

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2008 Legislative Session**

Bill No. CB-67-2008

Chapter No. 67

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Member Dean

Co-Sponsors \_\_\_\_\_

Date of Introduction October 21, 2008

**BILL**

1 AN ACT concerning

2                   Telecommunications Transmission Facility Coordinating Committee

3 For the purpose of amending procedures pertaining to the Prince George’s County

4 Telecommunications Transmission Facility Coordinating Committee and repealing provisions of  
5 the Telecommunications Franchise Law.

6 BY repealing and reenacting with amendments:

7                                   SUBTITLE 5A. CABLE TELEVISION AND  
8                                   TELECOMMUNICATIONS.

9                                   Sections 5A-149, 5A-150, 5A-159, 5A-160, 5A-161,  
10                                  5A-162, 5A-163, 5A-164, 5A-165, and 5A-166,  
11                                  The Prince George's County Code  
12                                  (2003 Edition, 2006 Supplement).

13 BY repealing:

14                                   SUBTITLE 5A. CABLE TELEVISION AND  
15                                   TELECOMMUNICATIONS.

16                                  Sections 5A-151, 5A-152, 5A-153, 5A-154,  
17                                  5A-155, 5A-156, 5A-157, 5A-158, and 5A-167,  
18                                  The Prince George's County Code  
19                                  (2003 Edition, 2006 Supplement).

20  
21

1 BY renumbering:

2 SUBTITLE 5A. CABLE TELEVISION AND  
3 TELECOMMUNICATIONS.

4 Sections 5A-159 through 5A-166, respectively  
5 to be Sections 5A-151 through 5A-158, respectively  
6 The Prince George’s County Code  
7 (2003 Edition, 2006 Supplement).

8 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
9 Maryland, that Sections 5A-149, 5A-150, 5A-159, 5A-160, 5A-161, 5A-162, 5A-163, 5A-164,  
10 5A-165, and 5A-166 of the Prince George's County Code be and the same are hereby repealed  
11 and reenacted with the following amendments:

12 **SUBTITLE 5A. CABLE TELEVISION AND TELECOMMUNICATIONS.**  
13 **DIVISION 2. TELECOMMUNICATIONS [FRANCHISES].**

14 **Sec. 5A-149. Short title; purposes.**

15 (a) This Division shall be known and may be cited as the Telecommunications [Franchise  
16 Law] Regulatory Code.

17 \* \* \* \* \*

18 (1) To promote the public health, safety, and general welfare by providing for the  
19 [grant of franchises for the] construction, replacement, reconstruction, operation, and  
20 maintenance of telecommunications systems;

21 \* \* \* \* \*

22 **Sec. 5A-150. Definitions.**

23 (a) In this Division, the following words and phrases have the meanings indicated:

24 (1) **Administrative Recommendation** means a Telecommunications Transmission  
25 Facility Coordinating Committee (TTFCC) recommendation that the TTFCC Chair or designee  
26 is authorized to grant after administrative review of an application for a Minor Modification or  
27 Cell on Wheels.

28 (2) **Administrative Review** means the examination of a TTFCC application for a  
29 Minor Modification or Cell on Wheels by the TTFCC Chair or designee to assure that the  
30 application is complete and accurate.

1           (3) **Antenna** means any structure or device used to collect or radiate electromagnetic  
 2 waves for the provision of cellular, paging, personal communications services and microwave  
 3 communications. Such structures and devices include, but are not limited to, directional  
 4 antennas, such as panels, microwave dishes, satellite dishes and omnidirectional antennas, such  
 5 as whips.

6           (4) **Applicant** means a person who submits an application.

7           [(2)] (5) **Application** means a request for [authority to construct, replace, reconstruct,  
 8 operate, or maintain a telecommunications system] the TTFCC to review and evaluate a new  
 9 Telecommunications Transmission Facility within the County public rights-of-way[; transfer a  
 10 franchise; renew a franchise; or modify a franchise.] , on public property or private property. An  
 11 application includes [the initial request plus all] all the requirements for submission of an  
 12 application and any subsequent [written amendments or supplements to the request] information  
 13 to amend the application or in reply to requests for additional information.

14           [(3) **Cable Franchisee** means a person that is providing cable service, as defined by  
 15 federal law, pursuant to a valid franchise issued in accordance with Division 1 of this Subtitle.]

16           (6) **Cell on Wheels (COW)** means a portable self-contained cell site that can be  
 17 moved to a location and set up to provide wireless telecommunications services on a temporary  
 18 or emergency basis, for a period up to one hundred twenty (120) days but not more than the  
 19 period permitted by the Building Code Official. A COW is normally vehicle mounted and  
 20 contains a telescoping boom as the antenna support structure.

21           (7) **Co-location** means the siting of Telecommunications Transmission Facilities on  
 22 an existing support structure with other antenna(s).

23           [(4) **Control of a franchisee or applicant** means the legal or practical ability to direct  
 24 the affairs of the franchisee or applicant either directly or indirectly, whether by contractual  
 25 agreement or majority ownership of an economic interest, or in any other manner.]

26           [(5)] (8) **Director** means the Director of the Office of Information Technology and  
 27 Communications.

28           [(6) **Franchise** means the right granted by the County to construct, operate, replace,  
 29 reconstruct, and maintain all or any part of a telecommunications system over, on, or under  
 30 public property and/or public rights-of-way within all or specified areas of the County. The term  
 31 does not include any license or permit that may be required by this Division or other laws,

1 | ordinances, or regulations of the County for the privilege of transacting and carrying on a  
 2 | business within the County or for disturbing the surface of any street, road, public thoroughfare,  
 3 | public property, or public right-of -way.]

4 |       [(7) **Franchise Agreement** means a contract entered into in accordance with the  
 5 | provisions of this Division between the County and a franchisee that sets forth the terms and  
 6 | conditions under which the franchise will be exercised.]

7 |       [(8) **Franchisee** means any person granted a franchise under this Division.]

