



**Agencies**

<input checked="" type="checkbox"/> Department of Public Works	<input type="checkbox"/> Baltimore City Public School System
<input checked="" type="checkbox"/> Department of Real Estate	<input type="checkbox"/> Baltimore Development Corporation
<input checked="" type="checkbox"/> Department of Recreation and Parks	<input checked="" type="checkbox"/> City Solicitor
<input checked="" type="checkbox"/> Department of Transportation	<input type="checkbox"/> Comptroller's Office
<input checked="" type="checkbox"/> Fire Department	<input checked="" type="checkbox"/> Department of Audits
Health Department	<input checked="" type="checkbox"/> Department of Finance
Mayor's Office of Employment Development	<input type="checkbox"/> Department of General Services
Mayor's Office of Human Services	<input checked="" type="checkbox"/> Department of Housing and Community Development
Mayor's Office of Information Technology	<input type="checkbox"/> Department of Human Resources
Office of the Mayor	<input checked="" type="checkbox"/> Department of Planning
Police Department	<input type="checkbox"/> Other: _____
Other: _____	<input type="checkbox"/> Other: _____
Other: _____	<input type="checkbox"/> Other: _____

**Boards and Commissions**

<input checked="" type="checkbox"/> Environmental Control Board	<input checked="" type="checkbox"/> Board of Estimates
Fire & Police Employees' Retirement System	<input type="checkbox"/> Board of Ethics
Labor Commissioner	<input type="checkbox"/> Board of Municipal and Zoning Appeals
Parking Authority Board	<input type="checkbox"/> Comm. for Historical and Architectural Preservation
Planning Commission	<input type="checkbox"/> Commission on Sustainability
Wage Commission	<input type="checkbox"/> Employees' Retirement System
Other: _____	<input type="checkbox"/> Other: _____
Other: _____	<input type="checkbox"/> Other: _____
Other: _____	<input type="checkbox"/> Other: _____

CITY OF BALTIMORE  
ORDINANCE **19-301**  
Council Bill 19-0408

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Introduced by: The Council President  
At the request of: The Administration (Department of Transportation)  
Introduced and read first time: July 22, 2019  
Assigned to: Housing and Urban Affairs Committee  
Committee Report: Favorable with amendments  
Council action: Adopted  
Read second time: September 9, 2019

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AN ORDINANCE CONCERNING

1                                    **Amending Ordinance 15-428 – Franchise –**  
2                                    **Crown Castle [NG Atlantic] FIBER LLC**

3        FOR the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee,  
4            since the Ordinance was enacted; to add Park Properties to those areas where the Distributed  
5            Antenna services are provided; and providing for a special effective date.

6        BY amending  
7            Ordinance 15-428, including the Baltimore City Distributed Antenna System (DAS) and  
8            Small Cell Franchise Agreement

9            **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the  
10        Laws of Baltimore City read as follows:

11                                    **Ordinance 15-428**

12                                    **Franchise – Crown Castle [NG Atlantic] FIBER LLC**

13            FOR the purpose of granting a franchise to Crown Castle [NG Atlantic] FIBER  
14            LLC, a Virginia limited liability company, to construct, install, maintain,  
15            repair, operate, relocate, replace, and remove certain facilities relating to  
16            the provision of a Distributed Antenna Systems services in and across  
17            certain streets [and], public ways, AND PARK PROPERTIES, subject to  
18            certain terms and conditions; and providing for a special effective date.

19            . . .

20            **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF**  
21        **BALTIMORE,** That a franchise or right is granted to Crown Castle [NG Atlantic]  
22        FIBER LLC (the “Grantee”), to construct, install, maintain, repair, operate,  
23        relocate, replace and remove certain facilities relating to the provision of  
24        Distributed Antenna Systems services in and across certain streets [and], public  
25        ways, AND PARK PROPERTIES subject to the terms and conditions of this

EXPLANATION: CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.  
Underlining indicates matter added to the bill by amendment  
~~Strike-out~~ indicates matter stricken from the bill by  
amendment or deleted from existing law by amendment.

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1 Ordinance and the Franchise Agreement between the Mayor and City Council of  
2 Baltimore and the Grantee, which is attached and made a part of this Ordinance.

3 ...

4 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the Baltimore City Distributed Antenna  
5 System (DAS) and Small Cell Franchise Agreement of Ordinance 15-428 is amended to read as  
6 follows:

7 **Baltimore City Distributed Antenna System (DAS) and Small Cell**  
8 **Franchise Agreement**

9 This Franchise Agreement, (the "Agreement") is made this \_\_\_\_\_ day of  
10 \_\_\_\_\_, 2015, by and between the MAYOR AND CITY COUNCIL OF  
11 BALTIMORE, a Municipal Corporation of the State of Maryland ("City") and  
12 Crown Castle [NG Atlantic] FIBER LLC, a Virginia limited liability company  
13 ("Franchisee").

14 **RECITALS**

15 1. The City, pursuant to Article VIII of the City Charter, is authorized to grant  
16 and renew non-exclusive franchises for the installation, operation, and  
17 maintenance of communications infrastructure on, beneath, above, and within the  
18 [public ways] PUBLIC WAY AND PARK PROPERTIES of the City.

19 2. Franchisee desires to obtain from City as permitted by law, and City as a  
20 municipal corporation desires to grant to Franchisee, a franchise for the right to  
21 construct, install, maintain, repair, operate, relocate, replace and remove Facilities  
22 relating to the provision of Distributed Antenna Systems ("DAS") services in the  
23 Public Way AND ON PARK PROPERTIES within the City (the "Facilities"), in a  
24 manner consistent with this Agreement.

25 ...

26 **1.0 Definitions**

27 ...

28 **1.9** "Franchise" means the non-exclusive right granted, by ordinance and  
29 subject to this Agreement, to Franchisee to construct, operator, repair, and  
30 maintain the Network on, over, under, upon, across, and along the Public  
31 Ways AND PARK PROPERTIES.

32 ...

33 **1.12** "Network" means, collectively, each of the DAS or Small Cell networks  
34 operated by Franchisee to provide Services within the corporate  
35 boundaries of the City, which include Facilities located on or within  
36 streetlights, stand-alone poles, third party utility poles, conduit, ducts and  
37 other structures located on or within the Public Way AND PARK  
38 PROPERTIES as permitted under this Agreement.

39 ...

40 **1.14** "PARK PROPERTIES" MEANS THE REAL PROPERTIES CONTROLLED BY THE  
41 DEPARTMENT OF RECREATION AND PARKS PURSUANT TO THE PROVISIONS  
42 OF ARTICLE VII OF THE CITY CHARTER, WHICH INCLUDES PARKS, ZOOS,  
43 SQUARES, ATHLETIC AND RECREATIONAL FACILITIES.

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1 1.15 [1.14] "Person" means any natural person or any association, firm,  
2 partnership, joint venture, corporation or other legally recognized entity,  
3 whether for-profit or not-for-profit.

4 1.16 [1.15] "Public Way" means the surface of, and the space above and below,  
5 any public street, highway, freeway, bridge, land path, alley, court,  
6 boulevard, sidewalk, way, lane, public way, drive, circle or other public  
7 right-of-way, including, but not limited to, public utility easements,  
8 dedicated utility strips, or rights-of-way utilized for compatible uses.  
9 Public Way shall not include any City buildings, structures or other  
10 improvements, regardless of whether they are situated in a public right-of-  
11 way.

12 1.17 [1.16] "Services" means the wireless and wireline access, transmission, and  
13 transport of commercial mobile radio services and private mobile services,  
14 as those terms are defined in 47 U.S. Code § 332, provided by Franchisee  
15 using the Network pursuant to one or more filed tariffs or on individual-  
16 case-basis agreements with customers, as authorized by Franchisee's  
17 tariffs or by state or federal law.

18 1.18 [1.17] "Small Cell" means a wireless communications technology  
19 installation similar to a DAS network, as the term is generally known in  
20 the industry.

21 2.0 Grant of Franchise

22 The City grants to Franchisee the nonexclusive right to construct, install,  
23 maintain, repair, operate, replace and remove Network Facilities within the Public  
24 Way AND ON PARK PROPERTIES for the purpose of providing Services, which shall  
25 be exercised at Franchisee's sole cost and expense, and which shall be subject to  
26 all deeds, easements, dedications, conditions, covenants, restrictions,  
27 encumbrances, and claims of title of record which may affect the Public Way OR  
28 PARK PROPERTIES. Nothing in this Agreement shall be deemed to grant, convey,  
29 create or vest in Franchisee a real property interest in land, including any fee,  
30 leasehold interest, or easement.

31 ...  
32 2.4 Closing of Public Ways AND PARK PROPERTIES

33 Nothing in this Agreement shall be construed as a waiver or release of the rights  
34 of the City in and to the Public Ways AND PARK PROPERTIES. In the event that all  
35 or part of the Public Ways OR PARK PROPERTIES within the Franchise Area are (1)  
36 closed to pedestrian and/or vehicular traffic and/or utilities and services  
37 comparable to Services; or (2) vacated or if ownership of the land under the  
38 affected Public Ways OR PARK PROPERTIES [is] ARE otherwise transferred to  
39 another Person, all rights and privileges granted pursuant to this Agreement with  
40 respect to such Public Ways OR PARK PROPERTIES, or any part of such Public  
41 Ways OR PARK PROPERTIES so closed, vacated, or transferred, shall cease upon the  
42 effective date of such closing, vacation, or transfer, and Franchisee shall remove  
43 its Network from such Public Ways OR PARK PROPERTIES. If such closing,  
44 vacation, or transfer of any Public Way OR PARK PROPERTIES OR PARK

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1 PROPERTIES is undertaken for the benefit of any private Person, the City shall, as  
2 appropriate, condition its consent to such closing, vacation, or transfer of such  
3 Public Way OR PARK PROPERTIES on the agreement of such private Person to: (i)  
4 grant the Franchisee the right to continue to occupy and use such Public Way OR  
5 PARK PROPERTIES; or (ii) reimburse the Franchisee for its reasonable costs to  
6 relocate the affected part of the Cable System. The City shall provide reasonable  
7 prior notice to Franchisee of any such closing, vacation, or transfer to allow  
8 Franchisee to remove its Cable System where the right to continue to occupy and  
9 use such Public Way OR PARK PROPERTIES is not reserved for Franchisee.

10 ...  
11 **3.0 Relation to Attachment Rights**

12 This Franchise does not confer upon Franchisee any right to place or attach  
13 Facilities directly upon or to structures located in the Public Way OR ON PARK  
14 PROPERTIES that are owned by the City or by a third party, including but not  
15 limited to City-owned streetlights and third party electric utility poles. Franchisee  
16 shall secure and maintain any license, lease or other right as may be necessary for  
17 such desired attachment by way of a separate attachment agreement or other  
18 similar instrument executed with such entity.

19 ...  
20 **5.0 Franchise Fee**

21 For the right to construct, install, maintain, repair, operate, replace and remove  
22 Network Facilities in the Public Way OR ON PARK PROPERTIES, Franchisee shall  
23 pay to the City a Franchise Fee in the amount of one hundred dollars (\$100.00)  
24 per year. Payment shall be made no later than 30 days following the conclusion of  
25 each fiscal year.

26 ...  
27 **7.0 Installation Specifications**

28 **7.1 Conduit**

29 For the deployment of new fiber optic cable in the Public Way OR ON  
30 PARK PROPERTIES for the Network, Franchisee shall use existing City-  
31 owned Conduit. In the event there is no available City-owned Conduit to  
32 meet Franchisee's requirements, Franchisee may in coordination with the  
33 City causes the construction of additional Conduit in the Public Way OR  
34 ON PARK PROPERTIES. If the Franchisee elects not to use or cause the  
35 construction of City-owned conduit, the Franchisee agrees to pay an  
36 additional fee, as may be required for licenses, leases, or other agreements  
37 permitting the attachment of facilities to City-owned street lights and other  
38 structures. Any construction performed pursuant to this Section shall be  
39 consistent with City specifications and include at least two additional spare  
40 ducts for future City use for fiber installation. Franchisee agrees that title  
41 in such property shall transfer to the City upon its substantial completion.

1                   **7.2    Installation Plan**

2                   The installation of Facilities shall be made in accordance with plans and  
3                   specifications approved by the City, and after obtaining all necessary  
4                   permits for all work in the Public Way OR ON PARK PROPERTIES.  
5                   Franchisee shall submit to the Baltimore City Department of  
6                   Transportation an initial installation plan, and any subsequent work plans  
7                   concerning installations not addressed in the initial work plan, which shall  
8                   include fully dimensioned site plans and specifications that are drawn to  
9                   scale and show (1) the specific Facilities, (2) the specific proposed  
10                  location of such Facilities (including specific identification of each  
11                  attachment to a City-owned or third-party structure located in the Public  
12                  Way OR ON PARK PROPERTIES); (3) the route of fiber optic cable utilized  
13                  by the Network; (4) the proposed type of construction materials for all  
14                  structures, and any other details that the City may reasonably request  
15                  which are also applicable to other regulated utilities operating within the  
16                  Public Way OR ON PARK PROPERTIES. Such installation plans may be  
17                  submitted as part of Franchisee's annual construction report described in  
18                  Section 14.

19                  **7.3    Approval by City**

20                  Franchisee shall not attach, install, maintain, or operate any Facilities in or  
21                  on the Public Way OR PARK PROPERTIES until plans for such work have  
22                  been approved by the City (which shall not be unreasonably withheld,  
23                  delayed, conditioned or denied), and all necessary permits have been  
24                  properly issued. Substantial modification to an installation plan (including,  
25                  for example, a change of Node site) made in the course of construction  
26                  shall require the written consent of the City, upon which the City shall act  
27                  promptly, and may require modification of an existing or issuance of a  
28                  new permit.

29                  ...

30                  ...  
31                  **8.0    Construction**

32                  ...  
33                  **8.2    Safety Precautions**

34                  ...

35                  **8.2.2   Protection of Construction Areas**

36                  The Franchisee shall comply with the safety requirements of all  
37                  permits, licenses, and other forms of approval or authorization. In  
38                  addition, Franchisee shall maintain reasonable barriers, lights,  
39                  signs, cones, and other similar warnings and protective devices  
40                  required for the safety of the public in compliance with this  
41                  Agreement and Applicable Law. If the Franchisee places any such  
42                  device in any Public Way OR ON PARK PROPERTIES, the device  
43                  shall be placed and maintained in a way that does not interfere with  
44                  the usual travel or other existing and anticipated uses of the Public  
45                  Way OR PARK PROPERTIES.

46                  ...

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1  
2           ...  
          **8.6**

**Materials and Claims**

3           All materials furnished for any work done [on the Franchised Premises] IN  
4           THE PUBLIC WAY OR ON PARK PROPERTIES by Franchisee shall be at  
5           Franchisee's sole cost and expense. Franchisee agrees to protect the  
6           Franchised Premises, and City, from all claims of contractors, laborers and  
7           material men ARISING FROM ITS WORK IN THE PUBLIC WAY OR ON PARK  
8           PROPERTIES. Franchisee shall promptly pay all contractors and  
9           materialmen, so as to minimize the possibility of a lien attaching to the  
10          Facilities. Should any such lien be made or filed, Franchisee shall cause  
11          the same to be discharged and released of record by bond or otherwise  
12          within thirty (30) days after written request by City.

