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MAYOR AND CITY COUNCIL
OF BALTIMORE

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Resolutions 04-049 to 04-059

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MAYOR AND CITY COUNCIL OF BALTIMORE
DEPARTMENT OF LEGISLATIVE REFERENCE

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EXPLANATION OF SYMBOLOGY

CAPITALS indicate matter added to existing law.

[Brackets] indicate matter deleted from existing law.

Underlining indicates matter added to the bill by amendment.

~~Strike out~~ indicates matter stricken from the bill
by amendment or deleted from existing law by amendment.

Underlined italics indicate matter added to the bill by
amendment after printing for third reading.

**CITY OF BALTIMORE
ORDINANCE 04-796
(Council Bill 03-1226)**

AN ORDINANCE CONCERNING

**Sale of Property — 11001 Owings Mills Boulevard (Ravens
Practice Facility) Baltimore County, Maryland 21117**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property known as 11001 Owings Mills Boulevard, located in Baltimore County, Maryland 21117, k/a Map 58, Grid 15, Parcel 252, Lot 2, and no longer needed for public use; and providing for a special effective date.

BY authority of
Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the property known as 11001 Owings Mills Boulevard, located in Baltimore County, Maryland 21117, k/a Map 58, Grid 15, Parcel 252, Lot 2 respectively, and more particularly described as follows:

The subject parcel Map 58, Grid 15, Parcel 252, Lot 2, is a 38.778 acre parcel located on the east side of Owings Mills Boulevard opposite Groff Lane, just north of Reisterstown Road and south of Crondall Lane. The Ravens Practice Facility is located on approximately 13.2 acres of the overall 38.778 acres tract. The balance of the site, 25.578 acres, is not developable.

This property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved July 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-797
(Council Bill 04-1369)**

AN ORDINANCE CONCERNING

**Urban Renewal — Jonestown —
Amendment 8**

FOR the purpose of amending the Urban Renewal Plan for Jonestown to authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Jonestown was originally approved by the Mayor and City Council of Baltimore by Ordinance 78-939 and last amended by Ordinance 02-363.

An amendment to the Urban Renewal Plan for Jonestown is necessary to authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That it is necessary to acquire, by purchase or by condemnation, for urban renewal purposes, the fee simple interest or any lesser interest in and to the following properties or portions of them, together with all right, title, interest and estate that the owner or owners of those property interests may have in all streets, alleys, ways or lanes, public or private, both abutting the whole area described or contained within the perimeter of that area, situate in Baltimore City, Maryland, and described as follows:

Block 1364, Lot 001 (1042 East Lombard Street)
Block 1364, Lot 002 (1040 East Lombard Street)
Block 1364, Lot 003 (1038 East Lombard Street)
Block 1364, Lot 004 (1036 East Lombard Street)
Block 1364, Lot 005 (1034 East Lombard Street)
Block 1364, Lot 006 (1032 East Lombard Street)
Block 1364, Lot 007 (1030 East Lombard Street)
Block 1364, Lot 008 (1028 East Lombard Street)

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Jonestown, as amended by this Ordinance and identified as “Urban Renewal Plan, Jonestown, revised to include Amendment 8, dated May 10, 2004”, is approved. The Department of Planning shall file a copy of the amended Urban Renewal

Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved July 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-798
(Council Bill 04-1397)**

AN ORDINANCE CONCERNING

Sale of Property – Vacant Properties

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain City-owned vacant properties that are no longer needed for public use; and providing for a special effective date.

BY authority of
Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the Comptroller of Baltimore City may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in any one or more of the following properties, these properties being no longer needed for public use:

518 E. 20th Street

516 E. 25th Street

~~310 W. 28th Street~~

1635 Abbotston Street

1704 Abbotston Street

2303 Ashland Avenue

2306 Ashland Avenue

2319 Ashland Avenue

2401 Ashland Avenue

2403 Ashland Avenue

621 N. Bentalou Street

704 N. Bradford Street

712 N. Bradford Street

1123 N. Calvert Street

1742 Carswell Street

1744 Carswell Street

1601 Carswell Street

2927 Clifton Avenue

2617 W. Cold Spring Lane

145 S. Collins Avenue

3402 Dupont Avenue

2421 E. Eager Street

2424 E. Eager Street

2429 E. Eager Street

2431 E. Eager Street

1804 Eagle Street

1704 Guilford Avenue

1725 Guilford Avenue

1800 Guilford Avenue

2956 Harford Road

2858 Harlem Avenue

1625 Homestead Street

200 E. Lafayette Avenue

~~304 E. Lanvale Street~~
~~306 E. Lanvale Street~~
311 E. Lanvale Street
329 E. Lanvale Street
331 E. Lanvale Street

~~1100 W. Lanvale Street~~
2200 W. Lanvale Street
2860 W. Lanvale Street

911 Lemmon Street
915 Lemmon Street
1920 Lemmon Street

1827 W. Lombard Street
1929 W. Lombard Street

63 S. Monroe Street

2149 Mount Holly Street

1321 W. North Avenue
2413 W. North Avenue
2415 W. North Avenue
2727 W. North Avenue

2907 Parkwood Avenue

436 S. Payson Street

823 Poplar Grove Street

1825 W. Pratt Street

2843 Prospect Street

2015 N. Pulaski Street

815 N. Rose Street

903 Walnut Avenue

1606 N. Warwick Avenue
1621 N. Warwick Avenue

3508 Woodbrook Avenue

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved July 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-799
(Council Bill 04-1324)**

AN ORDINANCE CONCERNING

Bond Issue — Public Buildings Loan — \$7,580,000

FOR the purpose of authorizing the Mayor and City Council of Baltimore (pursuant to Resolution IX of 2004 approved by the members of the General Assembly of Maryland representing Baltimore City) to issue and sell its certificates of indebtedness in an aggregate principal amount not exceeding \$7,580,000, the proceeds derived from the sale thereof to be used for the cost of issuance, including the expense of engraving, printing, advertising, attorneys' fees, and all other incidental expenses connected therewith, and the remainder of such proceeds to be used for the acquisition, by purchase, condemnation, or any other legal means, of land or property, or any rights therein, in the City of Baltimore, and for constructing and erecting, on said land or property, or on any land or property, new buildings, structures and other auxiliary facilities owned by the Mayor and City Council of Baltimore, and for the renovation, alternation, construction, reconstruction, installation, improvement and repair of existing buildings, structures and facilities to be or now being used in connection with the operations, and functions of buildings owned by the Mayor and City Council of Baltimore; and to equip all facilities authorized to be constructed, renovated, altered or improved by the provisions hereof; the payment of any and all costs and expenses incurred for or in connection with doing any or all of the things herein mentioned, including, but not limited to, the costs and expenses of securing administrative, appraisal, economic analysis, engineering, planning, designing, architectural, surveying, and other professional services; and for doing any and all things necessary, proper or expedient in connection with or pertaining to any or all of the matters or things hereinbefore mentioned; authorizing the issuance of refunding bonds; conferring and imposing upon the Board of Finance of Baltimore City certain powers and duties; authorizing the submission of this Ordinance to the legal voters of the City of Baltimore, for their approval or disapproval, at the election to be held in Baltimore City on Tuesday, the 2nd day of November, 2004; and providing for the expenditure of the proceeds of sale of said certificates of indebtedness in accordance with the provisions of the Charter of the Mayor and City Council of Baltimore, and by the municipal agency designated in the annual Ordinance of Estimates of the Mayor and City Council of Baltimore.

WHEREAS, By Resolution IX of 2004, approved by the members of the General Assembly of Maryland representing Baltimore City, the Mayor and City Council of Baltimore is authorized to create a debt and to issue and sell its certificates of indebtedness (hereinafter called "bonds") as evidence thereof, in an aggregate principal amount not exceeding \$7,580,000 in the manner and upon the terms set forth in the bonds, not exceeding the par value of the bonds, to be used in connection buildings owned by the Mayor and City Council of Baltimore as authorized by said Resolution; and

WHEREAS, Funds are now needed for said purposes; now, therefore,

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council of Baltimore, acting by and through the Board of Finance of said municipality, be and it is

hereby authorized and empowered to issue bonds of the Mayor and City Council of Baltimore in an aggregate principal amount not exceeding \$7,580,000, from time to time, as may be needed or required for the purposes hereinafter named and said bonds shall be sold by the Board of Finance from time to time and at such times as shall be requisite, and the proceeds derived from the sale of said bonds shall be used for the purposes hereinafter named, provided that this Ordinance shall not become effective unless it shall be approved by a majority of the votes of the legal voters of Baltimore City cast at the time and place hereinafter designated by this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That:

(a) The bonds shall be issued in denominations of not less than \$500 each, but may be in sums of \$500, or any suitable multiple thereof.