8 |       [(9) **Gross Revenues** means all revenues derived directly or indirectly by the  
 9 | franchisee, its affiliates, subsidiaries, parent companies, and any person in or with whom the  
 10 | franchisee has a financial interest, or revenues received by the franchisee from a person with  
 11 | whom the franchisee has a revenue-producing agreement, from the operation of the  
 12 | Telecommunications System in the designated franchise area, which operation shall be  
 13 | interpreted to include all telecommunications services, provided, however, that any amounts  
 14 | includable as gross revenues that are received by an affiliate or any other entity that is a  
 15 | sublessee of a franchisee's telecommunications system shall not be counted as gross revenues to  
 16 | the extent that such amounts are also received by the franchisee and subject to the right-of-way  
 17 | charge, to ensure that no such revenue is counted twice. This term shall not include taxes  
 18 | imposed directly upon any subscriber or user by the Federal, State, County, or other  
 19 | governmental unit and which the franchisee is required to collect on behalf of said governmental  
 20 | unit. A right-of-way charge is not such a tax. Gross Revenues shall include, but not be limited  
 21 | to:]

22 |               [(A) All gross revenues from local telecommunications services billed to a  
 23 | County address or account number or originating or terminating within the unincorporated area  
 24 | of the County;]

25 |               [(B) All gross revenues from long distance telecommunications services billed to  
 26 | a County address or account number or originating or terminating within the unincorporated area  
 27 | of the County;]

28 |               [(C) All gross revenues from telecommunications services levied on a usage or  
 29 | usage-sensitive, mileage, or flat-rate basis;]

30 |               [(D) All gross revenues collected from connection or disconnection fees;]

1 [(E) All gross revenues from penalties or charges to customers for checks  
2 returned from banks, net of bank costs paid; all gross revenues from recoveries of bad debts  
3 previously written off; and revenues from sales of assignments of bad debts. Unrecovered bad  
4 debts charged off after diligent, unsuccessful efforts to collect may be excluded from gross  
5 revenue computations;]

6 [(F) All gross revenues from the rental, lease or sublease of any conduit space, or  
7 of any portion of the franchisee's telecommunications system, or of any capacity to other  
8 persons, whether or not owned in whole or part by the franchisee, for the provision of  
9 telecommunications services, including, but not limited to, all gross revenue from local access  
10 fee charges;]

11 [(G) All other gross revenues from the provision of telecommunications services  
12 provided by the franchisee within the County;]

13 [(H) The value of any bartered services provided by the franchisee, except those  
14 free services required under the franchise agreement;]

15 [(I) All gross revenues included in any Federal Communications Commission  
16 chart of accounts of telecommunications revenue; and]

17 [(J) All gross revenues collected as a line item or otherwise passed through to the  
18 consumer, including, but not limited to, right-of-way charges.]

19 [(10)] (9) **Minor Antenna** means a radio/antenna device no more than twenty-five  
20 (25) inches in length, fifteen (15) inches in width, and ten (10) inches in height (excluding  
21 mounting brackets, fasteners, cabling, and antenna), with five watts or less of transmitter output  
22 power, which is installed on streetlight arms or mast arms mounted on preexisting poles, or  
23 rooftops or other preexisting support structures.

24 (10) **Minor Modification** means changes to an existing Telecommunications  
25 Transmission Facility that does not result in a material change to the existing facility or support  
26 structure.

27 (11) **Monopole** means a single, self-supporting pole-type structure, tapering from base  
28 to top and supporting a fixture designed to support Telecommunications Transmission Facilities.

29 [(11)] (12) **Person** means, including but not limited to, any individual, corporation,  
30 partnership, association, joint venture, or organization of any kind and the lawful trustee,  
31 successor, assignee, transferee, or personal representative thereof.

1           (13) **Private Property** means any real property owned or controlled by a single  
 2 individual or by a group of individuals collectively. Private property is any property that is not  
 3 public property.

4           [12] (14) **Public Property** means any real property owned or controlled by the County  
 5 [that is specifically identified in the franchise agreement,] or another public entity including  
 6 buildings, and may include surplus property as defined in Section 2-111.01 of this Code. To the  
 7 extent of any conflict with Section 2-111.01, this Division prevails.

8           [13] (15) **Public Right-of-Way** means the surface and space above, on, beside, and  
 9 below any public highway, avenue, street, lane, alley, boulevard, concourse, driveway, bridge,  
 10 tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, building, public easement, right-  
 11 of-way, or any other public ground or water within the unincorporated area of the County or  
 12 belonging to the County.

13           (16) **Support Structure** means a structure, including, but not limited to, buildings,  
 14 monopoles, towers and other free-standing self-supporting or guyed structures that may support  
 15 telecommunications facilities.

16           [14] (17) **Telecommunications** means the transmission, between or among points  
 17 specified by the user, of information of the user's choosing without change in the form or content  
 18 of the information as sent and received.

19           [15] (18) **Telecommunications Services** means the offering of telecommunications  
 20 for a fee, by a person, which the person is authorized to provide under applicable Federal, State,  
 21 and local law, regardless of the facilities used. It includes, without limitation, transmission by  
 22 optical fiber, coaxial cable, wireless methods, or any other means, and includes, without  
 23 limitation, voice, video, data, telephone service, cellular service, and personal communications  
 24 services.

25           [16] (19) **Telecommunications System** means all or any part of a facility that  
 26 occupies County property and/or public rights-of-way owned or controlled by the County and is  
 27 used to provide one or more telecommunications services.

28           [17] (20) **Telecommunications Transmission Facility** means any antenna [mounted  
 29 on a] and/or support structure which is used to transmit or retransmit wireless voice, data, or  
 30 image information, but shall not mean or include a Minor Antenna.

1            [(18)] (21) **Telecommunications Transmission Facility Coordinator** means the  
 2 [person responsible for:] person designated by the County Executive for providing support  
 3 services to the TTFCC.

4            [(A) The preparation of a master plan for the erection of telecommunications  
 5 transmission facilities;]

6            [(B) The coordination of applications for the erection of telecommunications  
 7 transmission facilities in the County; and]

8            [(C) Such approval by the County as required by provisions of County law other  
 9 than this definition.]

10           [(22) **Tower** means a lattice-type structure, guyed or freestanding, that supports one or  
 11 more antennas.

12           [(19) **Transfer of a Franchise** means any transaction in which:]

13           [(A) An ownership or other interest in or control of a franchisee or its  
 14 telecommunications system is transferred, directly or indirectly, from one person or group of  
 15 persons to another person or group of persons so that actual working control of the franchisee’s  
 16 telecommunications system is transferred; or]

17           [(B) The rights held by the franchisee under a franchise agreement are transferred  
 18 or assigned to another person or group of persons.]

