



## Legislation Text

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INTRODUCTORY\*

CITY OF BALTIMORE  
COUNCIL BILL

Introduced by: The Council President  
At the request of: The Administration (Department of Public Works)

A BILL ENTITLED

AN ORDINANCE concerning  
**Franchise - Structural Projections into the South Potomac Street Right-of-Way**

FOR the purpose of granting a franchise to Randolph and Marisa Capone to construct, use, and maintain structural projections into a portion of the South Potomac Street right-of-way, 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

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

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

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

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to Randolph and Marisa Capone, their 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, structural projections on the building located at the northeastern corner of Hudson Street and South Potomac Street, and known as 3000 Hudson Street, located within easement areas more particularly described as

follows:

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

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

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

The projection contains approximately 92.8 square feet in plane.

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.

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.

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- 2 -  
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