(b) The bonds authorized to be issued and sold under the provisions of this Ordinance may be issued to mature on such dates and in such amounts as the Board of Finance may determine; provided that the entire principal amount represented thereby shall be discharged not more than 40 years from the date of issuance of the bonds.

(c) The bonds, when issued, shall bear interest at such rate or rates as may be determined by the Board of Finance, which rate or rates may be fixed or variable or as determined by a method approved by the Board of Finance, and such interest shall be payable at such time or times as may be determined by the Board of Finance.

SECTION 3. AND BE IT FURTHER ORDAINED, That a majority of the Board of Finance of the Mayor and City Council of Baltimore be, and they are hereby, authorized to pass a resolution or resolutions, from time to time, to determine and set forth any or all of the following:

(a) The amount of debt to be incurred by the Mayor and City Council of Baltimore at any particular time, and from time to time, under and pursuant to the provisions of this Ordinance; the date or dates when any bonds representing said debt, or any part thereof, are to mature, and the amount or amounts of said debt, or any part thereof, which shall mature upon the aforesaid date or dates; and the date or dates in each year, during the entire period of time when any of said bonds are outstanding, when interest on any of said bonds shall be payable;

(b) The form or forms of the bonds representing the debt, or any part thereof, authorized to be issued under the provisions of this Ordinance at any particular time; and

(c) If the bonds are to be sold at public sale, the time, place, manner and medium of advertisement of the readiness of the Board of Finance, acting for and on behalf of the Mayor and City Council of Baltimore, to receive bids for the purchase of the bonds authorized to be issued hereunder or any part thereof; the form, terms and conditions of such bids; the time, place and manner of awarding bonds so bid for, including the right whenever any of the bonds authorized by this Ordinance are offered for sale and sold at the same time as other bonds of the City, to establish the conditions for bids and awards and to award all of the bonds on an all or none basis; and the time, place, terms and manner of settlement for the bonds so bid for.

SECTION 4. AND BE IT FURTHER ORDAINED, That:

(a) All premiums resulting from the sale of any of the bonds issued and sold pursuant to the provisions of this Ordinance shall be applied first to defray the cost of issuance thereof and the balance, if any, shall be applied to the payment of interest on any of said bonds becoming due and payable during the fiscal year in which said bonds are issued and sold or during the next succeeding fiscal year.

(b) The debt authorized by the provisions of this Ordinance, and the bonds issued and sold pursuant thereto and their transfer, and the principal and interest payable thereon (including any profit made in the sale thereof), shall be and remain exempt from any and all State, county and municipal taxation in the State of Maryland.

(c) All bonds issued and sold pursuant to the provisions of this Ordinance may be sold at public sale by the solicitation of competitive bids or at private (negotiated) sale without advertisement or solicitation of competitive bids, for a price or prices which may be at, above or below par value of the bonds, as determined by resolution of the Board of Finance of the Mayor and City Council of Baltimore. If the Board of Finance determines to sell the bonds at public sale, the bonds shall be sold to the highest responsible bidder or bidders therefor after due notice of such sale, but the Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, shall have the right to reject any or all bids therefor for any reason.

SECTION 5. AND BE IT FURTHER ORDAINED, That until all of the interest on and principal of any bonds issued pursuant to the provisions of this Ordinance have been paid in full, the Mayor and City Council of Baltimore shall levy and impose an annual tax on each \$100 of assessable property in the City of Baltimore at a rate sufficient to produce revenue to pay all interest on and principal of all bonds theretofore issued and outstanding or authorized to be issued and outstanding, payable in the next succeeding year.

SECTION 6. AND BE IT FURTHER ORDAINED, That this Ordinance shall be submitted to the legal voters of the City of Baltimore, for their approval or disapproval, at the election to be held in Baltimore City, on Tuesday, the 2nd day of November, 2004.

SECTION 7. AND BE IT FURTHER ORDAINED, That prior to the date of the election hereinbefore mentioned, notice shall be given to the public of the amount of money which the Mayor and City Council of Baltimore is authorized to borrow, and the general purposes for which such borrowed funds may be expended, under the terms and provisions of this Ordinance, and the time when the election hereinbefore mentioned is to be held; and such public notice shall be given in such manner and by such means or through such media and at such time or times as may be determined, from time to time, by a majority of the Board of Finance.

SECTION 8. AND BE IT FURTHER ORDAINED, That the actual cash proceeds derived from the sale of the bonds authorized to be issued under the provisions of this Ordinance shall be used exclusively for the following purposes, to wit:

(a) So much thereof as may be necessary, in addition to the premium realized from the sale, if any, for the cost of issuance, including the expense of engraving, printing, advertising, attorneys' fees, and all other incidental expenses connected therewith (which may include the proportion of the compensation of employees and general administrative expenses of the Department of Finance reasonably allocated to the issuance of the bonds); and

(b) The remainder of such proceeds shall be used for the acquisition, by purchase, condemnation or any other legal means, of land or property, or any rights therein, in the City of Baltimore, and for constructing and erecting, on said land or property or on any land or property, new buildings, structures and other auxiliary facilities owned by the Mayor and City Council of Baltimore and for the renovation, alteration, construction, reconstruction, installation, improvement and repair of existing buildings, structures and facilities to be or now being used in connection with the operations, functions and activities of the Mayor and City Council of Baltimore; and to equip all buildings authorized to be constructed, renovated, altered or improved under the provisions hereof; the payment of any and all costs and expenses incurred for or in connection with doing any or all of the things herein mentioned, including, but not limited to, the costs and expenses of securing administrative, appraisal, economic analysis, engineering, planning, designing, architectural, surveying, and other professional services; and for doing any and all things necessary, proper or expedient in connection with or pertaining to any or all of the matters or things hereinbefore mentioned.

SECTION 9. AND BE IT FURTHER ORDAINED, That:

(a) The Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, is hereby authorized and empowered to issue its bonds for the purpose of refunding any bonds authorized to be issued under the provisions of this Ordinance by payment at maturity or the purchase or redemption of bonds in advance of maturity. The validity of any refunding bonds shall in no way be dependent upon or related to the validity or invalidity of the bonds being refunded. Such refunding bonds may be issued by the Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, for the purpose of providing it with funds to pay any of its outstanding bonds authorized to be issued under the provisions of this Ordinance at maturity, to purchase in the open market any of its outstanding bonds authorized to be issued under the provisions of this Ordinance prior to their maturity, to redeem prior to their maturity any outstanding bonds which are, by their terms, redeemable, to pay interest on any outstanding bonds prior to their payment at maturity or purchase or redemption in advance of maturity, or to pay any redemption or purchase premium in connection with the refunding of any of its outstanding bonds authorized to be issued under the provisions of this Ordinance.

(b) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be issued for the public purpose of:

(1) Realizing savings to Baltimore City in the aggregate cost of debt service on either a direct comparison or present value basis; or

(2) Debt restructuring that:

(i) In the aggregate effects such a reduction in the cost of debt service; or

(ii) Is determined by the Board of Finance of the Mayor and City Council of Baltimore to be in the best interests of Baltimore City, to be consistent with Baltimore City's long-term financial plan, and to realize a financial objective of Baltimore City including, improving the relationship of debt service to a source of payment such as taxes, assessments, or other charges.

(c) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be issued in whatever principal amount shall be required to achieve the purpose for the issuance of the refunding bonds, which amount may be in excess of the principal amount of the bonds refunded or the maximum principal amount of bonds authorized to be issued under Section 1 of this Ordinance.

(d) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be issued to mature on such dates and in such amounts as the Board of Finance may determine; provided that the entire principal amount represented by the refunding bonds shall be discharged not more than 40 years from the date of issuance of the bonds being refunded.

(e) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be sold at public sale by the solicitation of competitive bids or at private (negotiated) sale without advertisement or solicitation of competitive bids, for a price or prices which may be at, above or below the par value of the refunding bonds, as determined by resolution of the Board of Finance of the Mayor and City Council of Baltimore. If the Board of Finance determines to sell the refunding bonds at public sale, the refunding bonds shall be sold to the highest responsible bidder or bidders therefor after due notice of such sale, but the Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, shall have the right to reject any or all bids therefor for any reason.