19           [(20) **Transfer of Interest** in a franchisee means the sale or transfer, directly or  
 20 indirectly, of an existing or newly created equity interest in the franchisee that may or may not  
 21 result in a transfer of control of the franchisee.]

22           [(21)] (23) **Wireless [c]Communication [s]System** means all or any part of a facility  
 23 that is licensed by the Federal Communications Commission under Title 47, Code of Federal  
 24 Regulations, Parts 20, 22, 24, 90, or 101, and is located in whole or in part on public property  
 25 and/or public rights-of-way and is used to provide one or more telecommunications services.

26 **Sec. 5A-159. Applicability.**

27           (a) The provisions of this Division shall apply to all telecommunications transmission  
 28 systems either installed or under construction within the County as of the effective date of this  
 29 Division or thereafter installed or constructed.

1            [(b) Within ninety (90) days of the effective date of this law, any person owning or  
 2 controlling such system subject to this Division shall file an application for a franchise as  
 3 specified herein. This period of time may be extended by the County Executive for good cause.]

4            [(c)] (b) Failure of a person to file an application within the time specified shall be a  
 5 violation of this Division and may result in the immediate revocation of any existing permits[,]  
 6 or licenses[, or franchises] issued by the County allowing such person to occupy any public  
 7 property and/or right-of-way in relation to the use, operation, or maintenance of a  
 8 telecommunications system. Upon revocation of such permits[, or licenses[, or franchises] for  
 9 failure to file an application within the time specified, the County may order prompt removal of  
 10 such facilities at the person’s expense and seek other redress, both legal and equitable.

11 **Sec. 5A-160. Site leasing.**

12            (a) The County may enter into leases [in lieu of a franchise agreement under Section 5A-  
 13 151] for appropriate sites, antenna space on towers and other supporting structures, and  
 14 accessory buildings on County property with telecommunications providers and radio users.  
 15 Such leases shall contain reasonable provisions protecting the interests of the County. Such  
 16 leases for telecommunications transmission facilities shall comply with the provisions of Section  
 17 5A-165. To the extent that this Division conflicts with Section 2-111.01, this Division prevails.

18            \*            \*            \*            \*            \*            \*            \*            \*

19 **Sec. 5A-161. Telecommunications Transmission Facility Coordinating Committee.**

20            (a) The Telecommunications Transmission Facility Coordinating Committee shall consist  
 21 of:

22                    (1) [The Telecommunications Transmission Facility Coordinator;]

23                    [(2)] The Director of the Department of Environmental Resources or the Director’s  
 24 designee;

25                    [(3)] (2) The Director of the Department of Public Works and Transportation or the  
 26 Director’s designee;

27                    [(4)] (3) The Planning Director or the Director’s designee;

28                    [(5)] (4) The Superintendent of Schools or the Superintendent’s designee;

29                    [(6)] (5) The Director of the Office of Information Technology and Communications  
 30 or the Director’s designee; and

31                    [(7)] (6) The County Council Administrator or the Administrator's designee.



1 (b) The County Executive and County Council shall designate a Telecommunications  
 2 Transmission Facility Coordinator as an ex-officio, non voting member of the TTFCC.

3 (c) The TTFCC Chair and Vice-Chair shall be elected from among and by the TTFCC  
 4 membership.

5 [c] (d) The Director [of the Office of Information Technology and Communications]  
 6 shall make available to the Telecommunications Transmission Facility Coordinating Committee  
 7 such services and facilities as are necessary for the proper performance of its duties.

8 [(d) The Telecommunications Transmission Facility Coordinator shall maintain a database  
 9 of all telecommunications transmission facilities located in the County and those facilities  
 10 proposed to be located in the County.]

11 (e) The Telecommunications Transmission Facility Coordinating Committee shall:

12 (1) [s]Serve as a central source of information and provide technical advice on the  
 13 siting of telecommunications transmission facilities for the County, the Maryland-National  
 14 Capital Park and Planning Commission, the Board of Education and other public landowners,  
 15 private landowners, licensed telecommunication carriers, and the general public[.] ;

16 [(f) The Telecommunications Transmission Facility Committee shall]

17 (2) [p]Promote the appropriate and efficient location and co-location of  
 18 telecommunications transmission facilities to minimize adverse impacts on other land uses in the  
 19 County[. The Telecommunications Transmission Facility Committee shall, among other  
 20 things,];

21 (3) [e]Evaluate the esthetic effects of locating multiple telecommunications  
 22 transmission facilities in a single location or on a single structure[.];

23 [(g) The Telecommunications Transmission Facility Committee shall:]

24 [(1) Review the siting of each proposed telecommunications transmission facility;]

25 [(2) Evaluate the technical rationale of proposed locations;]

26 [(3)] (4) Recommend alternative sites and techniques where appropriate to mitigate  
 27 the visual impact of the proposed and alternative site and provide a copy of the recommendation  
 28 to the [c] Council member in whose district the telecommunications transmission facility is to be  
 29 located;

1            [(4)] (5) Recommend provisions governing removal of the proposed  
 2 telecommunications transmission facility at the end of its useful life, including the posting of a  
 3 bond or other financial guarantee;

4            [(5)] (6) Facilitate public participation in the telecommunications transmission  
 5 facility siting process; and

6            [(6)] (7) Report annually to the County Executive [and/or the County Council and] as  
 7 requested on siting policy issues.

8            (f) The Telecommunications Transmission Facility Coordinator shall:

9            (1) Prepare a master plan of existing and planned Telecommunications Transmission  
 10 Facilities in the County;

11            (2) Maintain a database of all applications reviewed by the TTFCC and those  
 12 facilities proposed to be located in the County;

13            (3) Advise the County on telecommunications matters as requested;

14            (4) Review the siting of each proposed Telecommunications Transmission Facility;

15            (5) Evaluate the technical rationale of the proposed locations; and

16            (6) [Recommend] Evaluate alternative sites and techniques where appropriate to  
 17 mitigate the visual impact of the proposed and alternative sites[.]and report the findings to the  
 18 TTFCC.

