

**CITY OF BALTIMORE  
COUNCIL BILL 22-0217  
(First Reader)**

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Introduced by: The Council President

At the request of: The Administration (Department of Recreation and Parks)

Introduced and read first time: April 4, 2022

Assigned to: Economic and Community Development Committee

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

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 style="text-align:center">**Franchise – Storm Drain Outfall**

3 FOR the purpose of granting a franchise to 701 Caton, LLC to construct, use, and maintain the  
4 storm drain outfall located in the City’s Lower Gwynns Falls Park, adjacent to 707 South  
5 Caton Avenue, Baltimore, Maryland 21229, subject to certain terms, conditions, and  
6 reservations; and providing for a special effective date.

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

11 style="text-align:center">**Recitals**

12 This project proposes the construction, use, and maintenance of this storm drain outfall  
13 for the service and benefit of 701 Caton LLC known as 701 - 707 South Caton Avenue.

14 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
15 franchise or right is granted to 701 Caton, LLC, its tenants, successors, and assigns (collectively,  
16 the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense, and subject to  
17 the terms and conditions of this Ordinance, the storm drain outfall at the City’s Lower Gwynns  
18 Falls Park, the location being described as follows:

19 Beginning for the Same at a point along the fourth or North 70° 14' 47" East  
20 203.15 foot line of that parcel described in conveyance to Mayor and City Council  
21 of Baltimore, dated February 2 1977 and recorded among the Land Records of  
22 Baltimore City in Liber 3441, Folio 33, 18.73' from the end thereof, thence  
23 running for new lines of division through the property of Mayor and City Council  
24 of Baltimore the three following courses, as now surveyed with all bearings being  
25 referred to the Baltimore City grid meridian:

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

**Council Bill 22-0217**

- 1 (1) South 57° 37' 48" East 27.13 Feet to a point; thence
- 2 (2) South 22° 23' 49" East 11.42 Feet to a point; thence
- 3 (3) South 53° 26' 32" West 38.71 Feet to intersect the ninth line in aforesaid Deed Liber  
4 3441/33 at a point, thence binding on part of said ninth line and on part of the tenth  
5 line of aforesaid Deed the two following courses
- 6 (4) North 46° 29' 29" West 13.51 Feet to a point; thence
- 7 (5) South 78° 53' 00" West 6.59 Feet to a point; thence running for a new of division  
8 through the property of Mayor and City Council
- 9 (6) North 39° 01' 59" West 32.82 Feet to intersect the aforementioned fourth line in  
10 aforesaid Deed Liber 3441/33 at a point; thence binding on part of said fourth line
- 11 (7) North 70° 16' 18" East 43.30 Feet to the Point of Beginning.

12 Containing 1,835 Square Feet or 0.0421 Acres more or less as shown on plat number  
13 RW 20-36347.

14 Being part of that same property described in conveyance to Mayor and City Council  
15 of Baltimore, dated February 2, 1977 and recorded among the Land Records of Baltimore  
16 City, Maryland in Liber 3441, Folio 33.

17 **SECTION 2. AND BE IT FURTHER ORDAINED**, That to become effective, the franchise or right  
18 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
19 6 months after the effective date of this Ordinance.

20 **SECTION 3. AND BE IT FURTHER ORDAINED**, That as compensation for the Franchise, the  
21 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$ \_\_\_\_\_ a  
22 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise  
23 charge must be paid annually, at least 30 days before the initial and each renewal term of the  
24 Franchise. If the installation of the storm drain outfall provided by this Ordinance predates the  
25 effective date of this Ordinance, the parties agree that the annual franchise fee established  
26 pursuant to this Section 3 shall be deemed an amount owed to the Mayor and City Council of  
27 Baltimore beginning the year in which the installation occurred, which shall be collected as part  
28 of the first payment made to the Mayor and City Council of Baltimore pursuant to this Section 3.

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 the  
33 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.

**Council Bill 22-0217**

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

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

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

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

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

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

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

40 **SECTION 11. AND BE IT FURTHER ORDAINED**, That the Grantee is liable for and shall  
41 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,  
42 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any  
43 time subjected on account of, or in any way resulting from, (i) the presence, construction, use,

**Council Bill 22-0217**

1 operation, maintenance, alteration, repair, location, relocation, or removal of any of the structures  
2 for which the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or  
3 agents, to perform promptly and properly any duty or obligation imposed on the Grantee by this  
4 Ordinance.

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