(f) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance shall bear interest at such rate or rates as may be determined by the Board of Finance of the Mayor and City

Council of Baltimore, which rate or rates may be fixed or variable or as determined by a method approved by the Board of Finance, and such interest shall be payable at such time or times as may be determined by the Board of Finance.

(g) The proceeds of the sale of any refunding bonds authorized to be issued and sold under the provisions of this Ordinance, after the payment of issuance costs relating thereto, shall be set aside by the Mayor and City Council of Baltimore as a separate trust fund to be used solely for the purposes stated in this Section 9.

(h) Except as otherwise provided in this Section 9, the powers granted in, the limitations and obligations imposed by, and the procedures specified in this Ordinance with respect to the issuance of bonds shall be applicable to the issuance of refunding bonds.

(i) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance shall not be subject to any debt policy limitation that may from time to time be established by the Mayor and City Council of Baltimore.

SECTION 10. AND BE IT FURTHER ORDAINED, That the expenditure of the proceeds derived from the sale of the bonds authorized to be issued under the provisions of this Ordinance shall be in accordance with the provisions of the Charter of the Mayor and City Council of Baltimore, and by the municipal agency designated in the annual Ordinance of Estimates of the Mayor and City Council of Baltimore.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-800
(Council Bill 04-1326)**

AN ORDINANCE CONCERNING

Bond Issue — School Loan — \$34,000,000

FOR the purpose of authorizing the Mayor and City Council of Baltimore (pursuant to Resolution XI of 2004 approved by the members of the General Assembly of Maryland representing Baltimore City) to issue and sell its certificates of indebtedness in an aggregate principal amount not exceeding \$34,000,000, the proceeds derived from the sale thereof to be used for the cost of issuance, including the expense of engraving, printing, advertising, attorneys' fees, and all other incidental expenses connected therewith, and the remainder of such proceeds to be used for the acquisition, by purchase, lease, condemnation, or any other legal means, of land or property, or any rights therein, in the City of Baltimore, and constructing and erecting on said land or property, or on any land or property now or hereafter owned by the Baltimore City Board of School Commissioners and/or the Mayor and City Council of Baltimore, new school buildings, athletic and other auxiliary facilities, and for additions and improvements to, or the modernization or reconstruction of, including the inspection, removal, encapsulation, management, containment and abatement of asbestos from, existing school buildings or facilities, and for equipment for any and all new or existing facilities authorized to be constructed, erected, added to, improved, modernized or reconstructed by the provisions hereof; the payment of any and all costs and expenses incurred for or in connection with doing any or all of the things herein mentioned, including, but not limited to, the costs and expenses of securing administrative, appraisal, economic analysis, engineering,

planning, designing, architectural, surveying, and other professional services, including, without limitation, services relating to planning for future projects of the same general character which may be constructed out of future loans; and for doing any and all things necessary, proper or expedient in connection with or pertaining to any or all of the matters or things hereinbefore mentioned; authorizing the issuance of refunding bonds; conferring certain powers upon the Board of School Commissioners of Baltimore City; imposing certain conditions in connection with the expenditure of the proceeds derived from the sale of said certificates of indebtedness; conferring and imposing upon the Board of Finance of Baltimore City certain powers and duties; authorizing the submission of this Ordinance to the legal voters of the City of Baltimore, for their approval or disapproval, at the Election to be held in Baltimore City on Tuesday, the 2nd day of November, 2004; and providing for the expenditure of the proceeds of sale of said certificates of indebtedness in accordance with the provisions of the Charter of the Mayor and City Council of Baltimore, and by the municipal agency designated in the annual Ordinance of Estimates of the Mayor and City Council of Baltimore.

WHEREAS, By Resolution XI of 2004, approved by the members of the General Assembly of Maryland representing Baltimore City, the Mayor and City Council of Baltimore is authorized to create a debt and to issue and sell its certificates of indebtedness (hereinafter called "bonds") as evidence thereof, in an aggregate principle amount not exceeding \$34,000,000 in the manner and upon the terms set forth in the bonds, not exceeding the par value of the bonds, to be used for school purposes as authorized by said Resolution; and

WHEREAS, Funds are now needed for said purposes; now, therefore,

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council of Baltimore, acting by and through the Board of Finance of said municipality, be and it is hereby authorized and empowered to issue bonds of the Mayor and City Council of Baltimore in an aggregate principal amount not exceeding \$34,000,000, from time to time, as may be needed or required for the purposes hereinafter named and said bonds shall be sold by the Board of Finance from time to time and at such times as shall be requisite, and the proceeds derived from the sale of said bonds shall be used for the purposes hereinafter named, provided that this Ordinance shall not become effective unless it shall be approved by a majority of the votes of the legal voters of Baltimore City cast at the time and place hereinafter designated by this Ordinance. The transfer of the proceeds of the bonds to the Baltimore City Board of School Commissioners shall be approved only in accordance with the procedures and conditions for authorization of capital projects as provided for in Article VI of the City Charter. The Mayor and City Council of Baltimore reserves the right to withhold the proceeds of any bonds on the failure of the Baltimore City Board of School Commissioners to comply with those Charter provisions.

SECTION 2. AND BE IT FURTHER ORDAINED, That:

(a) The bonds shall be issued in denominations of not less than \$500 each, but may be in sums of \$500, or any suitable multiple thereof.

(b) The bonds authorized to be issued and sold under the provisions of this Ordinance may be issued to mature on such dates and in such amounts as the Board of Finance may determine; provided that the entire principal amount represented thereby shall be discharged not more than 40 years from the date of issuance of the bonds.

(c) The bonds, when issued, shall bear interest at such rate or rates as may be determined by the Board of Finance, which rate or rates may be fixed or variable or as determined by a method approved by the Board of Finance, and such interest shall be payable at such time or times as may be determined by the Board of Finance.

SECTION 3. AND BE IT FURTHER ORDAINED, That a majority of the Board of Finance of the Mayor and City Council of Baltimore be, and they are hereby, authorized to pass a resolution or resolutions, from time to time, to determine and set forth any or all of the following:

(a) The amount of debt to be incurred by the Mayor and City Council of Baltimore at any particular time, and from time to time, under and pursuant to the provisions of this Ordinance; the date or dates when any bonds representing said debt, or any part thereof, are to mature, and the amount or amounts of said debt, or any part thereof, which shall mature upon the aforesaid date or dates; and the date or dates in each year, during the entire period of time when any of said bonds are outstanding, when interest on any of said bonds shall be payable;

(b) The form or forms of the bonds representing the debt, or any part thereof, authorized to be issued under the provisions of this Ordinance at any particular time; and

(c) If the bonds are to be sold at public sale, the time, place, manner and medium of advertisement of the readiness of the Board of Finance, acting for and on behalf of the Mayor and City Council of Baltimore, to receive bids for the purchase of the bonds authorized to be issued hereunder or any part thereof; the form, terms and conditions of such bids; the time, place and manner of awarding bonds so bid for, including the right whenever any of the bonds authorized by this Ordinance are offered for sale and sold at the same time as other bonds of the City, to establish the conditions for bids and awards and to award all of the bonds on an all or none basis; and the time, place, terms and manner of settlement for the bonds so bid for.

SECTION 4. AND BE IT FURTHER ORDAINED, That:

(a) All premiums resulting from the sale of any of the bonds issued and sold pursuant to the provisions of this Ordinance shall be applied first to defray the cost of issuance thereof and the balance, if any, shall be applied to the payment of interest on any of said bonds becoming due and payable during the fiscal year in which said bonds are issued and sold or during the next succeeding fiscal year.

(b) The debt authorized by the provisions of this Ordinance, and the bonds issued and sold pursuant thereto and their transfer, and the principal and interest payable thereon (including any profit made in the sale thereof), shall be and remain exempt from any and all State, county and municipal taxation in the State of Maryland.

(c) All bonds issued and sold pursuant to the provisions of this Ordinance may be sold at public sale by the solicitation of competitive bids or at private (negotiated) sale without advertisement or solicitation of competitive bids, for a price or prices which may be at, above or below par value of the bonds, as determined by resolution of the Board of Finance of the Mayor and City Council of Baltimore. If the Board of Finance determines to sell the bonds at public sale, the bonds shall be sold to the highest responsible bidder or bidders therefor after due notice of such sale, but the Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, shall have the right to reject any or all bids therefor for any reason.

SECTION 5. AND BE IT FURTHER ORDAINED, That until all of the interest on and principal of any bonds issued pursuant to the provisions of this Ordinance have been paid in full, the Mayor and City Council of Baltimore shall levy and impose an annual tax on each \$100 of assessable property in the City of Baltimore at a rate sufficient to produce revenue to pay all interest on and principal of all bonds theretofore issued and outstanding or authorized to be issued and outstanding, payable in the next succeeding year.