13           ...  
14          **9.0**

**Maintenance and Repair**

15           ...  
16          **9.2**

**Access to Facilities**

17          Franchisee will be given reasonable access to each of the Facilities in the  
18          Public Way OR ON PARK PROPERTIES for the purpose of routine  
19          maintenance, repair, or removal of Facilities. If any such maintenance  
20          activities have the potential to result in an interruption of any City services  
21          at the Facility, Franchisee shall provide the City with a minimum of three  
22          (3) days prior written notice of such maintenance activities. Such  
23          maintenance activities shall, to the extent feasible, be done with minimal  
24          impairment, interruption, or interference to City services.

25          **9.3**

**Repair of Public Way AND PARK PROPERTIES**

26          Franchisee shall be responsible for any damage, ordinary wear and tear  
27          excepted, to street pavement, existing facilities and utilities, curbs, gutters,  
28          sidewalks, landscaping, and all other public or private facilities, to the  
29          extent caused by Franchisee's construction, installation, maintenance,  
30          access, use, repair, replacement, relocation, or removal of Facilities in the  
31          Public Way. Franchisee shall promptly repair such damage and return the  
32          Public Way, PARK PROPERTIES, and any affected adjacent property to a  
33          safe and satisfactory condition to the City in accordance with the City's  
34          applicable street restoration standards or to the property owner if not the  
35          City. Franchisee's obligations under this Section 9.3 shall survive for one  
36          (1) year past the completion of such reparation and restoration work.

37           ...  
38           ...  
39          **11.0**

**New Poles; Pole Replacement**

40          **11.1**

**New Poles**

41          Franchisee shall not erect poles, conduits, or other Facilities in [an] A  
42          Public Way OR ON PARK PROPERTIES without all necessary permits and  
43          authorizations and the express permission of the City. Franchisee  
44          acknowledges that the installation of new stand-alone or streetlight poles



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1 in the Public Way OR ON PARK PROPERTIES is not the City's preference  
2 and agrees to limit such requests as a last resort. In the event the  
3 construction of one or more new poles is necessary to execute Franchisee's  
4 planned installation of Facilities, Franchisee may request City approval to  
5 construct, at Franchisee's sole expense, such poles that will comply with  
6 all applicable building permits, applicable City, state and federal  
7 specifications and laws, INCLUDING THE SMALL WIRELESS FACILITIES:  
8 AESTHETIC REQUIREMENTS ("New Poles"). Any New Poles constructed  
9 by Franchisee shall comport with the character of existing poles in the  
10 area. City shall consider any request to construct a New Pole in a  
11 nondiscriminatory manner and shall accommodate Franchisee's request to  
12 the same or substantially similar extent as the City accommodates such  
13 requests from other providers of telecommunications services within the  
14 City.

15 ...  
16 **12.0 Removal and Modification of Facilities During Term**

17 **12.1 Franchisee Right to Remove**

18 During the Term, Franchisee shall have the right to remove from the  
19 Public Way OR PARK PROPERTIES all or any portion of Facilities from time  
20 to time, whether before or after a default under this Franchise, in  
21 Franchisee's sole discretion with prior notice to City. Franchisee, at its  
22 own cost and expense, shall promptly dispose of any materials used and/or  
23 generated any and all removal activities, and shall promptly repair any  
24 damage to the Public Way OR PARK PROPERTIES to its condition prior to  
25 construction and installation of such Facilities by Franchisee, reasonable  
26 wear and tear excepted. Should the Franchisee wish to exercise its right of  
27 removal, the Franchisee is required, at its own cost and expense, to leave  
28 in place the fiber strands provided for and dedicated to the use of the City.

29 ...  
30 **12.3 Removal Due to Termination or Abandonment**

31 Following the termination of the Franchise for any reason, or in the event  
32 Franchisee ceases to operate and abandons the Network, Franchisee shall,  
33 within one hundred twenty (120) days, at its sole cost and expense, remove  
34 all Facilities from the Public Way OR PARK PROPERTIES and restore the  
35 area affected by Facilities to its condition at the commencement of this  
36 Franchise, reasonable wear and tear excepted, and further excepting  
37 landscaping and related irrigation equipment, or other aesthetic  
38 improvements made by Franchisee to the Facility or the adjacent property,  
39 or as otherwise required by the City. Within 90 days of a written request  
40 from City, Franchisee will post a payment bond in the amount of  
41 \$500,000.00 to address the City's cost of removing any Facilities not  
42 removed by Franchisee within one hundred twenty (120) days of  
43 termination, and as compensation for any damage to the Public Way OR  
44 PARK PROPERTIES relating to the Facilities, reasonable wear and tear  
45 excepted. Alternatively, the City may allow Franchisee, in the City's sole  
46 and absolute discretion, to abandon the Network, or any part thereof, in  
47 place and convey it to the City.

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**13.0 Compliance With Laws**

**13.2 Permits and Other Authorizations**

Franchisee shall apply for, at its sole cost and expense, and obtain all applicable federal, state, county, and City permits and/or Authorizations required in order to construct, operate, or otherwise implement and use Facilities in the Public Way OR ON PARK PROPERTIES, including, but not limited to, a conduit permit and charge, a right of way construction permit, building permits, encroachment permits, and any variance, conditional use permit, ministerial permit, or special exception required under the Baltimore City Zoning Regulations. Franchisee shall pay, as they become due and payable, all fees, charges, taxes and expenses, including conduit charges, associated with such permits and/or other Authorizations. If Franchisee is unable to obtain any necessary permits or Authorizations as required in this Section, Franchisee shall have the right, without obligation, to terminate this Franchise immediately.

**14.0 Required Reports**

**14.1 Annual Construction Report**

Not later than the fifteenth (15<sup>th</sup>) day after the close of each calendar year in which any work was performed in the Public Way OR ON PARK PROPERTIES by Franchisee, the Franchisee shall provide the Baltimore Department of Transportation AND, IN REGARD TO INSTALLATIONS ON PARK PROPERTIES THE DEPARTMENT OF RECREATION AND PARKS, with the following:

- A. An updated "as-built" map clearly indicating each Node, pad-mounted Facility, control box, and associated fiber network route in the Public Way OR ON PARK PROPERTIES. Specific identification of attachments to City-owned structures or structures owned by a third party located in the Public Way OR ON PARK PROPERTIES. Specifying owner of underlying facility (i.e., city, BGE);

**15.0 Default and Remedies**

**15.1 Default by Franchisee**

In the event of default by Franchisee, the City shall have the right, while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to Franchisee, to terminate this Franchise and promptly remove or require Franchisee to promptly remove Facilities from the Public Way OR PARK PROPERTIES, at Franchisee's sole cost and expense, without prejudice to any other remedy which the City might be entitled to pursue, including but not limited to City's rights under Section 17 to eliminate any interference caused by Facilities. No portion of the Franchise Fee shall be refunded in the event of a termination on default.

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1           **16.0 City Termination Right**

2           In addition to the remedies set forth in this Section 17, the City shall have the  
3           right to terminate this Agreement (i) if the City is mandated by law, a court order  
4           or decision, or the federal or state government to take certain actions that will  
5           cause or require the removal of the Facilities from the Public Way OR PARK  
6           PROPERTIES; (ii) if Franchisee's licenses to operate the Network and/or provide  
7           Service are terminated, revoked, expired, or otherwise abandoned; or (iii) for the  
8           City's convenience.

9           ...  
10          **24.0 Environmental**

11           (a) Except in strict accordance with all applicable laws and regulations,  
12           Franchisee shall not at any time within the Public Way OR ON PARK  
13           PROPERTIES store, treat, transport or dispose of any hazardous substance,  
14           hazardous waste or oil as defined by the Resource, Conservation and  
15           Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq.,  
16           Comprehensive Environmental Response, Compensation and Liability Act  
17           of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., Maryland Environment  
18           Article Code Ann., Title 4, Sec. 4-401, et seq. and Maryland Environment  
19           Article Code Ann., Title 7, subtitle 2.

20           (b) "Environmental Conditions" as used in this Agreement shall mean discovered  
21           or undiscovered contaminants, pollutants, or toxic substances affecting health  
22           or the environment, in any way arising from or related to the subject matter of  
23           this Franchise which could, or do, result in any damage, loss, cost or expense  
24           to, or liability, by City to any person including a government agency or other  
25           entity.

26           (c) In addition to all other indemnifications contained herein, Franchisee  
27           specifically agrees to indemnify, reimburse, defend and hold harmless City, its  
28           elected/appointed officials, employees, agents and representatives  
29           ("Indemnified Parties") from and against any and all losses, costs, liabilities,  
30           including but not limited to liabilities, demands, obligations, claims, suits,  
31           actions and expenses, attorneys' fees, consultant fees and court costs  
32           connected therewith, brought against the Indemnified Parties, or incurred by  
33           any of them, by reason of injury to persons, including death, and damage to  
34           property arising out of Environmental Conditions or resulting from any direct,  
35           or indirect, willful, or negligent acts or omissions of Franchisee, its  
36           contractors, agents, or employees arising from Environmental Conditions,  
37           unless solely caused by the negligent act of City. Notwithstanding anything to  
38           the contrary herein, Franchisee agrees to defend, indemnify and hold harmless  
39           the Indemnified Parties from and against all administrative and judicial actions  
40           and rulings, claims, causes of action, demands and liability including, but not  
41           limited to, damages, costs, expenses, assessments, penalties, fines, losses  
42           judgments and reasonable attorney fees that the Indemnified Parties may  
43           suffer or incur due to the existence of any Hazardous Substances on the  
44           Franchised Premises [and], in the Public Way OR ON PARK PROPERTIES or  
45           migration of any Hazardous Substance to other properties or the release of any  
46           Hazardous Substance into the environment, that arise from the Franchisee's

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1 and or its representatives activities on the Franchised Premises [or], the Public  
2 Way OR PARK PROPERTIES. The indemnifications in this section specifically  
3 include, without limitation, costs incurred in connection with any investigation  
4 of site conditions or any cleanup, remedial, removal or restoration work  
5 required by any governmental authority. This provision shall be in addition to,  
6 and separate from, any remedies available to City for breach by the Franchisee  
7 of its obligations under any of the provisions of this Agreement and shall in no  
8 way limit any recourse that the City may have at the time against Franchisee  
9 pursuant to any federal, state or local laws. The provisions of this Paragraph  
10 shall survive the termination or expiration of this Agreement.

11 (d) City represents to best of its knowledge, without having made inquiry that  
12 there is no Hazardous Substance within the Public Way OR PARK PROPERTIES.  
13 Hazardous Substance is any substance identified as hazardous, toxic or  
14 dangerous in any applicable federal, state or local law or regulation. City shall  
15 not introduce or use any Hazardous Substance in the Public Way OR ON PARK  
16 PROPERTIES in violation of any applicable law. City shall be responsible for,  
17 and shall promptly conduct any investigation and remediation as required by  
18 any applicable environmental laws, all spills or other releases of any  
19 Hazardous Substance to the extent caused by the City, that have occurred or  
20 which may occur in the Public Way OR ON PARK PROPERTIES. City agrees to  
21 defend, indemnify and hold harmless the Franchisee from and against any and  
22 all administrative and judicial actions and rulings, claims, causes of action,  
23 demands and liability (collectively, "Claims") including, but not limited to,  
24 damages, costs, expenses, assessments, penalties, fines, losses, judgments and  
25 reasonable attorney fees that the Franchisee may suffer or incur due to the  
26 existence of any Hazardous Substances in the Public Way OR IN PARK  
27 PROPERTIES or the migration of any Hazardous Substance to other properties  
28 or the release of any Hazardous Substance into the environment (collectively,  
29 "Actions"), arise from the City's activities [on the Franchised Premises] IN  
30 THE PUBLIC WAY OR ON PARK PROPERTIES to the extent allowable under  
31 subsection 5-303 (a), (b) and (c) of the Courts and Proceedings Article of the  
32 Maryland Annotated Code. City agrees to defend, indemnify and hold  
33 Franchisee harmless from Claims resulting from Actions on the [Franchised  
34 Premises Property] PUBLIC WAY OR ON PARK PROPERTIES caused by City  
35 prior to and during the Initial Term and any Renewal Term. The  
36 indemnifications in this section specifically include, without limitation, costs  
37 incurred in connection with any investigation of site conditions or any  
38 cleanup, remedial, removal or restoration work required by any governmental  
39 authority. This Section shall survive the termination or expiration of this  
40 Agreement.

41 **25.0 Notices**

42 All notices, requests, demands, and other communications hereunder shall be in  
43 writing and shall be deemed given if personally delivered or by certified mail,  
44 return receipt requested; to the following addresses:

**Council Bill 19-0408**

**City:** The Mayor and City Council of Baltimore  
Department of Transportation  
Attn: Director  
417 E. Fayette Street, Fifth Floor  
Baltimore, Maryland 21202

*with a copy which shall not constitute legal notice to:*

Baltimore City Department of Real Estate  
Room 304 City Hall  
100 North Holliday Street  
Baltimore, Maryland 21202  
410-396-4768  
410-528-1437 (fax)

All Franchise Fee payments to the City should be mailed to the following address and to the attention of:

Director of Finance  
Bureau of Treasury Management  
Collections Division  
200 N. Holliday Street  
Baltimore, Maryland 21202

**Franchisee:**

Crown Castle [NG Atlantic] FIBER LLC  
c/o Crown Castle USA Inc.  
200 Corporate Drive  
Cannonsburg, PA 15317-8564  
Attn: [E. Blake Hawk] KEN SIMON, General Counsel, Legal  
Department

*And with a copy which shall not constitute legal notice to:*

Crown Castle [NG Atlantic] FIBER LLC  
2000 Corporate Drive  
Cannonsburg, PA 15317-8564  
Attn: SCN Contracts Management

...  
**27.0 Miscellaneous**

...  
**27.3 Taxes**

...  
(b) Franchisee shall indemnify City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against City in relation to the taxes

**Council Bill 19-0408**

1                                   owed or assessed on the [Franchised Premises] PUBLIC WAY OR ON  
2                                   PARK PROPERTIES DUE TO FRANCHISEE'S IMPROVEMENTS THEREIN.

3                                   ...  
4                                   **27.6 Change in Law and Severability**

5                                   If any provision or portion thereof of this Agreement is or becomes invalid  
6                                   under any applicable statute or rule of law, and such invalidity does not  
7                                   materially alter the essence of this Agreement to either party, such  
8                                   provision shall not render unenforceable this entire Agreement. Rather,  
9                                   the parties intend that the remaining provisions shall be administered as if  
10                                   the Agreement did not include the invalid provision.

11                                   If, as a result of a change in law by statute, rule, ruling or otherwise, the  
12                                   total compensation to the City arising as a result of Franchisee's  
13                                   occupation of the Public Way OR PARK PROPERTIES (including  
14                                   attachments on City-owned facilities therein) is materially reduced, the  
15                                   Parties agree to negotiate in good faith to amend this Agreement to ensure  
16                                   that total compensation to the City remains substantially comparable, to  
17                                   the extent permitted under applicable law.

Council Bill 19-0408

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the  
2 day and year first written above.

