

**CITY OF BALTIMORE
COUNCIL BILL 23-0451
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Department of Transportation);
Concord Communities I, LLC; and Brett Griffith
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Introduced and read first time: November 20, 2023

Assigned to: Economic and Community Development Committee

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

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Superstructure – 4 Story Bridgeway**
3 **Spanning a 10 Foot Alley in the Rear of 2434 to 2444 Greenmount Avenue and**
4 **in the Rear of 2439 to 2449 Brentwood Avenue**

5 FOR the purpose of granting a franchise to Concord Communities I, LLC, a Delaware limited
6 liability company, its successors and assigns, hereinafter referred to as Grantee, to maintain
7 and operate at its own cost and expense for a period not exceeding 25 years, a private 4-story
8 superstructure or bridgeway spanning a 10 foot alley in the rear of 2434 to 2448 Greenmount
9 Avenue and in the rear of 2439 to 2449 Brentwood Avenue, subject to certain terms,
10 conditions, and more fully described herein in Section 1; and providing for a special
11 effective date.

12 BY authority of
13 Article VIII - Franchises
14 Baltimore City Charter
15 (1996 Edition)

16 **Recitals**

17 Concord Communities I, LLC, a Delaware limited liability company, is proposing to
18 construct a 4-story building with a ground level parking garage along with 3,530 square feet of
19 commercial space and 70 apartments at the properties known as 2434 to 2444, and 2450
20 Greenmount Avenue and 2431 to 2449 Brentwood Avenue. Concord Communities I, LLC
21 proposes to construct a 4 story superstructure or bridgeway containing apartments spanning a
22 10 foot alley in the rear of 2434 to 2448 Greenmount Avenue and the rear of 2439 to 2449
23 Brentwood Avenue.

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

Council Bill 23-0451

1 Seven hundred thirty square feet of living space will be located above and across the public
2 right of way.

3 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
4 franchise or right is granted to Concord Communities I, LLC, a Delaware limited liability
5 company, its successors and assigns (collectively, the “Grantee”), to construct, use, maintain and
6 operate at its own cost and expense for a period not exceeding 25 years, a 4-story superstructure
7 or bridgeway spanning a 10 foot alley in the rear of 2434 to 2448 Greenmount Avenue and in the
8 rear of 2439 to 2449 Brentwood Avenue, subject to the terms and conditions of this Ordinance,
9 including:

10 Terms and Conditions:

11 (a) The lowest part of said superstructure or bridgeway is not less than 17 feet
12 above the surface of the 10 foot alley, and said superstructure or bridgeway is
13 approximately 73 feet long and 10 feet wide and 4 stories in height.

14 (b) The said superstructure or bridgeway shall at all times hereafter be subject to
15 regulation and control by the Commissioner of the Department of Housing and
16 Community Development.

17 (c) The franchise area shall be approximately 10 feet wide by 73 feet long and
18 36 feet high and shall be 17 feet above the alley at its lowest level

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

22 **SECTION 3. AND BE IT FURTHER ORDAINED,** That as compensation for the Franchise, the
23 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$34,894 a
24 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise
25 charge must be paid annually, at least 30 days before the initial and each renewal term of the
26 Franchise.

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

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

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

Council Bill 23-0451

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 before
4 the end of the original or renewal term immediately preceding the renewal term to which the
5 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 the
15 Department of Housing and Community Development and the Director of the Department of
16 Transportation. If any structure for which the Franchise is granted must be readjusted, relocated,
17 protected, or supported to accommodate a public improvement, the Grantee shall pay all costs
18 and expenses in connection 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 the Department of Transportation,
21 the Grantee's failure to comply with any term or condition of this Ordinance constitutes a
22 forfeiture of the Franchise. Immediately on written notice to the Grantee of the exercise of this
23 option, the Franchise terminates. Once so terminated, only an ordinance of the Mayor and City
24 Council of Baltimore 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 the
34 Department of Housing and Community Development and the Director of the Department of
35 Transportation, and (iii) completed within the time specified in writing by the Director of the
36 Department of Transportation.

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

Council Bill 23-0451

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