19 **Sec. 5A-162. Telecommunications transmission facility application fees.**

20            (a) The applicant [for each telecommunications transmission facility shall pay a site  
 21 review right-of-way charge of Two Hundred Fifty Dollars (\$250.00) at the time the application  
 22 for a new proposed location is made. There shall be no charge for an application to co-locate on  
 23 an existing structure.] shall submit the following filing fees with the submission of each  
 24 application:

25            (1) Two Thousand Five Hundred Dollars (\$2,500.00) for an application to construct a  
 26 new tower, monopole or support structure.

27            (2) One Thousand Five Hundred Dollars (\$1,500.00) for an application to co-locate  
 28 on an existing Telecommunications Transmission Facility.

29            (3) Five Hundred Dollars (\$500.00) for a Minor Modification.

30            (4) Five Hundred Dollars (\$500.00) at the time of filing an annual plan update to the  
 31 applicant's master plan.

1           (5) Two Hundred Fifty Dollars (\$250.00) for modification or revision of the  
2 application and/or plans. The fee shall be a minimum of Two Hundred Fifty Dollars (\$250.00)  
3 unless an extensive application and plan review is required, then the fee shall be determined by  
4 the TTFCC Chair and sufficient to offset the cost of the additional plan review and services.

5           (b) The [site review right-of-way charge] application fee is in addition to any permit or  
6 other right-of-way charges required.

7 **Sec. 5A-163. Telecommunications transmission facility inventory.**

8           \*           \*           \*           \*           \*           \*           \*           \*           \*

9           (c) Before [approval] a recommendation may be granted to site a telecommunications  
10 transmission facility in the County, the Telecommunications Transmission Facility Coordinator  
11 shall draft a master plan of actual and proposed telecommunications transmission facilities in the  
12 County. The TTFCC Chair shall [and] submit the master plan to the County Executive for  
13 advisory approval. The County Executive will transmit the master plan to the County Council  
14 for advisory approval only no later than October 1 of each year. The County Council shall have  
15 [thirty (30)] ~~thirty (30)] sixty (60)~~ calendar days to review and comment. The months of August and  
16 December shall not be considered when calculating the [thirty (30)] ~~thirty (30)] sixty (60)~~ day period. The  
17 County Council may [indicate approval or disapproval of] provide any recommendation(s) to the  
18 proposed plan [to] within the [thirty (30)] ~~thirty (30)] sixty (60)~~ day period by submitting a letter to the  
19 [Telecommunications Transmission Facility Coordinator] TTFCC Chair. The master plan shall  
20 identify areas of the County where additional sites for telecommunications transmission facilities  
21 are anticipated to be needed to provide service for public and private uses. Notice of all changes  
22 to the plan shall be made as provided in this Subsection.

23           (d) The TTFCC Chair shall submit the TTFCC Annual Report to the County Executive for  
24 approval. The County Executive will transmit the Annual Report to the County Council no later  
25 than May 1 of each year. The report shall inform the County Executive and the County Council  
26 of the activities of the TTFCC and recommend strategies for further improving the deployment  
27 of wireless services to the citizens.

28 **Sec. 5A-164. Telecommunications transmission facility applications.**

29           \*           \*           \*           \*           \*           \*           \*           \*           \*

30           (e) At least 30 days prior to the acceptance by the Telecommunications Transmission  
31 Facility Coordinating Committee of an application for a Telecommunications

1 [Telecommunication] Transmission Facility for a new monopole, tower or pole for the support of  
2 an antenna (electronic, radio, television, transmitting, or receiving) every applicant shall send an  
3 informational mailing to all adjoining property owners, including owners whose property lie  
4 directly across a street, alley, or stream and to every municipality located within one mile of the  
5 new facility, to the County Council member of the District [that] where the new facility is  
6 proposed and to all civic associations registered with the Maryland-National Capital Park and  
7 Planning Commission located within one mile of the new monopole, tower or pole for the  
8 support of an antenna. The parties will be notified by the informational mailing that they may  
9 request a briefing within 30 days of the mailing. An application that proposes to increase the  
10 height of an existing tower, monopole or pole is included as one that requires notification  
11 required in this Section.

12 (f) Every applicant and the TTFCC Chair or Chair’s designee shall meet and brief the  
13 above mentioned parties if requested by these parties within 30 days of the date of sending the  
14 informational mailing. The requested meeting and briefing must occur prior to the [approval]  
15 recommendation of the new facility by the Telecommunications Transmission Facility  
16 Coordinating Committee.

17 (g) All applications shall be reviewed in an efficient and timely manner, with a goal of  
18 making a TTFCC recommendation within 60 days after a complete application is submitted to  
19 the Telecommunications Transmission Facility Coordinator.

20 (h) Applications for Minor Modifications and COWs may be administratively reviewed  
21 and recommended by the TTFCC Chair or designee on behalf of the TTFCC without prior  
22 review by the TTFCC members.

23 (i) The recommendation for an application by the TTFCC or TTFCC Chair will remain  
24 valid for one year from the date of the TTFCC’s disposition. If a building permit application has  
25 not been made within that time the TTFCC’s recommendation is no longer valid and a new  
26 application must be submitted for review by the TTFCC. All previous applications for which a  
27 TTFCC recommendation has been issued which have not been permitted within one year of the  
28 effective date of enactment of this bill will no longer be valid.

29 **Sec. 5A-165. Uniform contracts for use of County facilities.**

30 \* \* \* \* \*

1 **Sec. 5A-166. Administration; Executive regulations.**

2 (a) The County Executive shall administer and enforce this Division [and any franchise  
3 agreement].

4 \* \* \* \* \*

5 SECTION 2. BE IT FURTHER ENACTED that Sections 5A-151, 5A-152, 5A-153,  
6 5A-154, 5A-155, 5A-156, 5A-157, 5A-158, and 5A-167 of the Prince George’s County Code be  
7 and the same are hereby repealed:

8 **SUBTITLE 5A. CABLE TELEVISION AND TELECOMMUNICATIONS.**

9 **DIVISION 2. TELECOMMUNICATIONS [FRANCHISES].**

10 **[Sec. 5A-151. Franchise requirement.]**

11 [(a) A person shall not construct, operate, replace, reconstruct, or maintain a  
12 telecommunications system on, over, or under any public rights-of-way in the unincorporated  
13 area of the County without a franchise granted by the County to provide telecommunications  
14 services within the County. The County may grant one or more franchises in accordance with  
15 this Division.]