3 ATTEST: MAYOR AND CITY COUNCIL OF BALTIMORE

4 \_\_\_\_\_ BY: Steve Sharkey

5 CUSTODIAN OF THE CITY SEAL STEVE SHARKEY  
6 DIRECTOR

7 DEPARTMENT OF TRANSPORTATION

8 BY: Reginald Moore  
9 REGINALD MOORE, DIRECTOR

10 DEPARTMENT OF RECREATION AND  
11 PARKS  
12

13 WITNESS/ATTEST: CROWN CASTLE FIBER LLC  
14

15 \_\_\_\_\_ BY: Patricia Dent (SEAL)  
16 NAME:

17 TITLE:

18 APPROVED AS TO FORM AND LEGAL  
19 SUFFICIENCY

APPROVED BY THE BOARD OF  
ESTIMATES

20 Vicki L. Teuh \_\_\_\_\_

21 CHIEF SOLICITOR

CLERK DATE

22 SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect when it is  
23 enacted.

Council Bill 19-0408

SEP 23 2019

Certified as duly passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

  
\_\_\_\_\_  
President, Baltimore City Council


Certified as duly delivered to His Honor, the Mayor,

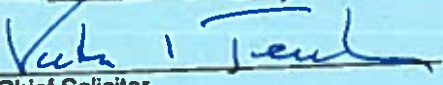
SEP 23 2019

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

  
\_\_\_\_\_  
Chief Clerk

Approved this 30 day of Sept., 2019

  
\_\_\_\_\_  
Mayor, Baltimore City

Approved For Form and Legal Sufficiency  
This 26<sup>th</sup> Day of September 2019  
  
\_\_\_\_\_  
Chief Solicitor



**CITY OF BALTIMORE**

**BOARD OF ESTIMATES**

Room 204, City Hall  
Baltimore, Maryland 21202  
410-396-4755



**BRANDON SCOTT**  
PRESIDENT, CITY COUNCIL

**BERNARD C. "JACK" YOUNG**  
MAYOR

**JOAN M. PRATT**  
COMPTROLLER

**RUDOLPH S. CHOW, P.E.**  
DIRECTOR OF PUBLIC WORKS

**ANDRE M. DAVIS**  
CITY SOLICITOR

**BERNICE H. TAYLOR**  
DEPUTY COMPTROLLER  
AND CLERK TO THE BOARD

September 18, 2019

Honorable President and Members  
of the City Council

Ladies and Gentlemen:

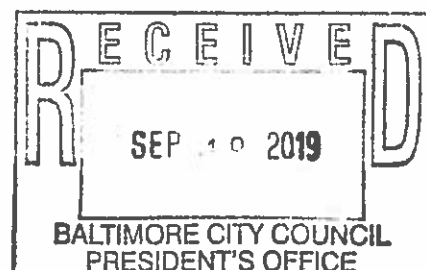
On September 18, 2019 the Board had before it for consideration the following pending City Council Bill:

**CITY COUNCIL BILL**

19-0408 - An Ordinance concerning Amending Ordinance 15-428- Franchise - Crown Castle [NG Atlantic] FIBER LLC for the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

**THE DEPARTMENT OF PLANNING RECOMMENDS AMENDMENT AND APPROVAL WITH THE FOLLOWING AMENDMENT:**

- Section 11.1 New Poles: "...such poles that will comply with all applicable building permits, applicable City, state and federal specification and laws, including the Small Wireless Facilities: Aesthetic Requirements ("New Poles")."
- o This document governs design considerations for the public good and was adopted by the Planning Commission on March 28, 2019.





11

11

11

City Council Bill 19-0408 - cont'd

The Department of Planning supports the ability for this important telecommunications infrastructure to be deployed throughout the City. City agencies will continue to have the ability to regulate the location and manner of small wireless facilities within public right-of-ways, and this ability will be continued for proposed installations on park properties.

THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HAS NO OBJECTION AND DEFERS TO THE DEPARTMENT OF PLANNING, WHICH IS IN SUPPORT OF THE BILL.

THE DEPARTMENT OF PUBLIC WORKS HAS NO OBJECTION, PROVIDED THE DEPARTMENT OF LAW AND THE DEPARTMENT OF RECREATION AND PARKS CONCUR.

THE BALTIMORE CITY FIRE DEPARTMENT HAS NO OBJECTION.

THE ENVIRONMENTAL CONTROL BOARD HAS NO POSITION ON THE PASSAGE OF THIS BILL.

ALL OTHER REPORTS RECEIVED WERE FAVORABLE.

After NOTING AND CONCURRING in all favorable reports received, the Board approved the aforementioned City Council Bill with an annual franchise fee of \$100.00 and referred it to the City Council with the recommendation that it be approved and passed by that Honorable Body.

The Mayor **ABSTAINED** from voting. The President **ABSTAINED** from voting.

Sincerely,

  
Bernice H. Taylor

SEP 18 2019


Clerk to the Board of Estimates



TO BE INSERTED UNDER MUNICIPAL NOTICES

In accordance with the provisions of Article VIII, Section 6-Franchises, of the Baltimore Charter (1996 Edition), Notice is hereby given that application has been made by Crown Castle [NG Atlantic] FIBER LLC for the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

Sincerely,

 SEP 18 2019  
Bernice H. Taylor, Deputy Comptroller  
Clerk Board of Estimates

Three days:

THE SUN

Attn: Ms. Sharon Nelson  
501 N. Calvert Street  
3<sup>rd</sup> Floor  
Baltimore, Maryland 21202

THE AFRO-AMERICAN NEWSPAPER

Attn: Ms. Marquise Goodwin  
2519 N. Charles Street  
Baltimore, Maryland 21218



September 18, 2019

The Sun  
501 N. Calvert St.  
3<sup>rd</sup> Floor  
Baltimore, Maryland 21202

Attn: Ms. Sharon Nelson  
Advertising Department

Re: Enclosed Notice CC Bill 19-0408

Dear Ms. Nelson:

It is requested that the enclosed Municipal Notice be printed on three successive dates. Only the text that appears under the caption "To Be Inserted Under Municipal Notices" is requested to be printed. Please do not print Council Bill.

If there should be any questions concerning this request, please do not hesitate to contact me at (410) 396-4755.

Sincerely yours,

  
Audrey Quarles

Encls:





September 18, 2019

The Afro-American Newspaper  
2519 North Charles Street  
Baltimore, Maryland 21218

Attn: Ms. Marquise Goodwin  
Advertising Department

Re: Enclosed Notice CC Bill 19-0408

Dear Ms. Goodwin:

It is requested that the enclosed Municipal Notice be printed on three successive dates. Only the text that appears under the caption "To Be Inserted Under Municipal Notices" is requested to be printed. Please do not print Council Bill.

If there should be any questions concerning this request, please do not hesitate to contact me at (410) 396-4755.

Sincerely yours,

  
Audrey Quarles

Encls:



AMENDMENTS TO COUNCIL BILL 19-0408  
(1<sup>st</sup> Reader Copy)

By: Housing and Urban Affairs Committee

APPROVED FOR FORM, STYLE, AND TEXTUAL SUFFICIENCY
8-28-19
DEPT LEGISLATIVE REFERENCE

**Amendment No. 1**

On page 7, in line 7, after “laws”, insert “, INCLUDING THE SMALL WIRELESS FACILITIES:  
AESTHETIC REQUIREMENTS”.

**ADOPTED**



**BALTIMORE CITY COUNCIL**  
**Housing and Urban Affairs Committee**  
**VOTING RECORD**

DATE: 8-27-19

**BILL#:19 0408**

**BILL TITLE: Ordinance – Amending Ordinance 15-428 – Franchise – Crown Castle {NG Atlantic} Fiber LLC**

MOTION BY: HENRY                      SECONDED BY: DORSEY

FAVORABLE

FAVORABLE WITH AMENDMENTS

UNFAVORABLE

WITHOUT RECOMMENDATION

NAME	YEAS	NAYS	ABSENT	ABSTAIN
Bullock, J. Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schleiffer, I. Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burnett, K.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cohen, Z.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dorsey, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry, B.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sneed, S.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<b>TOTALS</b>	11	0		

CHAIRPERSON: [Signature]

COMMITTEE STAFF: Richard G. Krummerich, Initials: RK





BALTIMORE CITY  
DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

## MEMORANDUM

To: The Honorable President and Members of the Baltimore City Council  
c/o Natawna B. Austin

From: Michael Braverman, Housing Commissioner 

Date: August 26, 2019

Re: **City Council Bill 19-0408: Amending Ordinance 15-428 – Franchise – 3 Crown Castle [NG Atlantic] FIBER LLC**

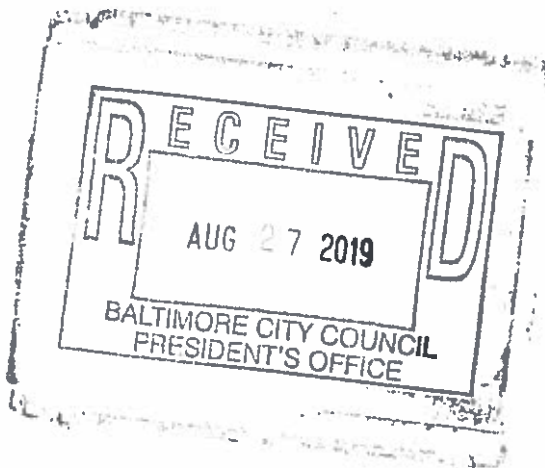
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The Department of Housing and Community Development (DHCD) has reviewed City Council Bill 19-0420, for the purpose of granting a franchise to Crown Castle [NG Atlantic] FIBER LLC, a Virginia limited liability company, to construct, install, maintain repair, operate, relocate, replace, and remove certain facilities relating to the provision of a Distributed Antenna Systems services in and across certain streets and, public ways, and park properties, subject to certain terms and conditions; and providing for a special effective date.

DHCD has no objection to City Council Bill 19-048 and defers to the Planning Department which is in support of the Bill.

MB:rfp


Cc: Mr. Jeffrey Amoros, *Mayor's Office of Government Relations*  
Mr. Nicholas Blendy, *Mayor's Office of Government Relations*  
Mr. Eric Tiso, *Department of Planning*



no  
objection  
defers  
to  
Planning  
Dept





<p align="center"><b>CITY OF BALTIMORE</b></p> <p align="center"><b>BERNARD C. "JACK" YOUNG,</b> <i>Mayor</i></p>		<p align="center"><b>DEPARTMENT OF RECREATION AND PARKS</b></p> <p align="center">REGINALD MOORE, <i>Executive Director</i> Dr. Ralph W. E. Jones, Jr. Building 3001 East Drive - Druid Hill Park Baltimore, Maryland 21217 410-396-7900</p>
---	---	--

**DATE:** Monday, August 26, 2019

**TO:** Honorable President and Members of the City Council  
**FROM:** Baltimore City Recreation & Parks  
**POSITION:** Support  
**RE:** City Council Bill 19-0408  
**Amending Ordinance 15-428 – Franchise – Crown Castle [NG Atlantic] FIBER LLC**

I am herein reporting on City Council Bill 19-0408.

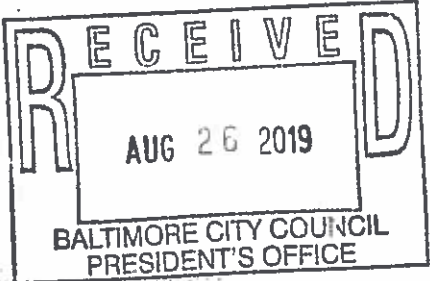
Baltimore City Recreation & Parks has reviewed City Council Bill 19-0408 as an amendment to add Park Properties to those areas where the Distributed Antenna services are provided and provide for a special effective date. This franchise ordinance allows Crown Castle the use of park properties in addition to the use of City rights-of-way to conduct a business in which telecommunication facilities will be attached to poles to provide certain communication services. The existing franchise grants Crown Castle access only to City right-of-way. An amendment to the franchise is needed to allow its access to park property. This bill will also allow for Crown Castle Fiber LLC to continue and complete efforts to install fiber and telecommunications facilities within and around the Inner Harbor promenade by allowing Crown Castle Fiber LLC to install facilities on property under the jurisdiction of the Department of Recreation & Parks.

If you have any questions, please do not hesitate to contact Jenny Morgan at [jenny.morgan@baltimorecity.gov](mailto:jenny.morgan@baltimorecity.gov) or at 410-396-7900.

Sincerely,




Reginald Moore  
*Executive Director*  
 City of Baltimore, Department of Recreation & Parks

  
 RECEIVED  
 AUG 26 2019  
 BALTIMORE CITY COUNCIL  
 PRESIDENT'S OFFICE

F



FROM	NAME & TITLE	Steve Sharkey, Director	CITY of BALTIMORE	
	AGENCY NAME & ADDRESS	Department of Transportation (DOT) 417 E Fayette Street, Room 527		
	SUBJECT	City Council Bill 19-0408	MEMO	

TO: Mayor Bernard C. "Jack" Young  
TO: Housing & Urban Affairs Committee  
FROM: Department of Transportation  
POSITION: Support  
RE: Council Bill – 19-0408

DATE: 8/20/19

**INTRODUCTION** – Amending Ordinance 15-428 - Franchise - Crown Castle [NG Atlantic] Fiber LLC

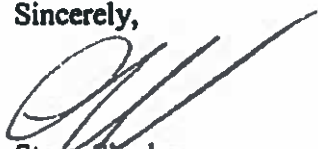
**PURPOSE/PLANS** – For the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

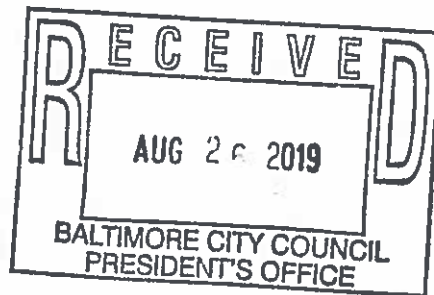
**COMMENTS** – Council Bill 19-0408 amends ordinance 15-428 to formally update the business name utilized in the existing franchise agreement from Crown Castel NG Atlantic LCC to Crown Castle Fiber LLC. This bill will also allow for Crown Castle Fiber LLC to continue and complete efforts to install fiber and telecommunications facilities within and around the Inner Harbor promenade by allowing Crown Castle Fiber LLC to install facilities on property under the jurisdiction of the Department of Recreation & Parks. Technically the Inner Harbor promenade is city-owned property under the jurisdiction of the Department of Recreation & Parks.

**AGENCY/DEPARTMENT POSITION** – The Department of Transportation has Supports City Council Bill 19-0408.

If you have any questions, please do not hesitate to contact Liam Davis via email at [Liam.Davis@baltimorecity.gov](mailto:Liam.Davis@baltimorecity.gov) or by phone (410) 545-3207.

Sincerely,

  
Steve Sharkey  
Director





<b>FROM</b>	NAME & TITLE	CHRIS RYER, DIRECTOR	CITY of BALTIMORE <b>MEMO</b>	
	AGENCY NAME & ADDRESS	DEPARTMENT OF PLANNING 8 <sup>TH</sup> FLOOR, 417 EAST FAYETTE STREET		
	SUBJECT	CITY COUNCIL BILL #19-0408 / FRANCHISE AMEND.- CROWN CASTLE FIBER, LLC		

DATE:

TO

The Honorable President and  
Members of the City Council  
City Hall, Room 400  
100 North Holliday Street

August 19, 2019

The Department of Planning is in receipt of City Council Bill #19-0408, for the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date

The Department of Planning recommends amendment and approval of City Council Bill #19-0408, with the following amendment:

- Section 11.1 New Poles: "...such poles that will comply with all applicable building permits, applicable City, state and federal specification and laws, including the Small Wireless Facilities: Aesthetic Requirements ("New Poles")."
  - o This document governs design considerations for the public good and was adopted by the Planning Commission on March 28, 2019.

