



Legislation Text

File #: 22-0217, Version: 0

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Introductory*

**City of Baltimore
Council Bill**

Introduced by: The Council President

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

A Bill Entitled

An Ordinance concerning

Franchise - Storm Drain Outfall

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

By authority of
Article VIII - Franchises
Baltimore City Charter
(1996 Edition)

Recitals

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

Section 1. Be it ordained by the Mayor and City Council of Baltimore, That a franchise or right is granted to 701 Caton, LLC, its tenants, successors, and assigns (collectively, the "Grantee") to construct, use, and maintain, at Grantee's own cost and expense, and subject to the terms and conditions of this Ordinance, the storm drain outfall at the City's Lower Gwynns Falls Park, the location being described as follows:

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

(1) South 57° 37' 48" East 27.13 Feet to a point; thence

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

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

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

Section 2. And be it further ordained, That to become effective, the franchise or right granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within 6 months after the effective date of this Ordinance.

Section 3. And be it further ordained, That as compensation for the Franchise, the Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$ _____ a year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise charge must be paid annually, at least 30 days before the initial and each renewal term of the Franchise. If the installation of the storm drain outfall provided by this Ordinance predates the effective date of this Ordinance, the parties agree that the annual franchise fee established pursuant to this Section 3 shall be deemed an amount owed to the Mayor and City Council of Baltimore beginning the year in which the installation occurred, which shall be collected as part of the first payment made to the Mayor and City Council of Baltimore pursuant to this Section 3.

Section 4. And be it further ordained, That:

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

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

Section 5. And be it further ordained, That the Mayor and City Council of Baltimore, acting by and through

the Board of Estimates, may increase or decrease the annual franchise charge by giving written notice of the increase or decrease to the Grantee at least 150 days before the end of the original or renewal term immediately preceding the renewal term to which the increase or decrease will first apply. The new franchise charge will apply to all subsequent annual renewal terms, unless again increased or decreased in accordance with this section.

Section 6. And be it further ordained, That the Mayor and City Council of Baltimore expressly reserves the right at all times to exercise, in the interest of the public, full municipal superintendence, regulation, and control over and in respect to all matters connected with the Franchise and not inconsistent with the terms of this Ordinance.

Section 7. And be it further ordained, That the Grantee, at its own cost and expense, shall maintain in good condition and in compliance with all applicable laws and regulations of Baltimore City, all structures for which the Franchise is granted. The maintenance of these structures shall be at all times subject to the regulation and control of the Commissioner of Housing and Community Development and the Director of Public Works. If any structure for which the Franchise is granted must be readjusted, relocated, protected, or supported to accommodate a public improvement, the Grantee shall pay all costs and expenses in connection with the readjustment, relocation, protection, or support.

Section 8. And be it further ordained, That at the option of the Mayor and City Council of Baltimore, acting by and through the Director of Public Works, the Grantee's failure to comply with any term or condition of this Ordinance constitutes a forfeiture of the Franchise. Immediately on written notice to the Grantee of the exercise of this option, the Franchise terminates. Once so terminated, only an ordinance of the Mayor and City Council of Baltimore may waive the forfeiture or otherwise reinstate the Franchise.

Section 9. And be it further ordained, That at any time and without prior notice, the Mayor of Baltimore City may revoke the Franchise if, in the Mayor's judgment, the public interest, welfare, safety, or convenience so requires. Immediately on written notice to the Grantee of the exercise of this right, the Franchise terminates.

Section 10. And be it further ordained, That on cancellation, expiration, forfeiture, revocation, or other termination of the Franchise for any reason, the Grantee shall remove all structures for which the Franchise is granted. The removal of these structures shall be (i) undertaken at the cost and expense of the Grantee, without any compensation from the Mayor and City Council of Baltimore, (ii) made in a manner satisfactory to the Commissioner of Housing and Community Development and the Director of Public Works, and (iii) completed within the time specified in writing by the Director of Public Works.

Section 11. And be it further ordained, That the Grantee is liable for and shall indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses, costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any time subjected on account of, or in any way resulting from, (i) the presence, construction, use, operation, maintenance, alteration, repair, location, relocation, or removal of any of the structures for which the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or agents, to perform promptly and properly any duty or obligation imposed on the Grantee by this Ordinance.

Section 12. And be it further ordained, That this Ordinance takes effect on the date it is enacted.