SECTION 6. AND BE IT FURTHER ORDAINED, That this Ordinance shall be submitted to the legal voters of the City of Baltimore, for their approval or disapproval, at the General Election to be held in Baltimore City, on Tuesday, the 2nd day of November, 2004.

SECTION 7. AND BE IT FURTHER ORDAINED, That prior to the date of the election hereinbefore mentioned, notice shall be given to the public of the amount of money which the Mayor and City Council of Baltimore is authorized to borrow, and the general purposes for which such borrowed funds may be expended, under the terms and provisions of this Ordinance, and the time when the election hereinbefore mentioned is to be held; and such public notice shall be given in such manner and by such means or through such media and at such time or times as may be determined, from time to time, by a majority of the Board of Finance.

SECTION 8. AND BE IT FURTHER ORDAINED, That the actual cash proceeds derived from the sale of the bonds authorized to be issued under the provisions of this Ordinance shall be used exclusively for the following purposes, to wit:

(a) So much thereof as may be necessary, in addition to the premium realized from the sale, if any, for the cost of issuance, including the expense of engraving, printing, advertising, attorneys' fees, and all other incidental expenses connected therewith (which may include the proportion of the compensation of employees and general administrative expenses of the Department of Finance reasonably allocated to the issuance of the bonds);

(b) The remainder of such proceeds shall be used for the acquisition, by purchase, lease, condemnation or any other legal means, of land or property, or any rights therein, in the City of Baltimore, and constructing and erecting on said land or property, or on any land or property now or hereafter owned by the Baltimore City Board of School Commissioners and/or the Mayor and City Council of Baltimore, new school buildings, athletic and other auxiliary facilities, and for additions and improvements to, or the modernization or reconstruction of, including the inspection, removal, encapsulation, management, containment and abatement of asbestos from existing school buildings or facilities, and for equipment for any and all new or existing facilities authorized to be constructed, erected, added to, improved, modernized or reconstructed by the provisions hereof; the payment of any and all costs and expenses incurred for or in connection with doing any or all of the things herein mentioned, including, but not limited to, the costs and expenses of securing administrative, appraisal, economic analysis, engineering, planning, designing, architectural, surveying, and other professional services, including, without limitation, services relating to planning for future projects of the same general character which may be constructed out of future loans; and for doing any and all things necessary, proper or expedient in connection with or pertaining to any or all of the matters or things hereinbefore mentioned.

SECTION 9. AND BE IT FURTHER ORDAINED, That:

(a) The Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, is hereby authorized and empowered to issue its bonds for the purpose of refunding any bonds authorized to be issued under the provisions of this Ordinance by payment at maturity or the purchase or redemption of bonds in advance of maturity. The validity of any refunding bonds shall in no way be dependent upon or related to the validity or invalidity of the bonds being refunded. Such refunding bonds may be issued by the Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, for the purpose of providing it with funds to pay any of its outstanding bonds authorized to be issued under the provisions of this Ordinance at maturity, to purchase in the open market any of its outstanding bonds authorized to be issued under the provisions of this Ordinance prior to their maturity, to redeem prior to their maturity any outstanding bonds which are, by their terms, redeemable, to pay interest on any outstanding bonds prior to their payment at maturity or purchase or redemption in advance of maturity, or to pay any redemption or purchase premium in connection with the refunding of any of its outstanding bonds authorized to be issued under the provisions of this Ordinance.

(b) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be issued for the public purpose of:

(1) Realizing savings to Baltimore City in the aggregate cost of debt service on either a direct comparison or present value basis; or

(2) Debt restructuring that:

(i) In the aggregate effects such a reduction in the cost of debt service; or

(ii) Is determined by the Board of Finance of the Mayor and City Council of Baltimore to be in the best interests of Baltimore City, to be consistent with Baltimore City's long-term financial plan, and to realize a financial objective of Baltimore City including, improving the relationship of debt service to a source of payment such as taxes, assessments, or other charges.

(c) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be issued in whatever principal amount shall be required to achieve the purpose for the issuance of the refunding bonds, which amount may be in excess of the principal amount of the bonds refunded or the maximum principal amount of bonds authorized to be issued under Section 1 of this Ordinance.

(d) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be issued to mature on such dates and in such amounts as the Board of Finance may determine; provided that the entire principal amount represented by the refunding bonds shall be discharged not more than 40 years from the date of issuance of the bonds being refunded.

(e) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance may be sold at public sale by the solicitation of competitive bids or at private (negotiated) sale without advertisement or solicitation of competitive bids, for a price or prices which may be at, above or below the par value of the refunding bonds, as determined by resolution of the Board of Finance of the Mayor and City Council of Baltimore. If the Board of Finance determines to sell the refunding bonds at public sale, the refunding bonds shall be sold to the highest responsible bidder or bidders therefor after due notice of such sale, but the Mayor and City Council of Baltimore, acting by and through the Board of Finance thereof, shall have the right to reject any or all bids therefor for any reason.

(f) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance shall bear interest at such rate or rates as may be determined by the Board of Finance of the Mayor and City Council of Baltimore, which rate or rates may be fixed or variable or as determined by a method approved by the Board of Finance, and such interest shall be payable at such time or times as may be determined by the Board of Finance.

(g) The proceeds of the sale of any refunding bonds authorized to be issued and sold under the provisions of this Ordinance, after the payment of issuance costs relating thereto, shall be set aside by the Mayor and City Council of Baltimore as a separate trust fund to be used solely for the purposes stated in this Section 9.

(h) Except as otherwise provided in this Section 9, the powers granted in, the limitations and obligations imposed by, and the procedures specified in this Ordinance with respect to the issuance of bonds shall be applicable to the issuance of refunding bonds.

(i) Any refunding bonds authorized to be issued and sold under the provisions of this Ordinance shall not be subject to any debt policy limitation that may from time to time be established by the Mayor and City Council of Baltimore.

SECTION 10. AND BE IT FURTHER ORDAINED, That in the expenditure of the proceeds of sale of said bonds, the Mayor and City Council of Baltimore shall observe the following conditions:

(a) Subject to the provisions of the Charter of Baltimore City relating to the Planning Commission, the Baltimore City Board of School Commissioners, shall have the authority to select sites for the construction of any new school buildings hereby authorized;

(b) All plans and specifications for the construction or reconstruction of school buildings, or for additions or improvement to school buildings, to be financed out of the proceeds derived from the sale of the bonds herein authorized to be issued, shall be subject to the approval of the Baltimore City Board of School Commissioners prior to the final acceptance of such plans and specifications, and the endorsement of approval by the Board of such plans and specifications shall be made thereon, and shall also be recorded by the Board in its official minutes;

(c) All changes in approved plans and specifications which may be found necessary and expedient during the course of construction shall also be subject to the approval of the Baltimore City Board of School Commissioners, and shall also be recorded by the Board in its official minutes; and

(d) No part of the proceeds derived from the sale of the bonds hereby authorized to be issued shall be expended without: (i) the approval of the Baltimore City Board of School Commissioners; and (ii) to the extent any expenditure is for a use or in an amount not specified in the Ordinance of Estimates, the approval of the Planning Commission, the Board of Estimates, and the City Council. Any request for approval under item (ii) of the preceding sentence shall be submitted to the Planning Commission and the Board of Estimates at least 60 days before it is submitted to the City Council.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-801
(Council Bill 04-1272)**

AN ORDINANCE CONCERNING

Street Entertainers – Licensing

FOR the purpose of providing for the licensing and regulation of street entertainers; establishing a Board of Licenses for Street Entertainers; providing for its powers and duties; defining certain terms; prohibiting certain conduct; imposing certain penalties; and generally relating to the licensing and regulation of street entertainers.

BY adding

Article 15 - Licensing and Regulation
Section(s) 15-1 through 15-21, inclusive, to be under
the new subtitle "Subtitle 15. Street Entertainers"
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 15. Licensing and Regulation

SUBTITLE 15. STREET ENTERTAINERS

§ 15-1. DEFINITIONS.

(A) *IN GENERAL.*

IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANING INDICATED.

(B) *BOARD.*

“BOARD” MEANS THE BOARD OF LICENSES FOR STREET ENTERTAINERS.