The Department of Planning supports the ability for this important telecommunications infrastructure to be deployed throughout the City. City agencies will continue to have the ability to regulate the location and manner of small wireless facilities within public right-of-ways, and this ability will be continued for proposed installations on park properties.

If you have any questions, please contact Mr. Eric Tiso, Division Chief, Land Use and Urban Design Division at 410-396-8358.

CR/ewt


cc: Mr. Jeff Amoros, Mayor's Office  
Mr. Colin Tarbert, BDC  
Mr. Derek Baumgardner, BMZA  
Mr. Geoffrey Veale, Zoning Administration  
Mr. Bob Pipik, DHCD  
Ms. Elena DiPietro, Law Dept.  
Mr. Francis Burnszynski, PABC  
Mr. Frank Murphy, DOT  
Ms. Natawna Austin, Council Services  
Mr. Richard Rothrock, Crown Castle



*Fav with Amendments*



*DLACU*

<b>FROM</b>	NAME & TITLE	Robert Cename, Budget Chief	CITY of BALTIMORE <b>MEMO</b>	
	AGENCY NAME & ADDRESS	Department of Finance Room 432, City Hall (410) 396-4774		
	SUBJECT	CCB 19-0408 - Amending Ordinance 15-428 - Franchise - Crown Castle Fiber LLC		

DATE:

TO

The Honorable President and  
Members of the City Council  
Room 400, City Hall

August 27, 2019

**Introduction**

We are herein reporting on City Council Bill 19-0408, which calls for amending Ordinance 15-428 to reflect the name change to the franchisee since the Ordinance enactment; to add Park Properties to the areas where the Distributed Antenna Systems (DAS) and Small Cell wireless services are provided; and provide for a special effective date.

**Background**

Current legislation grants franchise rights to Crown Castle to construct, install, maintain, repair, operate, relocate, replace, and remove certain facilities relating to the provision of a DAS and Small Cell wireless services in and across certain streets and public ways. The proposed amendment would expand these franchise rights to include property owned by the Baltimore City Department of Recreation and Parks. The amendment would also change the franchisee name to reflect its legal name accurately.

**Fiscal Analysis**

The Department of Finance considers the proposed legislation to have a positive impact on City revenues, but an overall neutral fiscal impact. Currently, the City charges Crown Castle a fixed \$4,670 application fee for each new proposed node installation and a fixed \$270 per year per pole. Note that each pole may contain multiple installed nodes. In Fiscal 2019, the City billed Crown Castle for 490 nodes and they have submitted approximately 150 applications since March 2019. Additionally, 25 more permits are currently under evaluation. Any additional poles or nodes installed would necessarily increase revenue under the fee structure above.

However, recent FCC legislation prohibits the City from charging DAS and Small Cell wireless franchise holders any fees that exceed approved costs. As such, any revenues received related to additional poles or nodes installed on Park Property or in the public way would offset additional costs and remain fiscally neutral.

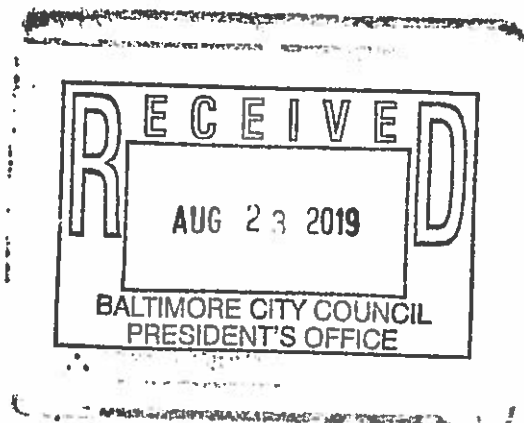
Despite the minimal fiscal impact, there are other benefits to the City associated with the installation of additional poles and nodes. An expansion to the program would increase the City's technological and wireless capabilities.

**Conclusion**

The Finance Department supports the passage of CC Bill 19-0408.


cc: Henry Raymond  
Nicholas Blendy

*F*







<b>FROM</b>	NAME & TITLE	Niles R. Ford, PhD, Chief of Fire Department <i>NRF</i>	CITY of BALTIMORE <b>MEMO</b>	
	AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 East Fayette St. 21202		
	SUBJECT	City Council Bill #19-0408 Amending Ordinance 15-428 - Franchise - Crown Castle [NG Atlantic] FIBER LLC		

**TO**

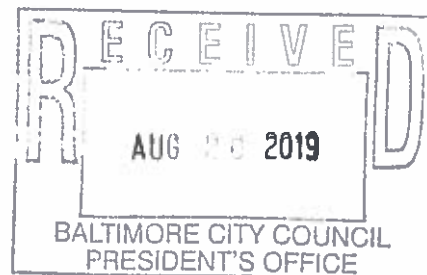
The Honorable Brandon M. Scott, President  
And All Members of the Baltimore City Council  
City Hall, Room 408

DATE: August 19, 2019

**FOR the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.**

**The Baltimore City Fire Department has no objections to Council Bill 19-0408: Amending Ordinance 15-428 -Franchise -Crown Castle [NG Atlantic] FTBER LLC. There is no fiscal impact and/or conflict with the Baltimore City Fire Code and has no impact on our agency or the City government.**

*No obj.*





CITY OF BALTIMORE

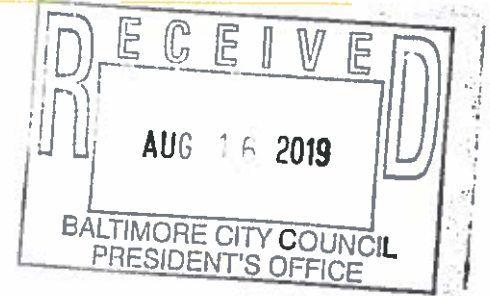
BERNARD C. "JACK" YOUNG  
Mayor



DEPARTMENT OF LAW  
ANDRE M. DAVIS, CITY SOLICITOR  
100 N. HOLLIDAY STREET  
SUITE 101, CITY HALL  
BALTIMORE, MD 21202

August 16, 2019

The Honorable President and Members  
of the Baltimore City Council  
Attn: Natawna B. Austin, Executive Secretary  
Room 409, City Hall, 100 N. Holliday Street  
Baltimore, Maryland 21202



Re: City Council Bill 19-0408 – Amending Ordinance 15-428 – Crown Castle [NG Atlantic] Fiber LLC

Dear President and City Council Members:


The Law Department has reviewed City Council Bill 19-0408 for form and legal sufficiency. The bill would amend Ordinance 15-428, to reflect the name change of the franchisee since the Ordinance was enacted. It would also add Park Properties to those areas where the Distributed Antenna services are provided and provide for a special effective date.

This franchise ordinance allows Crown Castle the use of park properties in addition to the use of City rights-of-way to conduct a business in which telecommunication facilities will be attached to poles to provide certain communication services. The existing franchise grants Crown Castle access only to City right-of-way. An amendment to the franchise is needed to allow its access to park property. Article VIII of the City Charter requires the grant of a franchise whenever a private company is permitted use of public right-of-way or the use of park property for a profit-making venture. City Charter, Art. VIII, § 2.

Article VIII of the Baltimore City Charter also requires that a bill granting a franchise be referred to the Board of Estimates after first reading. *Id.* The BOE is empowered to determine the proposed compensation to be paid the City and the conditions under which the franchise is granted. *Id.* It is the Law Department's view that this provision of the City Charter requires both the grant of a new franchise and an amendment to an existing franchise to be submitted to the Board.

If the above procedural requirements are met, the bill shall be in accordance with Article VIII of the Baltimore City Charter and the Law Department will approve the bill for form and legal sufficiency.

Sincerely,


  
Victor K. Terval  
Chief Solicitor





cc: Andre M. Davis, City Solicitor  
Jeffrey Amoros, Mayor's Legislative Liaison  
Elena DiPietro, Chief Solicitor, General Counsel Division  
Hilary Ruley, Chief Solicitor  
Ashlea Brown, Assistant Solicitor



FROM	Name & Title	Walter J. Horton, Real Estate Officer <i>Walter Horton</i>	CITY OF BALTIMORE  <b>MEMO</b>	
	Agency Name & Address	Department of Real Estate 100 Holliday Street Room 304 Baltimore, MD 21202		
	Subject	City Council Bill 19-0408		

**TO:** Housing and Urban Affairs Committee

August 12, 2019

**POSITION:** Support

**INTRODUCTION**

I am herein reporting on City Council 19-0408 introduced by Council President Scott on behalf of the Administration (Department of Transportation).

**PURPOSE**

City Council Bill 19-0408, if approved, would amend Ordinance 15-428 to reflect the name change of the Franchisee to Crown Castle Fiber LLC, would add Park Properties to the potential public locations where DAS and Small Cell technology may be installed, and provide for a special effective date.

**BRIEF HISTORY**

Ordinance 15-428 granted a franchise to Crown Castle NG Atlantic LLC to construct, install, maintain repair, operate, relocate, replace and remove certain facilities relating to the installation of a Distributed Antenna System ("DAS") and Small Cell wireless communications technology in and across certain streets and public ways. A Franchise Agreement (Council Bill 15-0551) detailing the terms and conditions of the franchise was attached to Ordinance 15-428 and approved by the Board of Estimates.

**FISCAL IMPACT**

The Department of Real Estate does not anticipate incurring direct fiscal impact as a result of the proposed legislation.

**AGENCY/DEPARTMENT POSITION**

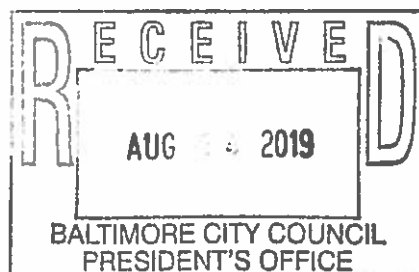
The Department of Real Estate supports the passage of City Council Bill 19-0408.

If you have any questions, please do not hesitate to contact Ted Laster at 443-984-3074 or via email at [Ted.Laster@baltimorecity.gov](mailto:Ted.Laster@baltimorecity.gov).

Sincerely,


Walter J. Horton  
Real Estate Officer

*F*







<b>FROM</b>	<b>NAME &amp; TITLE</b>	Rebecca Woods, Esq., Executive Director <i>RW</i>	<b>CITY OF BALTIMORE</b>  <b>MEMO</b>	
	<b>AGENCY NAME &amp; ADDRESS</b>	Environmental Control Board 1 North Charles Street, 13 <sup>th</sup> Floor, Baltimore, Maryland 21201		
	<b>SUBJECT</b>	City Council Bill # 19-0408 Amending Ordinance 15-428 – Franchise – Crown Castle [NG Atlantic] FIBER LLC		

DATE:

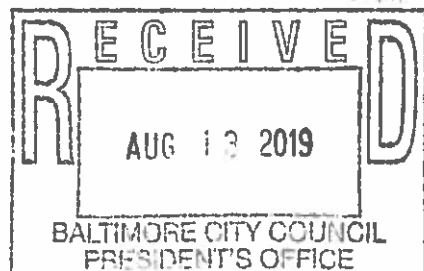
**TO** The Honorable President and Members of the Baltimore City Council August 13, 2019

The Baltimore City Environmental Control Board (ECB) has been requested to review City Council Bill # 19-0408, Amending Ordinance 15-428 – Franchise – Crown Castle [NG Atlantic] FIBER LLC. The purpose of the bills is to amend Ordinance 15-428 to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and to provide for a special effective date.

Specifically, Council Bill # 19-0408 was referred to the ECB because the Franchise Agreement between the Mayor and City Council of Baltimore and Crown Castle [NG Atlantic] FIBER LLC has a contractual provision entitled “24.0 Environmental,” which details indemnification requirements should there be “Environmental Conditions,” as described in 24.0(b), created by either the Franchisee or the City of Baltimore.

The ECB’s operations have no connection to the storage, treatment, transportation, disposal, and/or investigation or remediation of a spill or release of waste or any otherwise hazardous substance in Baltimore City. Further, ECB’s operations would play no role in the indemnification, reimbursement, and/or defense from and against any and all losses, costs, and liabilities suffered or incurred by the Franchisee resulting from the actions or activities of the City on the franchised premises property.

For this reason, the ECB has no position on the passage of this bill.



*no position*



<b>FROM</b>	NAME & TITLE	Rudolph S. Chow, P.E. Director
	AGENCY NAME & ADDRESS	Department of Public Works 600 Abel Wolman Municipal Building
	SUBJECT	City Council Bill 19-0408

CITY of  
BALTIMORE

**MEMO**



July 29, 2019

**TO:**

Housing and Urban Affairs Committee

**INTRODUCTION**

I am herein reporting on City Council Bill 19-0408 introduced by Council President Scott on behalf of the Administration (Department of Transportation).

**PURPOSE**

The purpose of the Bill is to amend Ordinance 15-428 to reflect the name change of the Franchisee since enactment of the Ordinance; to add Park Properties to those areas where the Distributed Antenna services are provided; and provide for a special effective date.

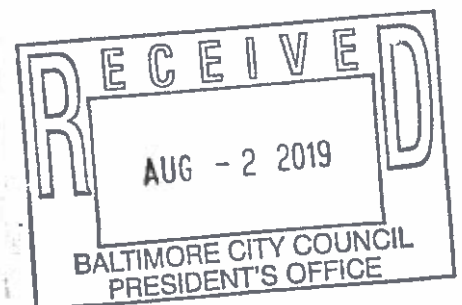
**BRIEF HISTORY**

Article VIII of the Baltimore City Charter provides authority to the City to grant specific franchises or rights relating to certain public property, subject to certain conditions, limitations, and for specified periods of time. Authorization is given in the form of an ordinance, and the Board of Estimates is the body which, after the first reading of the ordinance, is empowered to change any proposed paid compensation to the City for the franchise and the conditions under which the franchise is to be granted.

Ordinance 15-428 granted a franchise to Crown Castle NG Atlantic LLC to construct, install, maintain, repair, operate, relocate, replace and remove their Distributed Antenna System ("DAS") and Small Cell wireless technology within the public way. Crown Castle acquired NexG which had similar facilities in the City's rights-of-way under an interim agreement. A Franchise Agreement, approved by the Board of Estimates, was attached to the Ordinance detailing the terms and conditions of the franchise, a franchise fee, and the manner and location of attachments occurring in the public way. Most attachments were to occur on existing City infrastructure, but poles could be erected if necessary to provide attachments where needed.

City Council Bill 19-0408, if approved, would amend Ordinance 15-428 to insert the name change of the Franchisee to Crown Castle Fiber LLC. The legislation would also add Park Properties to the list of potential public locations for the DAS and Small Cell technology.

*No objection*





Housing and Urban Affairs Committee.

July 29, 2019

Page 2

**FISCAL IMPACT**

The Department of Public Works does not anticipate incurring any direct fiscal impact as a result of the proposed legislation.

**AGENCY/DEPARTMENT POSITION**

The Department of Public Works has no objection to the passage of City Council Bill 19-0408 provided that the Department of Law and the Department of Recreation and Parks concur.