16 [(b) A person shall obtain a franchise, subject to the provisions of this Division, for any  
17 telecommunications system that occupies one or more portions of public property and/or the  
18 public rights-of-way.]

19 [(c) The provisions of this Division do not apply to a cable franchisee who is providing  
20 only cable service in accordance with the provisions of Division 1 of this Subtitle. A person who  
21 provides any telecommunications service other than cable service over a cable system must  
22 obtain a separate franchise pursuant to this Division for such a system insofar as that system is  
23 used to provide telecommunications service.]

24 [(d) The franchise requirement of Subsections (a), (b), and (e) does not apply to a  
25 telecommunications provider that makes limited and specified use of the public rights-of-way for  
26 a telecommunications system. Such a provider must obtain a site lease pursuant to Section 5A-  
27 160 of this Division for the specific sites to be used in the public rights-of-way. By way of  
28 illustration and not limitation, a wireless provider who utilizes only a specific portion of the  
29 right-of-way for an interconnection with a wireline facility must obtain a site lease pursuant to  
30 Section 5A-160 in lieu of a franchise agreement pursuant to Section 5A-151.]

1 [(e) No person shall provide a telecommunications service through facilities owned,  
2 maintained, or operated by any party upon, across, beneath, or over any public right-of way in  
3 the County without obtaining a franchise therefor pursuant to the provisions of this Division.]

4 [(f) The provisions of this Division do not apply to communications circuits and lines  
5 installed in conjunction with the facilities of a public utility, where those circuits and lines are  
6 utilized solely for communications for, and in connection with, the internal conduct of the  
7 utility's own affairs.]

8 [(g) The County may, upon application in proper form, issue a license to any person  
9 demonstrating a need in the course of its business to emplace or operate private communications  
10 lines in the public rights-of-way to facilitate internal communications between or among its  
11 places of business. Such license shall not authorize the provision of telecommunications services  
12 for hire. Operation under such a license does not require payment of a right-of-way charge  
13 pursuant to the provisions of this Division; however, all applicable permit fees and other County  
14 requirements must be met by the applicant prior to the issuance of a license under this Section.]

15 **[Sec. 5A-152. Application for franchise.]**

16 [(a) An application for a franchise must be on a form supplied by the County and include,  
17 at a minimum, the following information:]

18 [(1) The name, address, telephone and facsimile number of the applicant;]

19 [(2) The name, address, and telephone number of a responsible person whom the  
20 County may notify or contact at any time concerning the applicant's telecommunications  
21 system;]

22 [(3) An engineering site plan showing the proposed location of the  
23 telecommunications system, including any manholes or overhead poles; the size, type, and  
24 proposed depth of any conduit or other enclosures; the relationship of the system to all existing  
25 poles, utilities, sidewalks, and other improvements within the public rights-of-way; and the  
26 facility or public property address;]

27 [(4) The technical standards that the applicant proposes to follow in construction and  
28 operation of the telecommunications system;]

29 [(5) A description of the telecommunications services to be provided;]

30 [(6) The period of time the applicant intends to use the public property or rights-of-  
31 way;]

1 [(7) Financial information;]

2 [(8) A list of other jurisdictions in which the applicant operates or has operated a  
3 telecommunications system; and]

4 [(9) Any additional information the County's application form may require.]

5 [(b) An application must be accompanied by a filing fee of Five Thousand Dollars  
6 (\$5,000).]

7 [(c) If the information in an application is incomplete or if the proposed use is inconsistent  
8 with the requirements of this Division and other applicable laws, the application may be returned  
9 as unacceptable for filing. The County may request further information in connection with an  
10 application, and the applicant shall cooperate with the County in supplying such information as  
11 the County may reasonably request.]

12 [(d) If the information provided in an application is complete and meets all the  
13 requirements of this Division, the County shall hold a public hearing on the application. Public  
14 notice in the County newspapers of record shall be given at least fifteen (15) days prior to the  
15 public hearing. At the public hearing, the County may accept written and oral testimony and any  
16 other material relevant to the application. If more than one application has been submitted,  
17 multiple applications may be considered in the same hearing.]

18 [(e) In evaluating an application, the County may consider:]

19 [(1) The applicant's managerial, technical, financial, and legal qualifications to  
20 construct and operate a telecommunications system on County property;]

21 [(2) The nature of the proposed facilities, equipment, and services;]

22 [(3) The applicant's recent performance record of using public rights-of-way in  
23 providing telecommunications services in other communities, if any;]

24 [(4) Whether the proposal will serve and protect the public interest;]

25 [(5) The effects of a grant of a franchise on the use of the public rights-of-way,  
26 including consideration of the effect on current authorized users of the rights-of-way; and]

27 [(6) Such other factors as the County may deem relevant.]

28 [(f) Based upon the application, the written and oral testimony, and other material  
29 presented at the hearing, and any other information relevant to the application, the County shall  
30 propose to grant or to deny a franchise application and shall notify the applicant of the proposed  
31 grant or the proposed denial of the application.]

1 [(g) If the County proposes to grant a franchise application, the County Executive and the  
2 applicant shall agree on the terms of a franchise agreement within ninety (90) days from the  
3 notice of the proposed grant. This period may be extended for good cause by the County  
4 Executive. If agreement is not reached within ninety (90) days and if the period is not extended,  
5 the notice of proposed grant shall become void.]

6 [(h) After complying with the requirements of this Section, the County Executive may grant  
7 a franchise and execute a franchise agreement, subject to the approval of the County Council.]

8 [(i) The County Executive shall submit the franchise agreement to the County Council for  
9 its approval by resolution.]

10 [(j) Every franchise grant is subject to a franchise acceptance fee in an amount not to  
11 exceed the County's costs in considering the application, less the amount of the filing fee. Within  
12 thirty (30) days of the date the grant of the franchise is approved by the County Council, the  
13 County shall notify the approved applicant of the amount of the franchise acceptance fee and its  
14 method of calculation. If the franchise acceptance fee is not paid within thirty (30) days of the  
15 date the County notifies the approved applicant of the amount, the grant shall become void.]