(C) *DOWNTOWN AREA.*

“DOWNTOWN AREA” MEANS:

THE AREA BEGINNING AT A POINT OF INTERSECTION AT THE NORTHWEST CORNER OF W. PRATT STREET AND MARTIN LUTHER KING, JR. BOULEVARD; BINDING ON THE WEST SIDE OF MARTIN LUTHER KING, JR. BOULEVARD AND RUNNING IN A NORTHERLY DIRECTION TO A POINT OF INTERSECTION WITH THE NORTH SIDE OF W. FRANKLIN STREET; THEN RUNNING EASTERLY ALONG W. FRANKLIN STREET TO THE NORTHEAST CORNER OF W. FRANKLIN AND N. PACA STREETS; BINDING ON THE WEST SIDE OF N. PACA STREET RUNNING NORTHERLY TO THE NORTHWEST CORNER OF DRUID HILL AVENUE AND N. PACA STREET; THEN BINDING ON THE NORTHERN RIGHT-OF-WAY LINE OF DRUID HILL AVENUE RUNNING EASTERLY CROSSING N. EUTAW STREET IN A STRAIGHT LINE AND CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF CENTRE STREET EASTERLY TO INTERSECT THE EASTERN RIGHT-OF-WAY LINE OF THE FALLSWAY; THEN BINDING ON THE EASTERN RIGHT-OF-WAY LINE OF THE FALLSWAY RUNNING SOUTHERLY TO INTERSECT THE SOUTHERN CURBLINE OF E. FAYETTE STREET FOLLOWING THE SOUTHERN RIGHT-OF-WAY OF E. FAYETTE STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE JONES FALLS BOULEVARD TO INTERSECT THE SOUTHERN RIGHT-OF-WAY LINE OF PRATT STREET; THEN WESTERLY TO THE POINT OF BEGINNING.

(D) *INCLUDES; INCLUDING.*

“INCLUDES” OR “INCLUDING” MEANS BY WAY OF ILLUSTRATION AND NOT BY WAY OF LIMITATION.

(E) *PERSON.*

(1) *IN GENERAL.*

“PERSON” MEANS:

(I) AN INDIVIDUAL; OR

(II) A PARTNERSHIP, FIRM, ASSOCIATION, CORPORATION, OR OTHER ENTITY OF ANY KIND.

(2) *EXCLUSIONS.*

“PERSON” DOES NOT INCLUDE A GOVERNMENTAL ENTITY OR AND INSTRUMENTALLY OR UNIT OF A GOVERNMENTAL ENTITY.

(F) *STREET*.

“STREET” MEANS ANY STREET, BOULEVARD, ROAD, HIGHWAY, ALLEY, LANE, SIDEWALK, FOOTWAY, MALL, ESPLANADE, OR OTHER WAY OR PLACE THAT IS OWNED BY THE CITY OR HABITUALLY USED BY THE PUBLIC.

(G) *STREET ENTERTAINER*.

(1) *IN GENERAL*.

“STREET ENTERTAINER” MEANS ANY PERSON WHO, EITHER ALONE OR AS PART OF A GROUP:

- (I) PERFORMS ON THE STREETS OF THIS CITY; AND
- (II) SOLICITS, ENCOURAGES, OR ACCEPTS DONATIONS BEFORE, DURING, OR AFTER THE PERFORMANCE.

(2) *ILLUSTRATIONS*.

“STREET ENTERTAINER” INCLUDES A:

- (I) MUSICIAN;
- (II) JUGGLER;
- (III) MIME;
- (IV) PUPPETEER;
- (V) UNICYCLIST;
- (VI) CLOWN;
- (VII) MAGICIAN
- (IX) SWORD SWALLOWER;
- (X) DANCER; OR
- (XI) COMEDIAN

§ 15-2. MANDATORY, PROHIBITORY, AND PERMISSIVE TERMS.

(A) *MANDATORY TERMS*.

“MUST” AND “SHALL” ARE EACH MANDATORY TERMS USED TO EXPRESS A REQUIREMENT OR TO IMPOSE A DUTY.

(B) *PROHIBITORY TERMS*.

“MUST NOT” AND “MAY NOT” ARE EACH MANDATORY NEGATIVE TERMS USED TO ESTABLISH A PROHIBITION.

(C) *PERMISSIVE TERMS.*

“MAY” IS PERMISSIVE.

§ 15-3. {RESERVED}

§ 15-4. BOARD OF LICENSES ESTABLISHED.

(A) *IN GENERAL.*

THERE IS A BOARD OF LICENSES FOR STREET ENTERTAINERS.

(B) *COMPOSITION.*

THE BOARD COMPRISES THE FOLLOWING 9 MEMBERS:

- (1) 4 MEMBERS APPOINTED BY THE MAYOR IN ACCORDANCE WITH CITY CHARTER ARTICLE IV, §6;
- (2) 2 MEMBERS APPOINTED BY THE PRESIDENT OF THE CITY COUNCIL; AND
- (3) THE FOLLOWING OR THEIR RESPECTIVE DESIGNEES:
 - (I) THE DIRECTOR OF THE COMMUNITY RELATIONS COMMISSION;
 - (II) THE DIRECTOR OF FINANCE; AND
 - (III) THE COMMISSIONER OF HOUSING AND COMMUNITY DEVELOPMENT.

§ 15-5. BOARD OFFICERS; EXPENSES.

(A) *OFFICERS.*

THE BOARD ANNUALLY SHALL;

- (1) ELECT A CHAIR FROM AMONG ITS MEMBERS; AND
- (2) APPOINT A SECRETARY.

(B) *COMPENSATION.*

THE MEMBERS OF THE BOARD:

- (1) RECEIVE NO COMPENSATION FOR SERVICES RENDERED AS MEMBERS OF THE BOARD; BUT
- (2) ARE ENTITLED TO REIMBURSEMENT FOR NECESSARY AND PROPER EXPENSES INCURRED IN PERFORMING THEIR DUTIES AS A MEMBER.

§ 15-6. STAFF.

THE BOARD MAY APPOINT EMPLOYEES, ASSISTANTS, AND INVESTIGATORS AS PROVIDED IN THE ORDINANCES OF ESTIMATES.

§ 15-7. RULES AND REGULATIONS.

(A) *BOARD TO ADOPT.*

THE BOARD SHALL ADOPT RULES AND REGULATIONS TO CARRY OUT THIS SUBTITLE.

(B) *FILING WITH LEGISLATIVE REFERENCE.*

A COPY OF ALL RULES AND REGULATIONS MUST BE FILED WITH THE DEPARTMENT OF LEGISLATIVE REFERENCE BEFORE THEY TAKE EFFECT.

§ 15-8. {RESERVED}**§ 15-9. LICENSE REQUIRED.**

NO PERSON MAY PERFORM AS A STREET ENTERTAINER WITHOUT FIRST HAVING OBTAINED A LICENSE TO DO SO FROM THE BOARD OF LICENSES FOR STREET ENTERTAINERS.

§ 15-10. CLASSES AND SCOPE OF LICENSES.

(A) *IN GENERAL.*

IN ITS RULES AND REGULATIONS, THE BOARD SHALL:

- (1) DESIGNATE VARIOUS CLASSES OF LICENSES TO BE ISSUED; AND
- (2) FOR EACH CLASS OF LICENSE, SPECIFY:
 - (I) THE TYPES OF ENTERTAINMENT THAT MAY BE PERFORMED UNDER THE LICENSE;
 - (II) THE LOCATIONS OR AREAS FOR WHICH THE LICENSE IS EFFECTIVE;
 - (III) THE DAYS AND TIMES FOR WHICH THE LICENSE IS EFFECTIVE; AND
 - (IV) THE MAXIMUM NUMBER OF LICENSES TO BE ISSUED FOR A PARTICULAR LOCATION OR AREA OR FOR A PARTICULAR DAY OR TIME OF DAY.

(B) *REQUIRED CONSIDERATIONS.*

IN DESIGNATING CLASSES AND SPECIFYING LIMITATIONS, THE BOARD SHALL CONSIDER:

- (1) THE VOLUME AND TYPES OF VEHICULAR AND PEDESTRIAN TRAFFIC IN A PROPOSED STREET ENTERTAINMENT LOCATION OR AREA;
- (2) THE PROXIMITY OF SCHOOLS, RELIGIOUS INSTITUTIONS, PARKS, OR RESIDENCIES TO A PROPOSED STREET ENTERTAINMENT LOCATION OR AREA;

- (3) THE NUMBER OF LICENSES ISSUED TO THE SAME PERSON; AND
- (4) THE IMPACT OF STREET ENTERTAINMENT ACTIVITIES ON THE HEALTH, SAFETY, AND GENERAL WELFARE OF THE PUBLIC.