Should the Committee have any questions, please do not hesitate to contact Ms. Marcia Collins at 410-396-1960, or via email at [Marcia.Collins@baltimorecity.gov](mailto:Marcia.Collins@baltimorecity.gov).



Rudolph S. Chow, P.E.  
Director

RSC:MMC



**CALL TO ORDER**

**INTRODUCTIONS**

**ATTENDANCE**

- Present** 4 - Member John T. Bullock, Member Zeke Cohen, Member Ryan Dorsey, and Member Bill Henry
- Absent** 3 - Member Isaac "Yitzy" Schleifer, Member Kristerfer Burnett, and Member Shannon Sneed

**ITEMS SCHEDULED FOR PUBLIC HEARING**

**19-0408 Amending Ordinance 15-428 - Franchise - Crown Castle [NG Atlantic] Fiber LLC**

For the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

**Sponsors:** City Council President (Administration)

**A motion was made by Member Henry, seconded by Member Dorsey, that this Ordinance be Recommended Favorably with Amendment . The motion carried by the following vote:**

**Yes:** 4 - Member Bullock, Member Cohen, Member Dorsey, and Member Henry

**Absent:** 3 - Member "Yitzy" Schleifer, Member Burnett, and Member Sneed

**ADJOURNMENT**







**HEARING NOTES**

**Bill: CC 19-0408**

**Ordinance - Ordinance 15-428 Franchise - Crown Castle {NG Atlantic} Fiber LLC**

**Committee:** Housing and Urban Affairs

**Chaired By:** John Bullock

**Hearing Date:** August 27, 2019

**Time (Beginning):** 2:10 PM

**Time (Ending):** 2:29 PM

**Location:** Clarence "Du" Burns Chamber

**Total Attendance:** 21

**Committee Members in Attendance:**

John Bullock

Zeke Cohen

Ryan Dorsey

Bill Henry

Bill Synopsis in the file? .....	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Attendance sheet in the file? .....	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Agency reports read? .....	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Hearing televised or audio-digitally recorded? .....	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> n/a
Certification of advertising/posting notices in the file? .....	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> n/a
Evidence of notification to property owners? .....	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> n/a
Final vote taken at this hearing? .....	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Motioned by: .....	Councilmember Henry		
Seconded by: .....	Councilmember Dorsey		
Final Vote: .....	Fav. with Amendments		

**Major Speakers**

*(This is not an attendance record.)*

- Paul Plymouth - Crown Castle
- Matthew DeSantis - Department of Planning
- Victor Tervela - Department of Law



**Major Issues Discussed**

1. Chair Bullock convened the Hearing and welcomed the assembled guests.
2. Paul Plymouth testified that Ordinance 15-428 granted Crown Castle the authority to install small antennae on public rights-of-way but when they attempted to access the Inner Harbor they were informed that it was the property of the Department of Recreation and Parks and the Ordinance would have to be amended.
3. The Planning Department suggested the Bill be amended to incorporate modern environmental standards.
4. The Law Department testified the Bill must be submitted to the Board Estimates after it is approved by the Committee.
5. The Bill was amended and passed on a 4-0 vote with three Members absent .
6. The Hearing as adjourned.

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**Further Study**

Was further study requested?

Yes  No

If yes, describe.

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**Committee Vote:**

J. Bullock:..... Yea  
Z. Cohen:..... Yea  
R. Dorsey:..... Yea  
B. Henry:..... Yea  
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Richard G. Krummerich, Committee Staff

Date: 8-28-19

cc: Bill File  
OCS Chrono File





## BILL SYNOPSIS

**Committee:** Housing and Urban Affairs

**Bill CC 19-0408**

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**Ordinance –Amending Ordinance 15-428 – Franchise – Crown Castle {NG Atlantic} Fiber L.L.C.**

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**Sponsor:** Council President (Department of Transportation)  
**Introduced:** July 22, 2019

**Purpose:**

For the purpose of amending Ordinance 15-428, to reflect the name change of the franchise since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

**Effective:** Date of enactment

**Hearing Date/Time/Location:** August 27, 2019 at 2:00 PM in the Council Chambers

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### Agency Reports

Department of Law	Favorable
Department of Real Estate	Favorable
Fire Department	No Objection
Environmental Control Board	No Position
Department of Public Works	No Objection
Department of Recreation and Parks	
Department of Housing and Community Development	
Planning	Favorable/Amend
Department of Finance	Favorable
Board of Estimates	

---



## Analysis

### Current Law

Article II of the Baltimore City Charter authorizes the issuing of franchises to private parties for the use of Municipal Property. An Ordinance of the Mayor and City Council and approval of the Board of Estimates are required.

### Background

Ordinance 15-428 granted a Franchise to NG Atlantic, to place small antennas on utility poles located on public streets and alleys for the purpose of improving cell phone service.

CC 19-0408 amends Ordinance 15-428 as follows

1. Changes the name of the Franchisee to Crown Castle Fiber L.L.C. to reflect corporate name change.
2. Extends the scope of the Franchise to include poles located inside Municipal Parks.

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### Additional Information

**Fiscal Note:** Not Available

**Information Source(s):** Bill File

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Analysis by: Richard G. Krummerich *KK* Direct Inquiries to: 410-396-1266  
Analysis Date: 8-23-19





# City of Baltimore

City Council  
City Hall, Room 408  
100 North Holliday Street  
Baltimore, Maryland  
21202

## Meeting Agenda - Final

### Housing and Urban Affairs Committee

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Tuesday, August 27, 2019

2:00 PM

Du Burns Council Chamber, 4th floor, City Hall

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19-0408

#### **CALL TO ORDER**

#### **INTRODUCTIONS**

#### **ATTENDANCE**

#### **ITEMS SCHEDULED FOR PUBLIC HEARING**

19-0408

**Amending Ordinance 15-428 - Franchise - Crown Castle [NG Atlantic] Fiber LLC**

For the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

#### **ADJOURNMENT**

**THIS MEETING IS OPEN TO THE PUBLIC**





# CITY OF BALTIMORE

## CITY COUNCIL HEARING ATTENDANCE RECORD

Committee: Housing and Urban Affairs

Chairperson: John Bullock

Date: August 27, 2019

Time: 2:00 PM

Place: Clarence "Du" Burns Chambers

Subject: Ordinance- Amending Ordinance 15-428 – Franchise – Crown Castle {NG Atlantic} Fiber LLC

CC

**PLEASE PRINT**

**IF YOU WANT TO TESTIFY PLEASE CHECK HERE**



FIRST NAME	LAST NAME	ST. #	ADDRESS/ORGANIZATION NAME	ZIP	EMAIL ADDRESS
John	Doe	100	North Charles Street	21202	Johndoenbmore@yahoo.com
ARI	PLAUNT		law off of Frank Boston		
JENNY	MORAN		BRPP	21212	JENNY.MORAN@BRPP...
Margaret	Collins		BRPP		
Jennifer	Murphy		DPD		
Ivy	Speer		Crown Center		
Matthew	Dobson		Planning		
Michael	Hulper		CP		
Luigi	McCarthy		CP		
Dominic	Davis		DOT		
Liam					

(\*) NOTE: IF YOU ARE COMPENSATED OR INCUR EXPENSES IN CONNECTION WITH THIS BILL, YOU MAY BE REQUIRED BY LAW TO REGISTER WITH BOARD. REGISTRATION IS A SIMPLE PROCESS. FOR INFORMATION AND FORMS, CALL OR WRITE: BALTIMORE CITY BOARD OF ETHICS, C/O DEP/ LEGISLATIVE REFERENCE, 626 CITY HALL, BALTIMORE, MD 21202. TEL: 410-396-4730. FAX: 410-396-8483.



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**CITY OF BALTIMORE  
COUNCIL BILL 19-0408  
(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: July 22, 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, Department of Recreation and Parks, Environmental Control Board, Department of Real Estate, Department of Public Works, Department of Finance

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Amending Ordinance 15-428 – Franchise –**  
3 **Crown Castle [NG Atlantic] FIBER LLC**

4 FOR the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee,  
5 since the Ordinance was enacted; to add Park Properties to those areas where the Distributed  
6 Antenna services are provided; and providing for a special effective date.

7 BY amending

8 Ordinance 15-428, including the Baltimore City Distributed Antenna System (DAS) and  
9 Small Cell Franchise Agreement

10 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the  
11 Laws of Baltimore City read as follows:

12 **Ordinance 15-428**

13 **Franchise – Crown Castle [NG Atlantic] FIBER LLC**

14 FOR the purpose of granting a franchise to Crown Castle [NG Atlantic] FIBER  
15 LLC, a Virginia limited liability company, to construct, install, maintain,  
16 repair, operate, relocate, replace, and remove certain facilities relating to  
17 the provision of a Distributed Antenna Systems services in and across  
18 certain streets [and], public ways, AND PARK PROPERTIES, subject to  
19 certain terms and conditions; and providing for a special effective date.  
20 ...

21 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF**  
22 **BALTIMORE,** That a franchise or right is granted to Crown Castle [NG Atlantic]  
23 FIBER LLC (the “Grantee”), to construct, install, maintain, repair, operate,  
24 relocate, replace and remove certain facilities relating to the provision of  
25 Distributed Antenna Systems services in and across certain streets [and], public

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

**Council Bill 19-0408**

ways, AND PARK PROPERTIES subject to the terms and conditions of this Ordinance and the Franchise Agreement between the Mayor and City Council of Baltimore and the Grantee, which is attached and made a part of this Ordinance.

...

**SECTION 2. AND BE IT FURTHER ORDAINED,** That the Baltimore City Distributed Antenna System (DAS) and Small Cell Franchise Agreement of Ordinance 15-428 is amended to read as follows:

**Baltimore City Distributed Antenna System (DAS) and Small Cell Franchise Agreement**

This Franchise Agreement, (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a Municipal Corporation of the State of Maryland ("City") and Crown Castle [NG Atlantic] FIBER LLC, a Virginia limited liability company ("Franchisee").

**RECITALS**

1. The City, pursuant to Article VIII of the City Charter, is authorized to grant and renew non-exclusive franchises for the installation, operation, and maintenance of communications infrastructure on, beneath, above, and within the [public ways] PUBLIC WAY AND PARK PROPERTIES of the City.

2. Franchisee desires to obtain from City as permitted by law, and City as a municipal corporation desires to grant to Franchisee, a franchise for the right to construct, install, maintain, repair, operate, relocate, replace and remove Facilities relating to the provision of Distributed Antenna Systems ("DAS") services in the Public Way AND ON PARK PROPERTIES within the City (the "Facilities"), in a manner consistent with this Agreement.

**1.0 Definitions**

**1.9** "Franchise" means the non-exclusive right granted, by ordinance and subject to this Agreement, to Franchisee to construct, operator, repair, and maintain the Network on, over, under, upon, across, and along the Public Ways AND PARK PROPERTIES.

**1.12** "Network" means, collectively, each of the DAS or Small Cell networks operated by Franchisee to provide Services within the corporate boundaries of the City, which include Facilities located on or within streetlights, stand-alone poles, third party utility poles, conduit, ducts and other structures located on or within the Public Way AND PARK PROPERTIES as permitted under this Agreement.

**1.14** "PARK PROPERTIES" MEANS THE REAL PROPERTIES CONTROLLED BY THE DEPARTMENT OF RECREATION AND PARKS PURSUANT TO THE PROVISIONS

**Council Bill 19-0408**

1 OF ARTICLE VII OF THE CITY CHARTER, WHICH INCLUDES PARKS, ZOOS,  
2 SQUARES, ATHLETIC AND RECREATIONAL FACILITIES.

3 **1.15 [1.14]** "Person" means any natural person or any association, firm,  
4 partnership, joint venture, corporation or other legally recognized entity,  
5 whether for-profit or not-for-profit.

6 **1.16 [1.15]** "Public Way" means the surface of, and the space above and below,  
7 any public street, highway, freeway, bridge, land path, alley, court,  
8 boulevard, sidewalk, way, lane, public way, drive, circle or other public  
9 right-of-way, including, but not limited to, public utility easements,  
10 dedicated utility strips, or rights-of-way utilized for compatible uses.  
11 Public Way shall not include any City buildings, structures or other  
12 improvements, regardless of whether they are situated in a public right-of-  
13 way.

14 **1.17 [1.16]** "Services" means the wireless and wireline access, transmission, and  
15 transport of commercial mobile radio services and private mobile services,  
16 as those terms are defined in 47 U.S. Code § 332, provided by Franchisee  
17 using the Network pursuant to one or more filed tariffs or on individual-  
18 case-basis agreements with customers, as authorized by Franchisee's  
19 tariffs or by state or federal law.

20 **1.18 [1.17]** "Small Cell" means a wireless communications technology  
21 installation similar to a DAS network, as the term is generally known in  
22 the industry.

23 **2.0 Grant of Franchise**

24 The City grants to Franchisee the nonexclusive right to construct, install,  
25 maintain, repair, operate, replace and remove Network Facilities within the Public  
26 Way AND ON PARK PROPERTIES for the purpose of providing Services, which shall  
27 be exercised at Franchisee's sole cost and expense, and which shall be subject to  
28 all deeds, easements, dedications, conditions, covenants, restrictions,  
29 encumbrances, and claims of title of record which may affect the Public Way OR  
30 PARK PROPERTIES. Nothing in this Agreement shall be deemed to grant, convey,  
31 create or vest in Franchisee a real property interest in land, including any fee,  
32 leasehold interest, or easement.

33 ...  
34 **2.4 Closing of Public Ways AND PARK PROPERTIES**

35 Nothing in this Agreement shall be construed as a waiver or release of the rights  
36 of the City in and to the Public Ways AND PARK PROPERTIES. In the event that all  
37 or part of the Public Ways OR PARK PROPERTIES within the Franchise Area are (1)  
38 closed to pedestrian and/or vehicular traffic and/or utilities and services  
39 comparable to Services; or (2) vacated or if ownership of the land under the  
40 affected Public Ways OR PARK PROPERTIES [is] ARE otherwise transferred to  
41 another Person, all rights and privileges granted pursuant to this Agreement with  
42 respect to such Public Ways OR PARK PROPERTIES, or any part of such Public  
43 Ways OR PARK PROPERTIES so closed, vacated, or transferred, shall cease upon the

**Council Bill 19-0408**

1 effective date of such closing, vacation, or transfer, and Franchisee shall remove  
2 its Network from such Public Ways OR PARK PROPERTIES. If such closing,  
3 vacation, or transfer of any Public Way OR PARK PROPERTIES OR PARK  
4 PROPERTIES is undertaken for the benefit of any private Person, the City shall, as  
5 appropriate, condition its consent to such closing, vacation, or transfer of such  
6 Public Way OR PARK PROPERTIES on the agreement of such private Person to: (i)  
7 grant the Franchisee the right to continue to occupy and use such Public Way OR  
8 PARK PROPERTIES; or (ii) reimburse the Franchisee for its reasonable costs to  
9 relocate the affected part of the Cable System. The City shall provide reasonable  
10 prior notice to Franchisee of any such closing, vacation, or transfer to allow  
11 Franchisee to remove its Cable System where the right to continue to occupy and  
12 use such Public Way OR PARK PROPERTIES is not reserved for Franchisee.

13 ...  
14 **3.0 Relation to Attachment Rights**

15 This Franchise does not confer upon Franchisee any right to place or attach  
16 Facilities directly upon or to structures located in the Public Way OR ON PARK  
17 PROPERTIES that are owned by the City or by a third party, including but not  
18 limited to City-owned streetlights and third party electric utility poles. Franchisee  
19 shall secure and maintain any license, lease or other right as may be necessary for  
20 such desired attachment by way of a separate attachment agreement or other  
21 similar instrument executed with such entity.

