

**CITY OF BALTIMORE
COUNCIL BILL 10-0584
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Department of General Services)
Introduced and read first time: August 9, 2010
Assigned to: Highways and Franchises Subcommittee

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

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Structural Projections over the Bed of Ashland Avenue**

3 FOR the purpose of granting a franchise to 929 N. Wolfe, LLC, to construct, use, and maintain a
4 private structural projection over a portion of the bed of Ashland Avenue, subject to certain
5 terms, conditions, and reservations; and providing for a special effective date.

6 BY authority of

7 Article VIII - Franchises
8 Baltimore City Charter
9 (1996 Edition)

10 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
11 franchise or right is granted to 929 N. Wolfe, LLC, its tenants, successors, and assigns
12 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,
13 and subject to the terms and conditions of this Ordinance, structural projections on the building
14 located at the northeast corner of Ashland Avenue and North Wolfe Street and known as 929
15 North Wolfe Street, located within the aerial easement areas more particularly described as
16 follows:

17 Located along the south property line along Ashland Avenue at the Twelfth
18 through Roof Penthouse (Twenty-first) floors of the building is a projecting, glass
19 and metal panel enclosed space. The projection begins at the southeast corner of
20 the building and extends approximately 3 feet 10 inches into the South Ashland
21 Avenue right-of-way. The width of the projection is approximately 31 feet 2
22 inches, and the height is approximately 103 feet 6 inches. The projection will be
23 approximately 103 feet above the street bed at its lowest point and will have a
24 maximum top elevation of 206 feet 7 inches, more or less. The projection
25 contains approximately 120 square feet in plane for each of the 10 floors, for a
26 total of 1,200 square feet.

27 **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right
28 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within
29 6 months after the effective date of this Ordinance.

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

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

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

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

14 (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of
15 General Services, or the Grantee may cancel the Franchise as at the end of the initial or any
16 renewal term by giving written notice of cancellation to the other at least 90 days before the end
17 of that term.

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

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

28 **SECTION 7. AND BE IT FURTHER ORDAINED,** That the Grantee, at its own cost and expense,
29 shall maintain in good condition and in compliance with all applicable laws and regulations of
30 Baltimore City, all structures for which the Franchise is granted. The maintenance of these
31 structures shall be at all times subject to the regulation and control of the Commissioner of
32 Housing and Community Development and the Director of General Services. If any structure for
33 which the Franchise is granted must be readjusted, relocated, protected, or supported to
34 accommodate a public improvement, the Grantee shall pay all costs and expenses in connection
35 with the readjustment, relocation, protection, or support.

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

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

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

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

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