§ 15-11. LIMITATIONS AND CONDITIONS.

THE BOARD MAY IMPOSE REASONABLE LIMITATIONS ON ANY LICENSE ISSUED UNDER THIS SUBTITLE, AS NECESSARY OR PROPER TO CARRY OUT THE PURPOSE AND INTENT OF THIS SUBTITLE.

§ 15-12. APPLICATIONS.

(A) *FORM.*

AN APPLICATION FOR A LICENSE MUST BE MADE IN THE FORM THE BOARD REQUIRES.

(B) *APPLICATION FEE.*

THE APPLICATION MUST BE ACCOMPANIED BY A NON-REFUNDABLE APPLICATION FEE OF \$25, TO COVER THE COST OF INVESTIGATING AND PROCESSING THE APPLICATION.

(C) *CONTENTS.*

THE APPLICATION MUST CONTAIN:

- (1) THE APPLICANT'S NAME AND ADDRESS;
- (2) THE APPLICANT'S AGE;
- (3) THE TYPE OF ENTERTAINMENT FOR WHICH THE LICENSE IS SOUGHT;
- (4) THE LOCATION OR AREA FOR WHICH THE LICENSE IS SOUGHT; AND
- (5) ANY OTHER INFORMATION THE BOARD REQUIRES.

(D) *VERIFICATION*

THE APPLICATION MUST BE VERIFIED BEFORE A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

§ 15-13. ANNUAL FEE.

(A) *IN GENERAL.*

THE ANNUAL FEE FOR A LICENSE IS AS FOLLOWS:

- (1) IN THE DOWNTOWN AREA – \$75.
- (2) IN ALL OTHER AREAS – \$50.

(B) *PRORATION.*

IF THE LICENSE IS ISSUED AFTER JUNE 30 OF ANY CALENDAR YEAR, THE INITIAL LICENSE FEE IS ½ THE ANNUAL FEE.

§ 15-14. ENTERTAINER IDENTIFICATION.

(A) *BOARD TO ISSUE.*

THE BOARD SHALL ISSUE AN IDENTIFICATION BADGE FOR EACH LICENSE ISSUED.

(B) *FORM AND CONTENTS.*

THE IDENTIFICATION BADGE:

- (1) SHALL BE OF LAMINATED PLASTIC OR OTHER DURABLE SUBSTANCE; AND
- (2) SHALL BEAR:
 - (I) THE NAME AND ADDRESS OF THE LICENSEE;
 - (II) THE TYPE OF ENTERTAINMENT FOR WHICH THE LICENSE IS ISSUED;
 - (III) THE LOCATION OR AREA FOR WHICH THE LICENSE IS ISSUED;
 - (IV) THE DAYS OR TIMES TO WHICH THE LICENSE IS LIMITED;
 - (V) THE YEAR FOR WHICH THE LICENSE IS ISSUED; AND
 - (VI) AN IDENTIFYING NUMBER THE CORRESPONDS WITH THE NUMBER OF THE LICENSE.

(C) *ENTERTAINER TO DISPLAY.*

EACH ENTERTAINER MUST PROMINENTLY DISPLAY THE BADGE WHILE ENTERTAINING.

(D) *REPLACEMENT BADGES.*

IF A BADGE IS LOST, THE DIRECTOR SHALL ISSUE A REPLACEMENT BADGE ON PAYMENT BY THE LICENSEE OF A \$10 FEE.

§ 15-15. {RESERVED}

§ 15-16. PROHIBITED CONDUCT.

A STREET ENTERTAINER MAY NOT:

- (1) SET ANY FEE OR REQUIRE ANY DONATION FOR HIS OR HER PERFORMANCE; OR
- (2) SUGGEST ANY MINIMUM OR MAXIMUM DONATION.

§ 15-17. {RESERVED}

§ 15-18. REVOCATIONS AND SUSPENSIONS.

(A) *AUTHORIZED SUSPENSION OR REVOCATION.*

THE BOARD MAY SUSPEND OR REVOKE A LICENSE IF THE LICENSEE VIOLATES ANY PROVISION OF:

- (1) THIS SUBTITLE;
- (2) THE RULES AND REGULATIONS ADOPTED UNDER THIS SUBTITLE; OR
- (3) ANY OTHER APPLICABLE LAW OF THE STATE OR CITY.

(B) *MANDATORY REVOCATION.*

ON A STREET ENTERTAINER'S 3RD VIOLATION OF ANY PROVISION, THE BOARD MUST REVOKE THE STREET ENTERTAINER'S LICENSE.

(C) *APPLICATION FOLLOWING REVOCATION.*

IF A LICENSE IS REVOKED, THE FORMER LICENSEE MAY NOT APPLY FOR A NEW LICENSE UNTIL 1 YEAR FROM THE DATE OF REVOCATION.

§ 15-19. ADMINISTRATIVE APPEALS.

(A) *RIGHT OF APPEAL.*

AN AGGRIEVED PARTY MAY APPEAL TO THE BOARD OF MUNICIPAL AND ZONING APPEALS:

- (1) THE DENIAL, SUSPENSION, OR REVOCATION OF A LICENSE; OR
- (2) ANY OTHER DECISION OR RULING BY THE BOARD OF LICENSES.

(B) *HOW AND WHEN TAKEN.*

THE APPEAL MUST BE TAKEN IN WRITING WITHIN 10 DAYS FROM THE DATE OF NOTICE OF THE DENIAL, SUSPENSION, REVOCATION, DECISION, OR RULING.

(C) *HEARING AND DECISION.*

THE BOARD OF MUNICIPAL AND ZONING APPEALS:

- (1) SHALL HOLD A HEARING ON THE APPEAL AS SOON AS PRACTICABLE; AND
- (2) MAY AFFIRM, MODIFY, OR REVERSE THE ACTION OF THE BOARD OF LICENSES.

§ 15-20. {RESERVED}

§ 15-21. PENALTIES.

ANY PERSON WHO VIOLATES ANY PROVISION OF THIS SUBTITLE OR OF THE RULES AND REGULATIONS ADOPTED UNDER IT IS GUILTY OF A MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF NOT MORE THAN \$500 FOR EACH OFFENSE.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-802
(Council Bill 04-1341)**

AN ORDINANCE CONCERNING

**City Property – Naming the Boardroom in the
Department of Planning to be the Phoebe B. Stanton Boardroom**

FOR the purpose of naming the boardroom in the Department of Planning located at 417 East Fayette Street to be the Phoebe B. Stanton Boardroom.

BY authority of

Article 5 - Finance, Property, and Procurement
Section 20-2
Baltimore City Code
(Edition 2000)

Preamble

This Ordinance is in memory and honor of Dr. Phoebe Stanton who, during her 50 years in Baltimore, served on various City boards and commissions and completed numerous planning studies. She was a founding member of the City Historic Commission in 1964, and she served on the City's Design Advisory Panel from 1970-2003. Outside of City government, she taught Art History at The Johns Hopkins University and published several books on architecture. She gave more than 30 years of service to the City, and she was an advocate of all things Baltimore.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the boardroom in the Department of Planning located at 417 East Fayette Street is named the Phoebe B. Stanton Boardroom.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-803
(Council Bill 04-1343)**

AN ORDINANCE CONCERNING

Zoning – Building and Fire Codes – Structures on Piers

FOR the purpose of authorizing in the B-2 through B-5 Districts, as a conditional use that requires approval by ordinance, structures on piers; establishing certain exceptions for certain preexisting projects and plans; defining certain terms; specifying certain required findings, conditions, and considerations for a conditional use; establishing certain fire-safety and other requirements; correcting, clarifying, and conforming certain language; and generally relating to the construction and maintenance of structures on piers.

BY adding

Article - Zoning
Section(s) 1-193.1, 1-196.1, 6-309(13), 6-509(5), and 14-353
Baltimore City Revised Code
(Edition 2000)

BY repealing and reordaining, with amendments

Article - Building, Fire, and Related Codes
Section(s) 2-103 (IBC § 423.6)
Baltimore City Revised Code
(Edition 2000)

BY adding

Article - Building, Fire, and Related Codes
Section(s) 8-102 (IFC § 511)
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Revised Code

Article – Zoning

§ 1-193.1. STRUCTURE ON PIER.

“STRUCTURE ON PIER” MEANS ANY STRUCTURE:

- (1) THAT IS ERECTED ON A PIER, WHARF, DOCK, BULKHEAD, BREAKWATER, PILES, OR OTHER SIMILAR STRUCTURE; AND
- (2) THE USES OF WHICH ARE OTHERWISE ALLOWED IN THE UNDERLYING DISTRICT.