22 ...  
23 **5.0 Franchise Fee**

24 For the right to construct, install, maintain, repair, operate, replace and remove  
25 Network Facilities in the Public Way OR ON PARK PROPERTIES, Franchisee shall  
26 pay to the City a Franchise Fee in the amount of one hundred dollars (\$100.00)  
27 per year. Payment shall be made no later than 30 days following the conclusion of  
28 each fiscal year.

29 ...  
30 **7.0 Installation Specifications**

31 **7.1 Conduit**

32 For the deployment of new fiber optic cable in the Public Way OR ON  
33 PARK PROPERTIES for the Network, Franchisee shall use existing City-  
34 owned Conduit. In the event there is no available City-owned Conduit to  
35 meet Franchisee's requirements, Franchisee may in coordination with the  
36 City causes the construction of additional Conduit in the Public Way OR  
37 ON PARK PROPERTIES. If the Franchisee elects not to use or cause the  
38 construction of City-owned conduit, the Franchisee agrees to pay an  
39 additional fee, as may be required for licenses, leases, or other agreements  
40 permitting the attachment of facilities to City-owned street lights and other  
41 structures. Any construction performed pursuant to this Section shall be  
42 consistent with City specifications and include at least two additional spare  
43 ducts for future City use for fiber installation. Franchisee agrees that title  
44 in such property shall transfer to the City upon its substantial completion.



**7.2 Installation Plan**

The installation of Facilities shall be made in accordance with plans and specifications approved by the City, and after obtaining all necessary permits for all work in the Public Way OR ON PARK PROPERTIES. Franchisee shall submit to the Baltimore City Department of Transportation an initial installation plan, and any subsequent work plans concerning installations not addressed in the initial work plan, which shall include fully dimensioned site plans and specifications that are drawn to scale and show (1) the specific Facilities, (2) the specific proposed location of such Facilities (including specific identification of each attachment to a City-owned or third-party structure located in the Public Way OR ON PARK PROPERTIES); (3) the route of fiber optic cable utilized by the Network; (4) the proposed type of construction materials for all structures, and any other details that the City may reasonably request which are also applicable to other regulated utilities operating within the Public Way OR ON PARK PROPERTIES. Such installation plans may be submitted as part of Franchisee's annual construction report described in Section 14.

**7.3 Approval by City**

Franchisee shall not attach, install, maintain, or operate any Facilities in or on the Public Way OR PARK PROPERTIES until plans for such work have been approved by the City (which shall not be unreasonably withheld, delayed, conditioned or denied), and all necessary permits have been properly issued. Substantial modification to an installation plan (including, for example, a change of Node site) made in the course of construction shall require the written consent of the City, upon which the City shall act promptly, and may require modification of an existing or issuance of a new permit.

...

**8.0 Construction**

**8.2 Safety Precautions**

...

**8.2.2 Protection of Construction Areas**

The Franchisee shall comply with the safety requirements of all permits, licenses, and other forms of approval or authorization. In addition, Franchisee shall maintain reasonable barriers, lights, signs, cones, and other similar warnings and protective devices required for the safety of the public in compliance with this Agreement and Applicable Law. If the Franchisee places any such device in any Public Way OR ON PARK PROPERTIES, the device shall be placed and maintained in a way that does not interfere with the usual travel or other existing and anticipated uses of the Public Way OR PARK PROPERTIES.

...

**Council Bill 19-0408**

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**8.6 Materials and Claims**

All materials furnished for any work done [on the Franchised Premises] IN THE PUBLIC WAY OR ON PARK PROPERTIES by Franchisee shall be at Franchisee's sole cost and expense. Franchisee agrees to protect the Franchised Premises, and City, from all claims of contractors, laborers and material men ARISING FROM ITS WORK IN THE PUBLIC WAY OR ON PARK PROPERTIES. Franchisee shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Facilities. Should any such lien be made or filed, Franchisee shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.

...  
**9.0 Maintenance and Repair**

...  
**9.2 Access to Facilities**

Franchisee will be given reasonable access to each of the Facilities in the Public Way OR ON PARK PROPERTIES for the purpose of routine maintenance, repair, or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Franchisee shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

**9.3 Repair of Public Way AND PARK PROPERTIES**

Franchisee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Franchisee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of Facilities in the Public Way. Franchisee shall promptly repair such damage and return the Public Way, PARK PROPERTIES, and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Franchisee's obligations under this Section 9.3 shall survive for one (1) year past the completion of such reparation and restoration work.

...  
**11.0 New Poles; Pole Replacement**

**11.1 New Poles**

Franchisee shall not erect poles, conduits, or other Facilities in [an] A Public Way OR ON PARK PROPERTIES without all necessary permits and authorizations and the express permission of the City. Franchisee acknowledges that the installation of new stand-alone or streetlight poles

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1 in the Public Way OR ON PARK PROPERTIES is not the City's preference  
2 and agrees to limit such requests as a last resort. In the event the  
3 construction of one or more new poles is necessary to execute Franchisee's  
4 planned installation of Facilities, Franchisee may request City approval to  
5 construct, at Franchisee's sole expense, such poles that will comply with  
6 all applicable building permits, applicable City, state and federal  
7 specifications and laws ("New Poles"). Any New Poles constructed by  
8 Franchisee shall comport with the character of existing poles in the area.  
9 City shall consider any request to construct a New Pole in a  
10 nondiscriminatory manner and shall accommodate Franchisee's request to  
11 the same or substantially similar extent as the City accommodates such  
12 requests from other providers of telecommunications services within the  
13 City.

14  
15 **12.0 Removal and Modification of Facilities During Term**

16 **12.1 Franchisee Right to Remove**

17 During the Term, Franchisee shall have the right to remove from the  
18 Public Way OR PARK PROPERTIES all or any portion of Facilities from time  
19 to time, whether before or after a default under this Franchise, in  
20 Franchisee's sole discretion with prior notice to City. Franchisee, at its  
21 own cost and expense, shall promptly dispose of any materials used and/or  
22 generated any and all removal activities, and shall promptly repair any  
23 damage to the Public Way OR PARK PROPERTIES to its condition prior to  
24 construction and installation of such Facilities by Franchisee, reasonable  
25 wear and tear excepted. Should the Franchisee wish to exercise its right of  
26 removal, the Franchisee is required, at its own cost and expense, to leave  
27 in place the fiber strands provided for and dedicated to the use of the City.

28  
29 **12.3 Removal Due to Termination or Abandonment**

30 Following the termination of the Franchise for any reason, or in the event  
31 Franchisee ceases to operate and abandons the Network, Franchisee shall,  
32 within one hundred twenty (120) days, at its sole cost and expense, remove  
33 all Facilities from the Public Way OR PARK PROPERTIES and restore the  
34 area affected by Facilities to its condition at the commencement of this  
35 Franchise, reasonable wear and tear excepted, and further excepting  
36 landscaping and related irrigation equipment, or other aesthetic  
37 improvements made by Franchisee to the Facility or the adjacent property,  
38 or as otherwise required by the City. Within 90 days of a written request  
39 from City, Franchisee will post a payment bond in the amount of  
40 \$500,000.00 to address the City's cost of removing any Facilities not  
41 removed by Franchisee within one hundred twenty (120) days of  
42 termination, and as compensation for any damage to the Public Way OR  
43 PARK PROPERTIES relating to the Facilities, reasonable wear and tear  
44 excepted. Alternatively, the City may allow Franchisee, in the City's sole  
45 and absolute discretion, to abandon the Network, or any part thereof, in  
46 place and convey it to the City.

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**13.0 Compliance With Laws**

**13.2 Permits and Other Authorizations**

Franchisee shall apply for, at its sole cost and expense, and obtain all applicable federal, state, county, and City permits and/or Authorizations required in order to construct, operate, or otherwise implement and use Facilities in the Public Way OR ON PARK PROPERTIES, including, but not limited to, a conduit permit and charge, a right of way construction permit, building permits, encroachment permits, and any variance, conditional use permit, ministerial permit, or special exception required under the Baltimore City Zoning Regulations. Franchisee shall pay, as they become due and payable, all fees, charges, taxes and expenses, including conduit charges, associated with such permits and/or other Authorizations. If Franchisee is unable to obtain any necessary permits or Authorizations as required in this Section, Franchisee shall have the right, without obligation, to terminate this Franchise immediately.

**14.0 Required Reports**

**14.1 Annual Construction Report**

Not later than the fifteenth (15<sup>th</sup>) day after the close of each calendar year in which any work was performed in the Public Way OR ON PARK PROPERTIES by Franchisee, the Franchisee shall provide the Baltimore Department of Transportation AND, IN REGARD TO INSTALLATIONS ON PARK PROPERTIES THE DEPARTMENT OF RECREATION AND PARKS, with the following:

- A. An updated "as-built" map clearly indicating each Node, pad-mounted Facility, control box, and associated fiber network route in the Public Way OR ON PARK PROPERTIES. Specific identification of attachments to City-owned structures or structures owned by a third party located in the Public Way OR ON PARK PROPERTIES. Specifying owner of underlying facility (i.e., city, BGE);

**15.0 Default and Remedies**

**15.1 Default by Franchisee**

In the event of default by Franchisee, the City shall have the right, while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to Franchisee, to terminate this Franchise and promptly remove or require Franchisee to promptly remove Facilities from the Public Way OR PARK PROPERTIES, at Franchisee's sole cost and expense, without prejudice to any other remedy which the City might be entitled to pursue, including but not limited to City's rights under Section 17 to eliminate any interference caused by Facilities. No portion of the Franchise Fee shall be refunded in the event of a termination on default.

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1           **16.0 City Termination Right**

2           In addition to the remedies set forth in this Section 17, the City shall have the  
3           right to terminate this Agreement (i) if the City is mandated by law, a court order  
4           or decision, or the federal or state government to take certain actions that will  
5           cause or require the removal of the Facilities from the Public Way OR PARK  
6           PROPERTIES; (ii) if Franchisee's licenses to operate the Network and/or provide  
7           Service are terminated, revoked, expired, or otherwise abandoned; or (iii) for the  
8           City's convenience.

9           ...  
10           **24.0 Environmental**

11           (a) Except in strict accordance with all applicable laws and regulations,  
12           Franchisee shall not at any time within the Public Way OR ON PARK  
13           PROPERTIES store, treat, transport or dispose of any hazardous substance,  
14           hazardous waste or oil as defined by the Resource, Conservation and  
15           Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq.,  
16           Comprehensive Environmental Response, Compensation and Liability Act  
17           of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., Maryland Environment  
18           Article Code Ann., Title 4, Sec. 4-401, et seq. and Maryland Environment  
19           Article Code Ann., Title 7, subtitle 2.

20           (b) "Environmental Conditions" as used in this Agreement shall mean discovered  
21           or undiscovered contaminants, pollutants, or toxic substances affecting health  
22           or the environment, in any way arising from or related to the subject matter of  
23           this Franchise which could, or do, result in any damage, loss, cost or expense  
24           to, or liability, by City to any person including a government agency or other  
25           entity.

26           (c) In addition to all other indemnifications contained herein, Franchisee  
27           specifically agrees to indemnify, reimburse, defend and hold harmless City, its  
28           elected/appointed officials, employees, agents and representatives  
29           ("Indemnified Parties") from and against any and all losses, costs, liabilities,  
30           including but not limited to liabilities, demands, obligations, claims, suits,  
31           actions and expenses, attorneys' fees, consultant fees and court costs  
32           connected therewith, brought against the Indemnified Parties, or incurred by  
33           any of them, by reason of injury to persons, including death, and damage to  
34           property arising out of Environmental Conditions or resulting from any direct,  
35           or indirect, willful, or negligent acts or omissions of Franchisee, its  
36           contractors, agents, or employees arising from Environmental Conditions,  
37           unless solely caused by the negligent act of City. Notwithstanding anything to  
38           the contrary herein, Franchisee agrees to defend, indemnify and hold harmless  
39           the Indemnified Parties from and against all administrative and judicial actions  
40           and rulings, claims, causes of action, demands and liability including, but not  
41           limited to, damages, costs, expenses, assessments, penalties, fines, losses  
42           judgments and reasonable attorney fees that the Indemnified Parties may  
43           suffer or incur due to the existence of any Hazardous Substances on the  
44           Franchised Premises [and], in the Public Way OR ON PARK PROPERTIES or  
45           migration of any Hazardous Substance to other properties or the release of any  
46           Hazardous Substance into the environment, that arise from the Franchisee's

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1 and or its representatives activities on the Franchised Premises [or], the Public  
2 Way OR PARK PROPERTIES. The indemnifications in this section specifically  
3 include, without limitation, costs incurred in connection with any investigation  
4 of site conditions or any cleanup, remedial, removal or restoration work  
5 required by any governmental authority. This provision shall be in addition to,  
6 and separate from, any remedies available to City for breach by the Franchisee  
7 of its obligations under any of the provisions of this Agreement and shall in no  
8 way limit any recourse that the City may have at the time against Franchisee  
9 pursuant to any federal, state or local laws. The provisions of this Paragraph  
10 shall survive the termination or expiration of this Agreement.

11 (d) City represents to best of its knowledge, without having made inquiry that  
12 there is no Hazardous Substance within the Public Way OR PARK PROPERTIES.  
13 Hazardous Substance is any substance identified as hazardous, toxic or  
14 dangerous in any applicable federal, state or local law or regulation. City shall  
15 not introduce or use any Hazardous Substance in the Public Way OR ON PARK  
16 PROPERTIES in violation of any applicable law. City shall be responsible for,  
17 and shall promptly conduct any investigation and remediation as required by  
18 any applicable environmental laws, all spills or other releases of any  
19 Hazardous Substance to the extent caused by the City, that have occurred or  
20 which may occur in the Public Way OR ON PARK PROPERTIES. City agrees to  
21 defend, indemnify and hold harmless the Franchisee from and against any and  
22 all administrative and judicial actions and rulings, claims, causes of action,  
23 demands and liability (collectively, "Claims") including, but not limited to,  
24 damages, costs, expenses, assessments, penalties, fines, losses, judgments and  
25 reasonable attorney fees that the Franchisee may suffer or incur due to the  
26 existence of any Hazardous Substances in the Public Way OR IN PARK  
27 PROPERTIES or the migration of any Hazardous Substance to other properties  
28 or the release of any Hazardous Substance into the environment (collectively,  
29 "Actions"), arise from the City's activities [on the Franchised Premises] IN  
30 THE PUBLIC WAY OR ON PARK PROPERTIES to the extent allowable under  
31 subsection 5-303 (a), (b) and (c) of the Courts and Proceedings Article of the  
32 Maryland Annotated Code. City agrees to defend, indemnify and hold  
33 Franchisee harmless from Claims resulting from Actions on the [Franchised  
34 Premises Property] PUBLIC WAY OR ON PARK PROPERTIES caused by City  
35 prior to and during the Initial Term and any Renewal Term. The  
36 indemnifications in this section specifically include, without limitation, costs  
37 incurred in connection with any investigation of site conditions or any  
38 cleanup, remedial, removal or restoration work required by any governmental  
39 authority. This Section shall survive the termination or expiration of this  
40 Agreement.