16 [(k) Before the franchise becomes effective, the approved applicant must demonstrate  
17 compliance with the bond, insurance, and similar provisions of the franchise agreement.]

18 **[Sec. 5A-153. Franchise conditions; term.]**

19 [(a) A franchise granted by the County pursuant to this Division shall not become effective  
20 until a franchise agreement between the County and the applicant has been executed by both  
21 parties and the applicant has satisfied all requirements of this Division. The term of such  
22 franchise agreement shall not exceed fifteen (15) years.]

23 [(b) A franchise authorizes use of the public rights-of-way and those portions of public  
24 property specifically designated in the franchise agreement for installing and maintaining,  
25 including, without limitation, cables, wires, lines, poles, wireless transformers, towers, and  
26 antennae and other facilities to operate a telecommunications system, but does not expressly or  
27 implicitly authorize the franchisee to provide service to, or install cables, wires, lines, poles,  
28 wireless transformers, towers, and antennae or any other equipment or facilities on private  
29 property without owner consent, or to use publicly or privately-owned utility street lights, traffic  
30 signals, or any other poles or conduits without a separate agreement with the owners.]



1 [(c) A franchise is subject and subordinate to all County ordinances and police power and  
2 to the paramount right of use of public property and public rights-of-way by the County for  
3 public purposes, including, without limitation, relocation, widening, or maintenance of the right-  
4 of-way and sale of public property. The County reserves the right to authorize use of public  
5 rights-of-way to other persons as it determines appropriate. Upon determination that the County  
6 needs, for public purposes, to utilize the public property and/or rights-of-way that are occupied  
7 by a franchisee, the franchisee shall at its expense, at the request of the County, remove any  
8 facilities and equipment within sixty (60) days of the request and restore the public property or  
9 rights-of-way to its original condition or to such comparable condition as may be requested by  
10 the County.]

11 [(d) A franchise agreement must specify, without limitation:]

12 [(1) Insurance, bond, and indemnification requirements;]

13 [(2) Requirements and conditions for construction in and use of the rights-of-way;]

14 [(3) A description of the type and location of the system facilities to be placed on  
15 public property or within the public rights-of-way;]

16 [(4) Reporting and record-keeping requirements, including financial audits and  
17 reconciliation of right-of-way charge payments;]

18 [(5) Any other provision or requirement deemed necessary by the County.]

19 [(e) A franchise agreement constitutes a contract between the franchisee and the County  
20 once it is executed by the franchisee and the County. By accepting such an agreement, a  
21 franchisee contractually commits itself to comply with the terms, conditions, and provisions of  
22 the franchise agreement and with all applicable laws, ordinances, codes, rules, regulations, and  
23 orders, as amended.]

24 [(f) The County may renew a franchise upon terms and conditions deemed reasonable by  
25 the County in its sole discretion, and subject to the execution of a new franchise agreement.]

26 [(g) Nothing in this Division shall be construed as a representation, promise, or guarantee  
27 by the County that any other authorization required by the County in connection with  
28 construction, operation, reconstruction, replacement, or maintenance of a telecommunications  
29 system will be issued. In addition, nothing in this Division or in any franchise agreement issued  
30 in accordance herewith shall be construed as an abrogation by the County of any of its police  
31 powers. The provisions governing any and all other permits that may be required by the County

1 shall still apply and all other applicable fees are still due. All franchisee activity shall comply  
 2 with all applicable laws, including laws which may be adopted after the date of the franchise  
 3 agreement. All applicable laws shall include, but are not limited to, building and fire codes, and  
 4 the Zoning and Road Ordinances. All activities of a franchisee and the franchise agreement shall  
 5 be expressly subject to all deeds, easements, dedications, conditions, covenants, restrictions, and  
 6 encumbrances which may affect the public rights-of-ways.]

7 [(h) A franchise agreement is governed by, and shall be construed in accordance with, the  
 8 laws of Maryland.]

9 [(i) A franchisee or other person is not excused from complying with any of the terms and  
 10 conditions of this Division or a franchise agreement by any failure of the County, on one or more  
 11 occasions, to require compliance or performance.]

12 [(j) A franchisee is responsible for any costs the County might incur as a result of the  
 13 franchisee's use of the public property or rights-of-way, including without limitation public  
 14 utility fees.]

15 **[Sec. 5A-154. Right-of-way charge.]**

16 [(a) As compensation to the County for the privilege of using the public property and/or  
 17 public rights-of-way, a franchisee shall pay to the County a right-of-way charge. The right-of-  
 18 way charge is initially set, as of the effective date of this Act, at three percent (3%) of a  
 19 franchisee's gross revenues per annum. The County Executive shall propose amendments to the  
 20 amount of the right-of-way charge, including the minimum amount, subject to the approval of  
 21 the County Council by resolution.]

22 [(b) Notwithstanding Subsection (a) of this Section, a franchisee shall be allowed a credit  
 23 equal to the amount, but not to exceed one-half of the right-of-way charge imposed by this  
 24 Section, which the franchisee can show that it owes to another jurisdiction as a charge based on  
 25 gross revenues for use of the rights-of-way in such other jurisdiction, in respect of a transmission  
 26 whose revenues would otherwise be subject to the County's right-of-way charge.]

27 [(c) Notwithstanding Subsection (a) of this Section, a franchisee shall not be required to  
 28 pay right-of-way charges to the County based on gross revenues from exempt services provided  
 29 in those portions of the County for which the franchisee has been designated as an eligible  
 30 telecommunications carrier pursuant to 47 U.S.C. Section 214(e)(2) or (3). Such a franchisee's  
 31 right-of-way payments shall be based on its gross revenues from all sources other than exempt

1 services provided in those areas. For purposes of this Subsection, “exempt services” shall mean  
2 telecommunications services that are provided universally throughout the County and are  
3 supported by federal universal support mechanisms pursuant to 47 U.S.C. Section 254(c)(1).]

4 [(d) The County reserves its right, to the extent permitted by law, to require a franchisee, as  
5 part of a franchise agreement, to provide telecommunications services, facilities, equipment,  
6 and/or capacity for use to the County, at no charge to the County.]

7 [(e) Right-of-way charge payments are due quarterly, no later than thirty (30) days after the  
8 end of each calendar quarter, and must be accompanied by a financial statement showing the  
9 franchisee’s gross revenues for the quarter in question.]