§ 1-196.1. WATER-DEPENDENT FACILITIES.

“WATER-DEPENDENT FACILITIES” HAS THE MEANING STATED IN § 8-301 {“CRITICAL AREA OVERLAY DISTRICT: DEFINITIONS”} OF THIS ARTICLE.

§ 6-309. Conditional uses – Ordinance required.

In a B-2 District, conditional uses that require approval by ordinance are as follows:

- (13) STRUCTURES ON PIERS, OTHER THAN WATER-DEPENDENT FACILITIES.

§ 6-509. Conditional uses – Ordinance required.

In a B-4 District, conditional uses that require approval by ordinance are as follows:

- (5) STRUCTURES ON PIERS, OTHER THAN WATER-DEPENDENT FACILITIES.

§ 14-353. STRUCTURES ON PIERS.

(A) *REQUIRED FINDINGS AND CONDITIONS.*

FOR STRUCTURES ON PIERS, OTHER THAN WATER-DEPENDENT FACILITIES, THE CITY COUNCIL MUST FIND, AND REQUIRE AS A CONDITION OF APPROVAL, THAT:

- (1) THE PIER IS AT LEAST 60 FEET WIDE; ~~AND~~
- (2) THE STRUCTURE DOES NOT EXCEED THE HEIGHT LIMIT IMPOSED BY ANY APPLICABLE URBAN RENEWAL PLAN OR PLANNED UNIT DEVELOPMENT;
- (3) IN COMPUTING ANY PROPOSED EXPANSION UNDER STATE ENVIRONMENT ARTICLE § 16-104(3)(II), A REMOVED PIER IS NOT COUNTED UNLESS THAT PIER WAS IN A B-2 THROUGH B-5 DISTRICT OR IN A PLANNED UNIT DEVELOPMENT CONTAINING B-2 THROUGH B-5 USES; AND
- (~~2~~) (4) THE PIER, THE STRUCTURE, AND THEIR USES COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING STRUCTURES ON PIERS, INCLUDING:
 - (I) THE CHESAPEAKE BAY CRITICAL AREA PROTECTION LAW;
 - (II) THE BALTIMORE CITY CRITICAL AREA MANAGEMENT PROGRAM;

(III) THE BUILDING, FIRE, AND RELATED CODES OF BALTIMORE CITY; AND

(IV) STATE ENVIRONMENT ARTICLE § 16-104 {"CONSTRUCTION ON PIERS"}.

(B) *REQUIRED CONSIDERATIONS.*

IN ADDITION, THE CITY COUNCIL MUST CONSIDER THE PROPOSED USE IN RELATION TO THE PLANNING COMMISSION'S COMMERCIAL ZONE PIER DEVELOPMENT PLAN AND THAT PLAN'S PROVISIONS ON:

- (1) VEHICLE AND PEDESTRIAN ACCESS;
- (2) VIEW CORRIDORS;
- (3) ENVIRONMENTAL PROTECTIVE MEASURES; AND
- (4) OTHER MEASURES APPLICABLE TO STRUCTURES ON PIERS.

Article – Building, Fire, and Related Codes

Part II. International Building Code

§ 2-103. City modifications.

The additions, deletions, amendments, and other modifications adopted by the City are as follows:

Section 423 Piers and Marinas

423.6 [Buildings] STRUCTURES on piers. [All buildings] Every STRUCTURE that [are] is constructed on [freestanding piers located along the shore line] A PIER, WHARF, DOCK, BULKHEAD, BREAKWATER, PILES, OR OTHER SIMILAR STRUCTURE must comply with this § 423 and all other applicable provisions of this Code AND OTHER LAW.

Part VIII. International Fire Code

§ 8-102. City modifications.

The additions, deletions, amendments, and other modifications adopted by the City are as follows:

SECTION 511 STRUCTURES ON PIERS

511.1 DEFINITIONS. IN THIS SECTION, "PIER" MEANS ANY PIER, WHARF, DOCK, BULKHEAD, BREAKWATER, PILES, OR OTHER SIMILAR STRUCTURE.

511.2 GENERAL. EVERY STRUCTURE THAT IS CONSTRUCTED ON A PIER MUST COMPLY WITH THE REQUIREMENTS OF THIS § 511 AND ALL OTHER APPLICABLE PROVISIONS OF THIS CODE AND OTHER LAW.

511.3 CHAPTER 28 OF NFPA 1. THE PIER AND STRUCTURE MUST COMPLY WITH CHAPTER 28 {"MARINAS AND BOATYARDS"} OF NFPA 1, *UNIFORM FIRE CODE* (2003 EDITION), SUBJECT ONLY TO THE FOLLOWING MODIFICATION.

511.3.1 FLOW TESTS. FLOW TESTS MUST BE CONDUCTED UNDER TABLE 6.1 AND § 6.3.1 OF NFPA 25, *STANDARD FOR THE INSPECTION, TESTING, AND MAINTENANCE OF WATER-BASED FIRE PROTECTION SYSTEMS* (2002 EDITION), ANNUALLY (RATHER THAN, AS THERE STATED, “EVERY 5 YEARS”).

511.4 PIER MATERIAL. THE PIER MUST BE MADE OF OR ENCASED BY ~~NON-COMBUSTIBLE~~ NON-COMBUSTIBLE MATERIALS. THE STRUCTURE ON THE PIER MUST BE OF TYPE I, TYPE II, OR TYPE III CONSTRUCTION.

511.5 SPRINKLER PROTECTION. THE ENTIRE STRUCTURE ON THE PIER MUST BE SPRINKLERED.

511.6 SEPARATION. THE SEPARATION BETWEEN STRUCTURES ON A PIER MUST BE AT LEAST 30 FEET.

511.7 STANDPIPES AND HYDRANTS. STANDPIPES (FIRE DEPARTMENT CONNECTIONS) MUST BE PROVIDED ON THE PIER AT LEAST EVERY 100 FEET. HYDRANTS MUST BE INSTALLED WITHIN 100 FEET OF A STANDPIPE.

511.8 EMERGENCY VEHICLE ACCESS. ~~THE PUBLIC PROMENADE~~ ALL PIERS WITH STRUCTURES MUST PROVIDE ACCESS FOR EMERGENCY VEHICLES ON THE PROMENADE, A ROAD, OR OTHER APPROPRIATE SPACE. THIS ACCESS MUST BE DESIGNED AND CONFIGURED TO ACCOMMODATE FIRE, AMBULANCE, AND OTHER EMERGENCY VEHICLES. ACCESS FOR EMERGENCY VEHICLES MUST BE PROVIDED TO WITHIN AT LEAST 450 FEET OF THE FARTHEST EDGE OF THE STRUCTURE. THE FIRE LANE MUST BE AT LEAST 20 FEET WIDE.

511.9 FIRE BOAT ACCESS. ACCESS FOR FIRE BOATS MUST BE PROVIDED TO WITHIN AT LEAST 50 FEET OF THE FARTHEST EDGE OF THE STRUCTURE. THE WATER DEPTH OF THAT ACCESS MUST BE AT LEAST 10 FEET (MEAN LOW WATER MARK).

511.10 TIE-UPS. MARINA SLIPS ARE PROHIBITED WITHIN 30 FEET OF ANY STRUCTURE ON A PIER. TRANSIENT (I.E., HOURLY OR DAILY) TIE-UPS ALONG A BULKHEAD ARE ONLY ALLOWED ADJACENT TO COMMERCIAL STRUCTURES AND NO CLOSER THAN 15 FEET FROM THE STRUCTURE.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance does not apply to any project constructed in accordance with a Final Design Approval that was granted by the Planning Commission before the enactment of this Ordinance. Structures on piers depicted in a development plan for a Planned Unit Development that was approved before the enactment of this Ordinance are exempt from the conditional use process; however, the Planning Commission shall apply the criteria contained in this Ordinance when reviewing the development plan during the Final Design Approval process for the Planned Unit Development.

SECTION 2 3. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-804
(Council Bill 04-1344)**

AN ORDINANCE CONCERNING

Zoning – Maritime Industrial Overlay District

FOR the purpose of establishing a Maritime Industrial Overlay District to which certain additional zoning regulations apply; defining certain terms; designating certain use, bulk, and other regulations for the Overlay District; prohibiting certain uses within the Overlay District; providing for the automatic termination of this Ordinance; and generally relating to the establishment, administration, and effect of an overlay zoning district.