41 **25.0 Notices**

42 All notices, requests, demands, and other communications hereunder shall be in  
43 writing and shall be deemed given if personally delivered or by certified mail,  
44 return receipt requested; to the following addresses:

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**City:** The Mayor and City Council of Baltimore  
Department of Transportation  
Attn: Director  
417 E. Fayette Street, Fifth Floor  
Baltimore, Maryland 21202

*with a copy which shall not constitute legal notice to:*

Baltimore City Department of Real Estate  
Room 304 City Hall  
100 North Holliday Street  
Baltimore, Maryland 21202  
410-396-4768  
410-528-1437 (fax)

All Franchise Fee payments to the City should be mailed to the following address and to the attention of:

Director of Finance  
Bureau of Treasury Management  
Collections Division  
200 N. Holliday Street  
Baltimore, Maryland 21202

**Franchisee:**

Crown Castle [NG Atlantic] FIBER LLC  
c/o Crown Castle USA Inc.  
200 Corporate Drive  
Cannonsburg, PA 15317-8564  
Attn: [E. Blake Hawk] KEN SIMON, General Counsel, Legal  
Department

*And with a copy which shall not constitute legal notice to:*

Crown Castle [NG Atlantic] FIBER LLC  
2000 Corporate Drive  
Cannonsburg, PA 15317-8564  
Attn: SCN Contracts Management

...  
**27.0 Miscellaneous**

...  
**27.3 Taxes**

...  
(b) Franchisee shall indemnify City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against City in relation to the taxes

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owed or assessed on the [Franchised Premises] PUBLIC WAY OR ON  
PARK PROPERTIES DUE TO FRANCHISEE'S IMPROVEMENTS THEREIN.

...  
**27.6 Change in Law and Severability**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

If, as a result of a change in law by statute, rule, ruling or otherwise, the total compensation to the City arising as a result of Franchisee's occupation of the Public Way OR PARK PROPERTIES (including attachments on City-owned facilities therein) is materially reduced, the Parties agree to negotiate in good faith to amend this Agreement to ensure that total compensation to the City remains substantially comparable, to the extent permitted under applicable law.



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1 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the  
2 day and year first written above.

3 **ATTEST:** **MAYOR AND CITY COUNCIL OF BALTIMORE**

4 \_\_\_\_\_ **BY:** \_\_\_\_\_

5 **CUSTODIAN OF THE CITY SEAL** **STEVE SHARKEY**  
6 **DIRECTOR**

7 **DEPARTMENT OF TRANSPORTATION**

8 **BY:** \_\_\_\_\_  
9 **REGINALD MOORE, DIRECTOR**

10 **DEPARTMENT OF RECREATION AND**  
11 **PARKS**  
12

13 **WITNESS/ATTEST:** **CROWN CASTLE FIBER LLC**  
14

15 \_\_\_\_\_ **BY:** \_\_\_\_\_ **(SEAL)**

16 **NAME:**

17 **TITLE:**

18 **APPROVED AS TO FORM AND LEGAL**  
19 **SUFFICIENCY**

**APPROVED BY THE BOARD OF**  
**ESTIMATES**

20 \_\_\_\_\_

21 **CHIEF SOLICITOR**

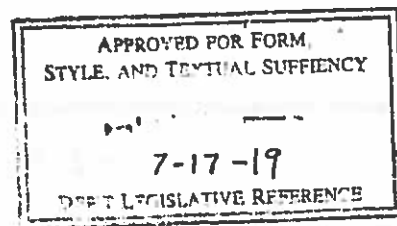
\_\_\_\_\_ **CLERK**

\_\_\_\_\_ **DATE**

22 **SECTION 3. AND BE IT FURTHER ORDAINED**, That this Ordinance takes effect when it is  
23 enacted.



**INTRODUCTORY\***  
**CITY OF BALTIMORE**  
**COUNCIL BILL \_\_\_\_\_**



Introduced by: The Council President  
At the request of: The Administration (Department of Transportation)

A BILL ENTITLED

AN ORDINANCE concerning

**Amending Ordinance 15-428 – Franchise –  
Crown Castle [NG Atlantic] FIBER LLC**

FOR the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

By amending

Ordinance 15-428, including the Baltimore City Distributed Antenna System (DAS) and Small Cell Franchise Agreement

**SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the Laws of Baltimore City read as follows:

**Ordinance 15-428**

**Franchise – Crown Castle [NG Atlantic] FIBER LLC**

FOR the purpose of granting a franchise to Crown Castle [NG Atlantic] FIBER LLC, a Virginia limited liability company, to construct, install, maintain, repair, operate, relocate, replace, and remove certain facilities relating to the provision of a Distributed Antenna Systems services in and across certain streets [and], public ways, AND PARK PROPERTIES, subject to certain terms and conditions; and providing for a special effective date.

**SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a franchise or right is granted to Crown Castle [NG Atlantic] FIBER LLC (the “Grantee”), to construct, install, maintain, repair, operate, relocate, replace and remove certain facilities relating to the provision of Distributed Antenna Systems services in and across certain streets [and], public ways, AND PARK PROPERTIES subject to the terms and conditions of this Ordinance and the Franchise Agreement between the Mayor and City Council of Baltimore and the Grantee, which is attached and made a part of this Ordinance.

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

\* WARNING: THIS IS AN UNOFFICIAL, INTRODUCTORY COPY OF THE BILL.  
THE OFFICIAL COPY CONSIDERED BY THE CITY COUNCIL IS THE FIRST READER COPY.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Baltimore City Distributed Antenna System (DAS) and Small Cell Franchise Agreement of Ordinance 15-428 is amended to read as follows:

**Baltimore City Distributed Antenna System (DAS) and Small Cell Franchise Agreement**

This Franchise Agreement, (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a Municipal Corporation of the State of Maryland ("City") and Crown Castle [NG Atlantic] FIBER LLC, a Virginia limited liability company ("Franchisee").

**RECITALS**

1. The City, pursuant to Article VIII of the City Charter, is authorized to grant and renew non-exclusive franchises for the installation, operation, and maintenance of communications infrastructure on, beneath, above, and within the [public ways] PUBLIC WAY AND PARK PROPERTIES of the City.
2. Franchisee desires to obtain from City as permitted by law, and City as a municipal corporation desires to grant to Franchisee, a franchise for the right to construct, install, maintain, repair, operate, relocate, replace and remove Facilities relating to the provision of Distributed Antenna Systems ("DAS") services in the Public Way AND ON PARK PROPERTIES within the City (the "Facilities"), in a manner consistent with this Agreement.

**1.0 Definitions**

1.9 "Franchise" means the non-exclusive right granted, by ordinance and subject to this Agreement, to Franchisee to construct, operator, repair, and maintain the Network on, over, under, upon, across, and along the Public Ways AND PARK PROPERTIES.

1.12 "Network" means, collectively, each of the DAS or Small Cell networks operated by Franchisee to provide Services within the corporate boundaries of the City, which include Facilities located on or within streetlights, stand-alone poles, third party utility poles, conduit, ducts and other structures located on or within the Public Way AND PARK PROPERTIES as permitted under this Agreement.

1.14 "PARK PROPERTIES" MEANS THE REAL PROPERTIES CONTROLLED BY THE DEPARTMENT OF RECREATION AND PARKS PURSUANT TO THE PROVISIONS OF ARTICLE VII OF THE CITY CHARTER, WHICH INCLUDES PARKS, ZOOS, SQUARES, ATHLETIC AND RECREATIONAL FACILITIES.

1.15 [1.14] "Person" means any natural person or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for-profit or not-for-profit.

1.16 [1.15] "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way utilized for compatible uses. Public Way shall not include any City buildings, structures or other improvements, regardless of whether they are situated in a public right-of-way.

1.17 [1.16] "Services" means the wireless and wireline access, transmission, and transport of commercial mobile radio services and private mobile services, as those terms are defined in 47 U.S. Code § 332, provided by Franchisee using the Network pursuant to one or more filed tariffs or on individual-case-basis agreements with customers, as authorized by Franchisee's tariffs or by state or federal law.

1.18 [1.17] "Small Cell" means a wireless communications technology installation similar to a DAS network, as the term is generally known in the industry.

## 2.0 Grant of Franchise

The City grants to Franchisee the nonexclusive right to construct, install, maintain, repair, operate, replace and remove Network Facilities within the Public Way AND ON PARK PROPERTIES for the purpose of providing Services, which shall be exercised at Franchisee's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way OR PARK PROPERTIES. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Franchisee a real property interest in land, including any fee, leasehold interest, or easement.

## 2.4 Closing of Public Ways AND PARK PROPERTIES

Nothing in this Agreement shall be construed as a waiver or release of the rights of the City in and to the Public Ways AND PARK PROPERTIES. In the event that all or part of the Public Ways OR PARK PROPERTIES within the Franchise Area are (1) closed to pedestrian and/or vehicular traffic and/or utilities and services comparable to Services; or (2) vacated or if ownership of the land under the affected Public Ways OR PARK PROPERTIES [is] ARE otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Public Ways OR PARK PROPERTIES, or any part of such Public Ways OR PARK PROPERTIES so closed, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Franchisee shall remove its Network from such Public Ways OR PARK PROPERTIES. If such closing, vacation, or transfer of any Public Way OR PARK PROPERTIES OR PARK PROPERTIES is undertaken for the benefit of any private Person, the City shall, as appropriate, condition its consent to such closing, vacation, or transfer of such Public Way OR PARK PROPERTIES on the agreement of such private Person to: (i) grant the Franchisee the right to continue to occupy and use such Public Way OR PARK PROPERTIES; or (ii) reimburse the Franchisee for its reasonable costs to relocate the affected part of the Cable System. The City shall provide reasonable prior notice to Franchisee of any such closing, vacation, or transfer to allow

Franchisee to remove its Cable System where the right to continue to occupy and use such Public Way OR PARK PROPERTIES is not reserved for Franchisee.

...  
**3.0 Relation to Attachment Rights**

This Franchise does not confer upon Franchisee any right to place or attach Facilities directly upon or to structures located in the Public Way OR ON PARK PROPERTIES that are owned by the City or by a third party, including but not limited to City-owned streetlights and third party electric utility poles. Franchisee shall secure and maintain any license, lease or other right as may be necessary for such desired attachment by way of a separate attachment agreement or other similar instrument executed with such entity.

...  
**5.0 Franchise Fee**

For the right to construct, install, maintain, repair, operate, replace and remove Network Facilities in the Public Way OR ON PARK PROPERTIES, Franchisee shall pay to the City a Franchise Fee in the amount of one hundred dollars (\$100.00) per year. Payment shall be made no later than 30 days following the conclusion of each fiscal year.

...  
**7.0 Installation Specifications**

**7.1 Conduit**

For the deployment of new fiber optic cable in the Public Way OR ON PARK PROPERTIES for the Network, Franchisee shall use existing City-owned Conduit. In the event there is no available City-owned Conduit to meet Franchisee's requirements, Franchisee may in coordination with the City causes the construction of additional Conduit in the Public Way OR ON PARK PROPERTIES. If the Franchisee elects not to use or cause the construction of City-owned conduit, the Franchisee agrees to pay an additional fee, as may be required for licenses, leases, or other agreements permitting the attachment of facilities to City-owned street lights and other structures. Any construction performed pursuant to this Section shall be consistent with City specifications and include at least two additional spare ducts for future City use for fiber installation. Franchisee agrees that title in such property shall transfer to the City upon its substantial completion.

**7.2 Installation Plan**

The installation of Facilities shall be made in accordance with plans and specifications approved by the City, and after obtaining all necessary permits for all work in the Public Way OR ON PARK PROPERTIES. Franchisee shall submit to the Baltimore City Department of Transportation an initial installation plan, and any subsequent work plans concerning installations not addressed in the initial work plan, which shall include fully dimensioned site plans and specifications that are drawn to scale and show (1) the specific Facilities, (2) the specific proposed location of such Facilities (including specific identification of each attachment to a City-owned or third-party structure located in the Public Way OR ON PARK PROPERTIES); (3) the route of fiber optic cable utilized by the Network; (4) the proposed type of construction materials for all

structures, and any other details that the City may reasonably request which are also applicable to other regulated utilities operating within the Public Way OR ON PARK PROPERTIES. Such installation plans may be submitted as part of Franchisee's annual construction report described in Section 14.

### 7.3 Approval by City

Franchisee shall not attach, install, maintain, or operate any Facilities in or on the Public Way OR PARK PROPERTIES until plans for such work have been approved by the City (which shall not be unreasonably withheld, delayed, conditioned or denied), and all necessary permits have been properly issued. Substantial modification to an installation plan (including, for example, a change of Node site) made in the course of construction shall require the written consent of the City, upon which the City shall act promptly, and may require modification of an existing or issuance of a new permit.

...

## 8.0 Construction

### 8.2 Safety Precautions

#### 8.2.2 Protection of Construction Areas

The Franchisee shall comply with the safety requirements of all permits, licenses, and other forms of approval or authorization. In addition, Franchisee shall maintain reasonable barriers, lights, signs, cones, and other similar warnings and protective devices required for the safety of the public in compliance with this Agreement and Applicable Law. If the Franchisee places any such device in any Public Way OR ON PARK PROPERTIES, the device shall be placed and maintained in a way that does not interfere with the usual travel or other existing and anticipated uses of the Public Way OR PARK PROPERTIES.

...

### 8.6 Materials and Claims

All materials furnished for any work done [on the Franchised Premises] IN THE PUBLIC WAY OR ON PARK PROPERTIES by Franchisee shall be at Franchisee's sole cost and expense. Franchisee agrees to protect the Franchised Premises, and City, from all claims of contractors, laborers and material men ARISING FROM ITS WORK IN THE PUBLIC WAY OR ON PARK PROPERTIES. Franchisee shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Facilities. Should any such lien be made or filed, Franchisee shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.

...

## **9.0 Maintenance and Repair**

...

### **9.2 Access to Facilities**

Franchisee will be given reasonable access to each of the Facilities in the Public Way OR ON PARK PROPERTIES for the purpose of routine maintenance, repair, or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Franchisee shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

### **9.3 Repair of Public Way AND PARK PROPERTIES**

Franchisee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Franchisee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of Facilities in the Public Way. Franchisee shall promptly repair such damage and return the Public Way, PARK PROPERTIES, and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Franchisee's obligations under this Section 9.3 shall survive for one (1) year past the completion of such reparation and restoration work.

...

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## **11.0 New Poles; Pole Replacement**

### **11.1 New Poles**

Franchisee shall not erect poles, conduits, or other Facilities in [an] A Public Way OR ON PARK PROPERTIES without all necessary permits and authorizations and the express permission of the City. Franchisee acknowledges that the installation of new stand-alone or streetlight poles in the Public Way OR ON PARK PROPERTIES is not the City's preference and agrees to limit such requests as a last resort. In the event the construction of one or more new poles is necessary to execute Franchisee's planned installation of Facilities, Franchisee may request City approval to construct, at Franchisee's sole expense, such poles that will comply with all applicable building permits, applicable City, state and federal specifications and laws ("New Poles"). Any New Poles constructed by Franchisee shall comport with the character of existing poles in the area. City shall consider any request to construct a New Pole in a nondiscriminatory manner and shall accommodate Franchisee's request to the same or substantially similar extent as the City accommodates such requests from other providers of telecommunications services within the City.

...



