



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 Transportation);
Concord Communities I, LLC; and Brett Griffith
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A Bill Entitled

An Ordinance concerning
**Franchise - Superstructure - 4 Story Bridgeway Spanning a 10 Foot Alley in the Rear of 2434 to 2444
Greenmount Avenue and in the Rear of 2439 to 2449 Brentwood Avenue**

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

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

Recitals

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

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

Section 1. Be it ordained by the Mayor and City Council of Baltimore, That a franchise or right is granted to Concord Communities I, LLC, a Delaware limited liability company, its successors and assigns (collectively, the “Grantee”), to construct, use, maintain and operate at its own cost and expense for a period not

exceeding 25 years, a 4-story superstructure or bridgeway spanning a 10 foot alley in the rear of 2434 to 2448 Greenmount Avenue and in the rear of 2439 to 2449 Brentwood Avenue, subject to the terms and conditions of this Ordinance, including:

Terms and Conditions:

- (a) The lowest part of said superstructure or bridgeway is not less than 17 feet above the surface of the 10 foot alley, and said superstructure or bridgeway is approximately 73 feet long and 10 feet wide and 4 stories in height.
- (b) The said superstructure or bridgeway shall at all times hereafter be subject to regulation and control by the Commissioner of the Department of Housing and Community Development.
- (c) The franchise area shall be approximately 10 feet wide by 73 feet long and 36 feet high and shall be 17 feet above the alley at its lowest level

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 2 years 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 \$34,894 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 the Department of Transportation, 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 the Department of Housing and Community Development and the Director of the Department of Transportation. 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 the Department of Transportation, 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 the Department of Housing and Community Development and the Director of the Department of Transportation, and (iii) completed within the time specified in writing by the Director of the Department of Transportation.

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.