

**CITY OF BALTIMORE  
COUNCIL BILL 07-0690  
(First Reader)**

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Introduced by: The Council President  
At the request of: The Administration (Department of Public Works)  
Introduced and read first time: May 21, 2007  
Assigned to: Highways and Franchises Subcommittee

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REFERRED TO THE FOLLOWING AGENCIES: Planning Commission, Department of Housing and Community Development, Department of Public Works, Department of Transportation, Fire Department, Board of Estimates

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Structural Projections into the South Potomac Street**  
3 **Right-of-Way**

4 FOR the purpose of granting a franchise to Randolph and Marisa Capone to construct, use, and  
5 maintain structural projections into a portion of the South Potomac Street right-of-way,  
6 subject to certain terms, conditions, and reservations; and providing for a special effective  
7 date.

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

12 **Recitals**

13 Randolph and Marisa Capone are the owners of the property known as 3000 Hudson Street.  
14 The property is a vacant end-of-row building of 3 stories. The property was operated as a bar at  
15 one time, but has been vacant since 1999.

16 The owners' planned renovation will convert the building to a single family home, with a  
17 brick exterior. The design will include a curving exterior turret wall of 3 stories, projecting from  
18 the west wall of the building and encroaching into a portion of the South Potomac Street right-  
19 of-way. A 1 story extension will also project from the west wall into a portion of the South  
20 Potomac Street right-of-way, beginning at the rear of the property and aligning with an existing  
21 curb cut. This addition will permit useable space for a two car garage. The sidewalk area is 14  
22 feet wide at this location.

23 The described additions to the renovated building will project into portions of public rights-  
24 of-way.

25 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
26 franchise or right is granted to Randolph and Marisa Capone, their tenants, successors, and  
27 assigns (collectively, the "Grantee") to construct, use, and maintain, at Grantee's own cost and

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

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1 expense, and subject to the terms and conditions of this Ordinance, structural projections on the  
2 building located at the northeastern corner of Hudson Street and South Potomac Street, and  
3 known as 3000 Hudson Street, located within easement areas more particularly described as  
4 follows:

5 Located along the western property line of 3000 Hudson Street, along South  
6 Potomac Street at the First, Second, and Third floors of the building is a  
7 projecting, curving turret wall. The projection into the South Potomac Street  
8 right-of-way begins approximately 16.3 feet from the southwestern corner of the  
9 building. The semi-circular structure will extend approximately 10 feet north,  
10 with the center of the arc located approximately 21.3 feet from the said corner of  
11 the building. The 3 story structure will have an approximately 5 foot radius.

12 The projection contains approximately 39 square feet in plane for each of the 3  
13 floors, for a total of 117 square feet.

14 Located along the western property line of 3000 Hudson Street, along South  
15 Potomac Street, is a 1 story rectangular projection. The 1 story projection into the  
16 South Potomac Street right-of-way begins approximately 48.8 feet from the  
17 southwestern corner of the building, projecting approximately 4 feet from the  
18 western property line, extending north and parallel to the property line, for a  
19 distance of approximately 23.2 feet, to an existing 8 foot wide alley.

20 The projection contains approximately 92.8 square feet in plane.

21 **SECTION 2. AND BE IT FURTHER ORDAINED**, That to become effective, the franchise or right  
22 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
23 6 months after the effective date of this Ordinance.

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

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

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

37 (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of  
38 Public Works, or the Grantee may cancel the Franchise as at the end of the initial or any renewal  
39 term by giving written notice of cancellation to the other at least 90 days before the end of that  
40 term.

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

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

11       **SECTION 7. AND BE IT FURTHER ORDAINED**, That the Grantee, at its own cost and expense,  
12 shall maintain in good condition and in compliance with all applicable laws and regulations of  
13 Baltimore City, all structures for which the Franchise is granted. The maintenance of these  
14 structures shall be at all times subject to the regulation and control of the Commissioner of  
15 Housing and Community Development and the Director of Public Works. If any structure for  
16 which the Franchise is granted must be readjusted, relocated, protected, or supported to  
17 accommodate a public improvement, the Grantee shall pay all costs and expenses in connection  
18 with the readjustment, relocation, protection, or support.

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

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

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

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

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