## **12.0 Removal and Modification of Facilities During Term**

### **12.1 Franchisee Right to Remove**

During the Term, Franchisee shall have the right to remove from the Public Way OR PARK PROPERTIES all or any portion of Facilities from time to time, whether before or after a default under this Franchise, in Franchisee's sole discretion with prior notice to City. Franchisee, at its own cost and expense, shall promptly dispose of any materials used and/or generated any and all removal activities, and shall promptly repair any damage to the Public Way OR PARK PROPERTIES to its condition prior to construction and installation of such Facilities by Franchisee, reasonable wear and tear excepted. Should the Franchisee wish to exercise its right of removal, the Franchisee is required, at its own cost and expense, to leave in place the fiber strands provided for and dedicated to the use of the City.

### **12.3 Removal Due to Termination or Abandonment**

Following the termination of the Franchise for any reason, or in the event Franchisee ceases to operate and abandons the Network, Franchisee shall, within one hundred twenty (120) days, at its sole cost and expense, remove all Facilities from the Public Way OR PARK PROPERTIES and restore the area affected by Facilities to its condition at the commencement of this Franchise, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Franchisee to the Facility or the adjacent property, or as otherwise required by the City. Within 90 days of a written request from City, Franchisee will post a payment bond in the amount of \$500,000.00 to address the City's cost of removing any Facilities not removed by Franchisee within one hundred twenty (120) days of termination, and as compensation for any damage to the Public Way OR PARK PROPERTIES relating to the Facilities, reasonable wear and tear excepted. Alternatively, the City may allow Franchisee, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

## **13.0 Compliance With Laws**

### **13.2 Permits and Other Authorizations**

Franchisee shall apply for, at its sole cost and expense, and obtain all applicable federal, state, county, and City permits and/or Authorizations required in order to construct, operate, or otherwise implement and use Facilities in the Public Way OR ON PARK PROPERTIES, including, but not limited to, a conduit permit and charge, a right of way construction permit, building permits, encroachment permits, and any variance, conditional use permit, ministerial permit, or special exception required under the Baltimore City Zoning Regulations. Franchisee shall pay, as they become due and payable, all fees, charges, taxes and expenses, including conduit charges, associated with such permits and/or other Authorizations. If Franchisee is unable to obtain any necessary permits or Authorizations as required in this Section, Franchisee shall have the right, without obligation, to terminate this Franchise immediately.

## **14.0 Required Reports**

### **14.1 Annual Construction Report**

Not later than the fifteenth (15<sup>th</sup>) day after the close of each calendar year in which any work was performed in the Public Way OR ON PARK PROPERTIES by Franchisee, the Franchisee shall provide the Baltimore Department of Transportation AND, IN REGARD TO INSTALLATIONS ON PARK PROPERTIES THE DEPARTMENT OF RECREATION AND PARKS, with the following:

- A. An updated "as-built" map clearly indicating each Node, pad-mounted Facility, control box, and associated fiber network route in the Public Way OR ON PARK PROPERTIES. Specific identification of attachments to City-owned structures or structures owned by a third party located in the Public Way OR ON PARK PROPERTIES. Specifying owner of underlying facility (i.e., city, BGE);

## **15.0 Default and Remedies**

### **15.1 Default by Franchisee**

In the event of default by Franchisee, the City shall have the right, while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to Franchisee, to terminate this Franchise and promptly remove or require Franchisee to promptly remove Facilities from the Public Way OR PARK PROPERTIES, at Franchisee's sole cost and expense, without prejudice to any other remedy which the City might be entitled to pursue, including but not limited to City's rights under Section 17 to eliminate any interference caused by Facilities. No portion of the Franchise Fee shall be refunded in the event of a termination on default.

## **16.0 City Termination Right**

In addition to the remedies set forth in this Section 17, the City shall have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the Public Way OR PARK PROPERTIES; (ii) if Franchisee's licenses to operate the Network and/or provide Service are terminated, revoked, expired, or otherwise abandoned; or (iii) for the City's convenience.

## **24.0 Environmental**

- (a) Except in strict accordance with all applicable laws and regulations, Franchisee shall not at any time within the Public Way OR ON PARK PROPERTIES store, treat, transport or dispose of any hazardous substance, hazardous waste or oil as defined by the Resource, Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., Maryland Environment Article Code Ann., Title 4, Sec. 4-401, et seq. and Maryland Environment Article Code Ann., Title 7, subtitle 2.

- (b) "Environmental Conditions" as used in this Agreement shall mean discovered or undiscovered contaminants, pollutants, or toxic substances affecting health or the environment, in any way arising from or related to the subject matter of this Franchise which could, or do, result in any damage, loss, cost or expense to, or liability, by City to any person including a government agency or other entity.
- (c) In addition to all other indemnifications contained herein, Franchisee specifically agrees to indemnify, reimburse, defend and hold harmless City, its elected/appointed officials, employees, agents and representatives ("Indemnified Parties") from and against any and all losses, costs, liabilities, including but not limited to liabilities, demands, obligations, claims, suits, actions and expenses, attorneys' fees, consultant fees and court costs connected therewith, brought against the Indemnified Parties, or incurred by any of them, by reason of injury to persons, including death, and damage to property arising out of Environmental Conditions or resulting from any direct, or indirect, willful, or negligent acts or omissions of Franchisee, its contractors, agents, or employees arising from Environmental Conditions, unless solely caused by the negligent act of City. Notwithstanding anything to the contrary herein, Franchisee agrees to defend, indemnify and hold harmless the Indemnified Parties from and against all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses judgments and reasonable attorney fees that the Indemnified Parties may suffer or incur due to the existence of any Hazardous Substances on the Franchised Premises [and], in the Public Way OR ON PARK PROPERTIES or migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that arise from the Franchisee's and or its representatives activities on the Franchised Premises [or], the Public Way OR PARK PROPERTIES. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This provision shall be in addition to, and separate from, any remedies available to City for breach by the Franchisee of its obligations under any of the provisions of this Agreement and shall in no way limit any recourse that the City may have at the time against Franchisee pursuant to any federal, state or local laws. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.
- (d) City represents to best of its knowledge, without having made inquiry that there is no Hazardous Substance within the Public Way OR PARK PROPERTIES. Hazardous Substance is any substance identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. City shall not introduce or use any Hazardous Substance in the Public Way OR ON PARK PROPERTIES in violation of any applicable law. City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance to the extent caused by the City, that have occurred or which may occur in the Public Way OR ON PARK PROPERTIES. City agrees to defend, indemnify and hold harmless the Franchisee from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and

reasonable attorney fees that the Franchisee may suffer or incur due to the existence of any Hazardous Substances in the Public Way OR IN PARK PROPERTIES or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), arise from the City's activities [on the Franchised Premises] IN THE PUBLIC WAY OR ON PARK PROPERTIES to the extent allowable under subsection 5-303 (a), (b) and (c) of the Courts and Proceedings Article of the Maryland Annotated Code. City agrees to defend, indemnify and hold Franchisee harmless from Claims resulting from Actions on the [Franchised Premises Property] PUBLIC WAY OR ON PARK PROPERTIES caused by City prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section shall survive the termination or expiration of this Agreement.

## 25.0 Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or by certified mail, return receipt requested; to the following addresses:

**City:** The Mayor and City Council of Baltimore  
Department of Transportation  
Attn: Director  
417 E. Fayette Street, Fifth Floor  
Baltimore, Maryland 21202

*with a copy which shall not constitute legal notice to:*

Baltimore City Department of Real Estate  
Room 304 City Hall  
100 North Holliday Street  
Baltimore, Maryland 21202  
410-396-4768  
410-528-1437 (fax)

All Franchise Fee payments to the City should be mailed to the following address and to the attention of:

Director of Finance  
Bureau of Treasury Management  
Collections Division  
200 N. Holliday Street  
Baltimore, Maryland 21202

**Franchisee:**

Crown Castle [NG Atlantic] FIBER LLC  
c/o Crown Castle USA Inc.  
200 Corporate Drive  
Cannonsburg, PA 15317-8564  
Attn: [E. Blake Hawk] KEN SIMON, General Counsel, Legal  
Department

*And with a copy which shall not constitute legal notice to:*

Crown Castle [NG Atlantic] FIBER LLC  
2000 Corporate Drive  
Cannonsburg, PA 15317-8564  
Attn: SCN Contracts Management

...  
**27.0 Miscellaneous**

...  
**27.3 Taxes**

...  
(b) Franchisee shall indemnify City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against City in relation to the taxes owed or assessed on the [Franchised Premises] PUBLIC WAY OR ON PARK PROPERTIES DUE TO FRANCHISEE'S IMPROVEMENTS THEREIN.

...  
**27.6 Change in Law and Severability**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

If, as a result of a change in law by statute, rule, ruling or otherwise, the total compensation to the City arising as a result of Franchisee's occupation of the Public Way OR PARK PROPERTIES (including attachments on City-owned facilities therein) is materially reduced, the Parties agree to negotiate in good faith to amend this Agreement to ensure that total compensation to the City remains substantially comparable, to the extent permitted under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**ATTEST:**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**CUSTODIAN OF THE CITY SEAL**

**FRANK MURPHY  
ACTING DIRECTOR**

**DEPARTMENT OF TRANSPORTATION**

**BY:** \_\_\_\_\_

**REGINALD MOORE, DIRECTOR**

**DEPARTMENT OF RECREATION AND  
PARKS**

**WITNESS/ATTEST:**

**CROWN CASTLE FIBER LLC**

\_\_\_\_\_

**BY:** \_\_\_\_\_ **(SEAL)**

**NAME:**

**TITLE:**

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

**APPROVED BY THE BOARD OF  
ESTIMATES**

\_\_\_\_\_

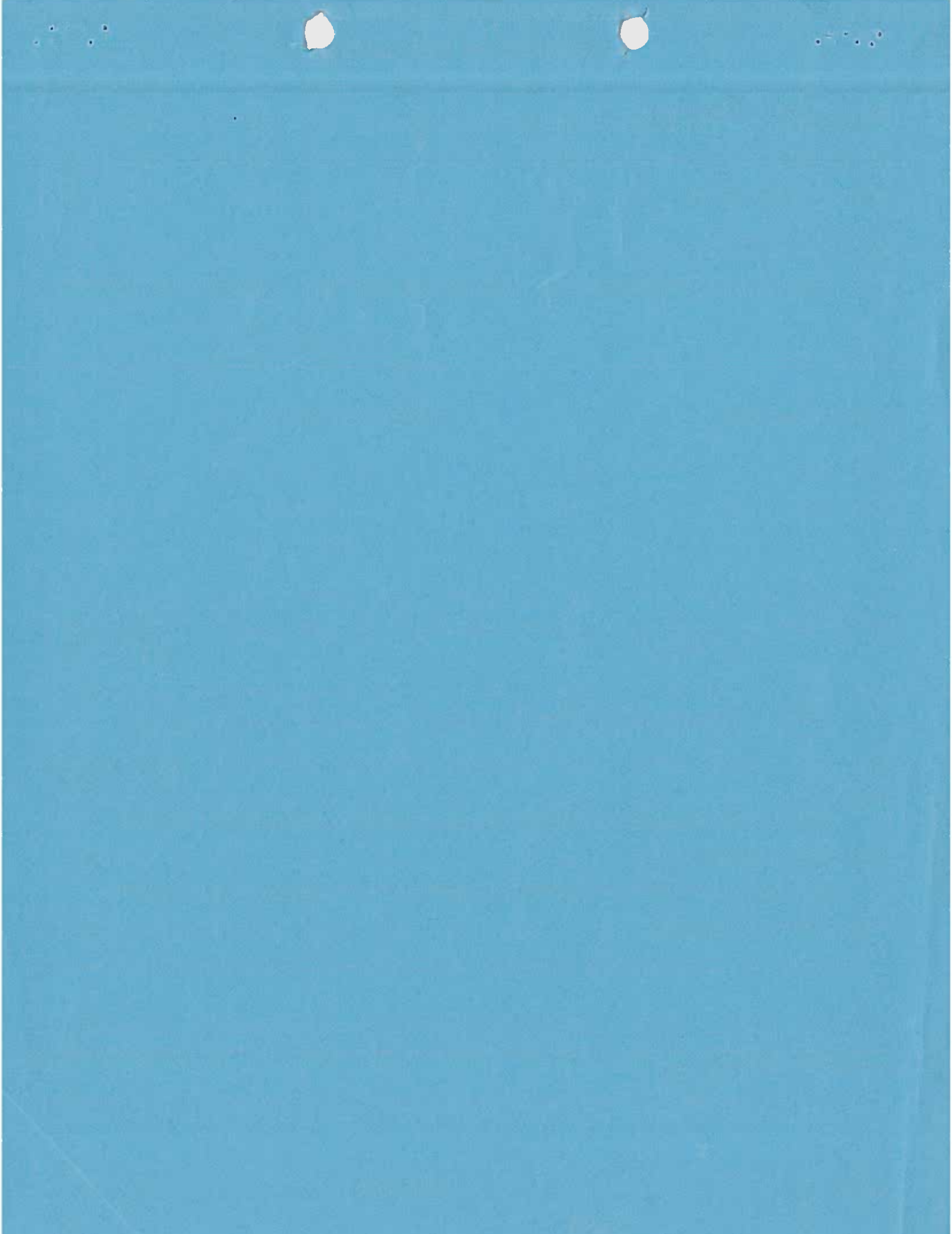
\_\_\_\_\_

**CHIEF SOLICITOR**

**CLERK**

**DATE**

**SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect when it is enacted.



**ACTION BY THE CITY COUNCIL**

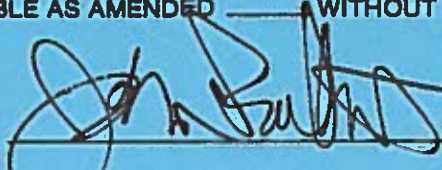
JUL 22 2019

FIRST READING (INTRODUCTION) \_\_\_\_\_ 20 \_\_\_\_\_

PUBLIC HEARING HELD ON 8-27 \_\_\_\_\_ 20 19

COMMITTEE REPORT AS OF 9-9 \_\_\_\_\_ 20 19

\_\_\_\_\_ FAVORABLE \_\_\_\_\_ UNFAVORABLE  FAVORABLE AS AMENDED \_\_\_\_\_ WITHOUT RECOMMENDATION

  
\_\_\_\_\_  
Chair

COMMITTEE MEMBERS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMITTEE MEMBERS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECOND READING: The Council's action being favorable (unfavorable), this City Council bill was (was not) ordered printed for  
Third Reading on: \_\_\_\_\_

SEP 09 2019

Amendments were read and adopted (defeated) as indicated on the copy attached to this blue backing. \_\_\_\_\_ 20 \_\_\_\_\_

THIRD READING \_\_\_\_\_ 20 \_\_\_\_\_

SEP 23 2019

\_\_\_\_\_ Amendments were read and adopted (defeated) as indicated on the copy attached to this blue backing.

THIRD READING (ENROLLED) \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ Amendments were read and adopted (defeated) as indicated on the copy attached to this blue backing.

THIRD READING (RE-ENROLLED) \_\_\_\_\_ 20 \_\_\_\_\_

WITHDRAWAL \_\_\_\_\_ 20 \_\_\_\_\_

There being no objections to the request for withdrawal, it was so ordered that this City Council Ordinance be withdrawn from the files of the City Council.

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Clerk