10 [(f) Any payment of right-of-way charges to adjust for a shortfall in the quarterly payments  
11 for the preceding year must be made no later than the filing date for the audited annual financial  
12 statements as specified in Subsection (e) of this Section. An adjustment for any overpayment will  
13 be credited in one or more subsequent quarterly payments.]

14 [(g) A franchisee must file, within 3 months of the end of its fiscal year, the franchisee’s  
15 annual financial statement for the preceding year audited by a certified public accountant. The  
16 franchisee will bear the cost of the preparation of all financial statements.]

17 [(h) The County shall have the right to audit and to recompute any amounts determined to  
18 be payable under this Division. Any additional amount due the County as a result of the audit  
19 shall be paid within thirty (30) days following a written notice to the franchisee by the County,  
20 which notice shall include a copy of the audit report. The cost of said audit shall be borne by the  
21 franchisee if it is determined that the franchisee’s annual payment to the County is increased  
22 thereby by more than five percent (5%).]

23 [(i) In the event that any franchise payment or recomputed amount is not made on or before  
24 the applicable dates specified herein, interest shall be charged from such due date at the annual  
25 rate of five percent (5%) per annum, or such other amount as may be established by the County  
26 Council by resolution.]

27 [(j) The County may, solely at its discretion, reduce any right-of-way charge payment due  
28 from the franchisee by an amount equal to the amount the County may owe to the franchisee  
29 under any separate contract or agreement between the County and the franchisee.]

30 [(k) A person that operates a telecommunications system pursuant to a franchise shall not  
31 separately identify the right-of-way charge on customer invoices or charge a surcharge to

1 customers within the County unless similar charges for all other facilities rented by the person to  
2 provide telecommunications services are similarly identified or charged.]

3 **[Sec. 5A-155. Insurance; bond; and indemnification.]**

4 [(a) A franchisee shall have the following insurance coverage in amounts to be specified in  
5 the franchise agreement in force at all times during the franchise period:]

6 [(1) Worker's compensation insurance to meet all State requirements;]

7 [(2) General comprehensive public liability insurance policy indemnifying, defending,  
8 and saving harmless the County, its officers, boards, commissions, agents, and employees from  
9 any and all claims by any person whatsoever on account of injury to, or death of, a person or  
10 persons occasioned by the operations of the franchisee in the County or under the franchise  
11 herein granted, or alleged to have been so caused or occurred, with a minimum liability of Five  
12 Hundred Thousand Dollars (\$500,000) per personal injury or death of any one person and One  
13 Million Dollars (\$1,000,000) per personal injury or death of two or more persons in any one  
14 occurrence;]

15 [(3) Property damage insurance policy indemnifying, defending, and saving harmless  
16 the County, its officers, boards, commissions, agents, and employees from any and all claims by  
17 any person whatsoever for property damage occasioned by the operations of the franchisee in the  
18 County or under the franchise herein granted, or alleged to have been so caused or occurred, with  
19 a minimum liability of Two Hundred Fifty Thousand Dollars (\$250,000) for property damage to  
20 the property of any one person and Five Hundred Thousand Dollars (\$500,000) for property  
21 damage to the property of two or more persons in any one occurrence;]

22 [(4) Automobile liability insurance covering all vehicles as specified in the franchise  
23 agreement; and]

24 [(5) Any additional types of insurance and coverage amounts as the County may  
25 require. All insurance policies must be issued by companies qualified to do business in  
26 Maryland and in a form approved by the County Attorney. The County may, at its discretion,  
27 accept a self-insurance plan that assures comparable protection in lieu of the insurance policies.  
28 Said insurance shall designate the County as an additional insured. Such insurance shall not be  
29 canceled except upon thirty (30) days prior written notice to the County.]

30 [(b) To ensure the franchisee's performance of its obligations under the franchise  
31 agreement and this Division, a franchisee must have in force at all times during the franchise

1 period a performance bond, in a form approved by the County Attorney, consisting of cash, an  
2 irrevocable letter of credit, or a surety bond. A surety bond must be provided by a surety  
3 qualified to do business in Maryland. The performance bond must be to the benefit of the  
4 County. The bond must be of a type and in a sum specified in the franchise agreement as  
5 necessary to ensure the faithful performance and discharge of obligations imposed by law and  
6 the franchise agreement.]

7 [(c) A franchisee must, at its sole cost and expense, indemnify, hold harmless, and defend  
8 the County, its officials, boards, commissions, agents, and employees against any claims, suits,  
9 causes of action, proceedings, and judgments for damages or equitable relief arising out of the  
10 construction, reconstruction, replacement, maintenance, or operation of the franchisee's  
11 telecommunications system and the enjoyment of any franchise granted hereunder regardless of  
12 whether the act or omission complained of is authorized, allowed, or prohibited by the franchise.  
13 This requirement includes claims arising out of copyright infringement or a failure by the  
14 franchisee to secure consent from the owner, authorized distributor, or licensee of a program, or  
15 other information to be delivered by the telecommunications system, and claims arising out of a  
16 decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a  
17 franchise. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses,  
18 such as attorney fees, and shall also include the reasonable value of any services rendered by the  
19 County Attorney or his assistants or any employees of the County.]

20 **[Sec. 5A-156. Transfers.]**

21 [(a) No transfer of a franchise, or a transfer of an interest in or control of a franchisee or a  
22 franchise, shall occur without prior application to, and approval by, the County. However, a  
23 transfer of an interest to a person who already holds an ownership interest of twenty-five percent  
24 (25%) or more does not require prior County approval if transfer of a franchise does not occur.]

25 [(b) An application to transfer a franchise must meet the requirements of Section 5A-152  
26 and provide complete information on the proposed transaction, including the legal, financial,  
27 technical, and other pertinent qualifications of the transferee.]

28 [(c) An application for transfer of an interest in a franchise must describe the proposed  
29 transaction in detail and identify the interest to be transferred, the transferor, and the transferee.]

30 [(d) Before approving transfer of a franchise, the County may consider, without limitation,  
31 the legal, financial, and technical qualifications of the transferee to operate the system, and

1 whether operation by the proposed franchisee will create any risk of nonperformance of a  
 2 franchise agreement or otherwise be contrary to the public interest. Before approving a transfer  
 3 of an interest in a franchisee, the County may consider, without limitation, whether the  
 4 transferee's interest will have any effect on the franchisee's operation of the system, the  
 5 franchisee's qualifications, or the public interest.]

6 [(e) The County Executive may take final action on an application for transfer of an interest  
 7 or transfer of a franchise.]

8 [(f) Approval by the County of a transfer of a franchise shall not constitute a waiver or  
 9 release of any of the rights of the County under this Division or the franchise agreement.]

10 [(g) The County may impose a charge, in addition to any right-of-way charge or other  
 11 compensation authorized by this Division, to cover the County's costs in excess of the filing fee  
 12 in considering an application for transfer of a franchise.]

13 **[Sec. 5A-157. Enforcement remedies.]**

14 [(a) If a franchisee violates any provision of this Section or its franchise agreement, the  
 15 County Executive may take one or more of the following actions:]

16 [(1) Impose liquidated damages in the amount, if any, provided in the franchise  
 17 agreement, whether per day, incident, or other measure of violation. Payment of liquidated  
 18 damages by the franchisee does not relieve the franchisee of its obligation to meet the franchise  
 19 requirements;]

20 [(2) Enforce the terms of the performance bond required by this Division;]

21 [(3) Reduce the duration of the franchise on any basis the County determines is  
 22 reasonable and affords the franchisee reasonable due process;]

23 [(4) Revoke the franchise.]

24 [(b) In determining which remedy or remedies are appropriate under Subsection (a), the  
 25 County Executive shall consider the nature of the violation, the person or persons bearing the  
 26 impact of the violation, the nature of the remedy required in order to prevent further violations,  
 27 and any other matters the County Executive determines are appropriate.]

28 [(c) In addition to or instead of these remedies, the County Executive may seek legal or  
 29 equitable relief from any court of competent jurisdiction.]

1 [(d) Before initiating a remedy under this Section, other than revocation of the franchise,  
2 the County shall give the franchisee written notice of the violations claimed and at least twenty  
3 (20) working days to correct the violations.]

4 **[Sec. 5A-158. Revocation or termination of franchise.]**

5 [(a) A franchise may be revoked by the County Executive for failure to comply with this  
6 Division or the franchise agreement, or for any other material breach of this Division or the  
7 Franchise Agreement. The County must give a franchisee certified written notice that it is in  
8 material breach of this Division or the franchise agreement. If the franchisee does not correct the  
9 breach within thirty (30) days of the notice, or, if the County consents to an extension of time but  
10 corrective action is not being actively and expeditiously pursued and completed within ninety  
11 (90) days of the notice, the County may give certified written notice to the franchisee of its intent  
12 to revoke the franchise. The County shall indicate in the written notice the basis for a  
13 revocation, stating its reasons.]

14 [(b) The County Executive must hold a public hearing at least fifteen (15) days after public  
15 notice in the County newspapers of record and then determine by written decision whether or not  
16 to revoke the franchise, giving reasons based on the information presented at the public hearing  
17 and any other evidence available.]

18 [(c) Any franchise shall be deemed revoked one hundred twenty (120) days after an  
19 assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the  
20 business of the franchisee, whether in a receivership, reorganization, bankruptcy assignment for  
21 the benefit of creditors, or other action or proceeding, provided, however, that a franchise may be  
22 reinstated at the County's sole discretion if during the one hundred twenty (120) day period:]

23 [(1) The assignment, receivership, or trusteeship is vacated; or]

24 [(2) The assignee, receiver, or trustee has fully complied with the terms and conditions  
25 of this Division and the franchise agreement and has executed an agreement, approved by the  
26 court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of the  
27 franchise, or such other conditions as may be established or as are required by applicable law.]

28 [(d) Notwithstanding the foregoing, the County may revoke the franchise if there is a  
29 foreclosure or other judicial sale of the facilities, equipment, or property of a franchisee by  
30 serving notice on the franchisee and the successful bidder at the sale. The franchise and all rights

1 and privileges of the franchise will be revoked thirty (30) days after the County serves notice  
2 under this Subsection unless:]

3 [(1) The County has approved a transfer of the franchise; and]

4 [(2) The successful bidder has agreed with the County to assume and be bound by the  
5 terms and conditions of the franchise.]

6 [(e) If the County revokes a franchise, or if for any other reason a franchisee abandons,  
7 terminates, or fails to operate or maintain service to its subscribers, the County may request the  
8 franchisee at the franchisee's or surety's expense to remove its facilities and equipment within  
9 sixty (60) days of the request and restore the public property and rights-of-way to the County's  
10 specifications.]

11 **[Sec. 5A-167. Municipality option right-of-way charges.]**

12 [(a) Upon application of a municipality, accompanied by a resolution from the municipality  
13 authorizing the inclusion of its rights-of-ways in the franchise territory, the County may include  
14 the municipality's public rights-of-way in the franchise territory. When so approved by the  
15 County, all the terms and provisions of this Division shall apply to the area of the municipality so  
16 designated. The franchisee shall be subject to all municipal ordinances and police power  
17 concerning the municipality's management of its rights-of-way.]

18 [(b) The County shall pay each municipality participating under Subsection (a) a share of  
19 the right-of-way charge revenues which the County receives from the franchisee. Said share  
20 shall be an amount equal to one-half of the right-of-way charge revenues the County receives  
21 from the franchisee from telecommunications services billed to a municipal address or account  
22 number or originating or terminating within the municipality. This share shall be paid to the  
23 municipality within ninety (90) days after receipt of the right-of-way charge payment by the  
24 County.]

25 SECTION 3. BE IT FURTHER ENACTED that Sections 5A-159 through 5A-166,  
26 respectively, of the Prince George's County Code be renumbered to be Sections 5A-151 through  
27 5A-158, respectively.

28 SECTION 4. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
29 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
30 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
31 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining



1 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
2 Act, since the same would have been enacted without the incorporation in this Act of any such  
3 invalid or unconstitutional word, phrase, clause, sentence, subparagraph, subsection, or section.

4 SECTION 5. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
5 calendar days after it becomes law.

Adopted this 18<sup>th</sup> day of November, 2008.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Samuel H. Dean  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Jack B. Johnson  
County Executive

KEY:  
Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.  
Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.