BY adding

Article - Zoning

Section(s) 8-401 through 8-411, inclusive, to be under the subtitle
designation “Subtitle 4. Maritime Industrial Overlay District”

Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Revised Code

Article – Zoning

Title 8. Overlay Districts

SUBTITLE 4. MARITIME INDUSTRIAL OVERLAY DISTRICT

PART I. DEFINITIONS; OVERVIEW

§ 8-401. DEFINITIONS.

(A) *IN GENERAL.*

IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(B) *MARITIME.*

“MARITIME” MEANS OCEAN-GOING SHIPPING AND COMMERCE ASSOCIATED WITH THE PORT OF BALTIMORE.

(C) *MARITIME INDUSTRIAL OVERLAY DISTRICT; DISTRICT.*

“MARITIME INDUSTRIAL OVERLAY DISTRICT” OR “OVERLAY DISTRICT” MEANS THE AREA DESIGNATED ON THE ZONING MAPS ADOPTED UNDER THIS ARTICLE AS THE MARITIME INDUSTRIAL OVERLAY DISTRICT.

§ 8-402. DESIGN.

THE MARITIME INDUSTRIAL OVERLAY DISTRICT IS DESIGNED TO ENSURE THE PRESERVATION OF LIMITED DEEP-WATER FRONTAGE OF THE PORT OF BALTIMORE FOR MARITIME USE . THE INTENT IS TO DELINEATE AN AREA WHERE MARITIME SHIPPING CAN BE CONDUCTED WITHOUT THE INTRUSION OF NON-INDUSTRIAL USES AND WHERE INVESTMENT IN MARITIME INFRASTRUCTURE IS ENCOURAGED.

§§ 8-403 TO 8-405. {RESERVED}*PART II. GENERAL REQUIREMENTS***§ 8-406. IN GENERAL.**

IN ADDITION TO THE GENERAL PROVISIONS OF TITLE 3 {"GENERAL RULES"} OF THIS ARTICLE, THE FOLLOWING PROVISIONS APPLY TO THE MARITIME INDUSTRIAL OVERLAY DISTRICT.

§ 8-407. USE REGULATIONS.*(A) IN GENERAL.*

EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, ALL USES IN THE OVERLAY DISTRICT ARE AS OTHERWISE ALLOWED BY THIS ARTICLE FOR THE UNDERLYING DISTRICT.

(B) PROHIBITED USES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, THE FOLLOWING USES ARE PROHIBITED WITHIN THE OVERLAY DISTRICT:

- (1) HOTELS AND MOTELS.
- (2) OFFICES: BUSINESS AND PROFESSIONAL, OTHER THAN ACCESSORY.
- (3) PLANNED UNIT DEVELOPMENTS.
- (4) RESTAURANTS AND LUNCH ROOMS, OTHER THAN ACCESSORY WITHOUT LIVE ENTERTAINMENT OR DANCING.
- (5) TAVERNS.
- (6) ANY OTHER USE THAT IS NOT EXPRESSLY ALLOWED BY THIS ARTICLE FOR AN INDUSTRIAL DISTRICT.

§ 8-408. BULK REGULATIONS.

THE BULK REGULATIONS SET FORTH IN THIS ARTICLE FOR EACH UNDERLYING DISTRICT APPLY TO PROPERTIES IN THE OVERLAY DISTRICT.

§ 8-409. OFF-STREET PARKING.

OFF-STREET PARKING SPACES MUST BE PROVIDED IN ACCORDANCE WITH TITLE 10 {"OFF-STREET PARKING REGULATIONS"} OF THIS ARTICLE AS IT APPLIES TO THE UNDERLYING DISTRICT.

§ 8-410. SIGNS.

SIGNS ARE ALLOWED ONLY IN ACCORDANCE WITH TITLE 11 {"SIGN REGULATIONS"} OF THIS ARTICLE AS IT APPLIES TO THE UNDERLYING DISTRICT.

PART III. ADMINISTRATION

§ 8-411. PROPOSED AMENDMENTS.

(A) *IN GENERAL.*

ANY PROPOSED AMENDMENT TO THE MARITIME INDUSTRIAL OVERLAY DISTRICT MAP MUST BE REVIEWED IN ACCORDANCE WITH TITLE 16 {"LEGISLATIVE AUTHORIZATIONS"} OF THIS ARTICLE.

(B) *PLANNING COMMISSION REVIEW.*

IN ADDITION, THE PLANNING COMMISSION MUST CONSIDER THE PROPOSED AMENDMENT IN RELATION TO:

- (1) THE MASTER PLAN;
- (2) THE NEED TO ENSURE THE LONG-TERM PRESERVATION OF THE DEEP WATER ASSETS OF THE PORT OF BALTIMORE FOR MARITIME USE; AND
- (3) THE NEED TO PROTECT MARITIME USES FROM THE INTRUSION OF NON-INDUSTRIAL USES.

SECTION 2. AND BE IT FURTHER ORDAINED, That the area outlined in red on the map accompanying this Ordinance (Amended Map dated July 8, 2004) is designated as the Maritime Industrial Overlay District to which this Ordinance and Title 8, Subtitle 4 of the Baltimore City Zoning Code, as enacted by this Ordinance, apply.

SECTION 3. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying map and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the map; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the map; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the map to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 4. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 5. AND BE IT FURTHER ORDAINED, That the Department of Planning and the Baltimore Development Corporation shall report annually to the City Council on the success of the Maritime Industrial Overlay District.

SECTION 56. **AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the 30th day after the date it is enacted. This Ordinance will remain effective for 10 years; at the end of that period, with no further action by the Mayor and City Council, this Ordinance will be abrogated and of no further effect.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-805
(Council Bill 04-1368)**

AN ORDINANCE CONCERNING

Building, Fire, and Related Codes – Fees and Surcharges

FOR the purpose of authorizing certain credits for permits revoked because of an administrative error; lowering the fees charged for copying certain documents; clarifying that application fees are nonrefundable; increasing the penalty surcharges imposed for permits issued after work is begun; authorizing the reduction of a penalty surcharge under certain circumstances; making certain contractors personally liable for payment of the surcharge; prohibiting those contractors from seeking to recoup the surcharge from the property owner; imposing certain penalties; correcting, clarifying, and conforming certain language; and generally relating to fees and surcharges imposed under the Building, Fire, and Related Codes Article.

BY repealing and reordaining, with amendments

Article - Building, Fire, and Related Codes

Section(s) 2-103 (IBC §§ 105.1.4, 108.4, 108.5.1, 108.5.8, and 108.5.10)

Baltimore City Revised Code
(Edition 2000)

BY repealing and reordaining, without amendment

Article - Building, Fire, and Related Codes

Section(s) 2-103 (IBC § 105.6)

Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Revised Code

Article – Building, Fire, and Related Codes

Part II. International Building Code

§ 2-103. City modifications.

The additions, deletions, amendments, and other modifications adopted by the City are as follows:

105.1.4 Work done without permit. A person who does any work without a permit or after a permit is revoked for any reason [other than administrative error] must obtain a permit for that work, even if already completed, and pay the appropriate permit fee and penalty surcharge.

105.6 Suspension or revocation. The Building Official may suspend or revoke a permit issued under this Code if:

- a. the work is being done in violation of the permit, of this Code, or of any other applicable law or regulation, or
- b. the permit was issued:
 1. in error or on the basis of incorrect, inaccurate, or incomplete information, or
 2. in violation of this Code or of any other law or regulation.

108.4 Refunds; CREDITS.

108.4.1 REFUNDS. No fee or other service charge paid for any application, permit, certificate, inspection, test, or other service may be refunded, in whole or in part, except as provided in this [§ 108.4] § 108.4.1. If no work has been done nor any privilege enjoyed under a permit, certificate, inspection, test, or other service, a refund may be granted of not more than 50% of the fee or service charge paid. In no event, however, may any refund[, whole or partial,] be granted on any fee or charge of less than \$1,000.

108.4.2 CREDIT FOR ADMINISTRATIVE ERROR. IF THE BUILDING OFFICIAL REVOKES A PERMIT BECAUSE OF AN ADMINISTRATIVE ERROR THAT, THROUGH NO FAULT OF THE APPLICANT, WAS MADE IN ISSUING THE PERMIT, THE APPLICANT MAY:

- A. APPLY UNDER § 108.4.1, IF APPLICABLE, FOR A PARTIAL REFUND OF THE FEE PAID FOR THE REVOKED PERMIT, OR
- B. REQUEST THAT THE FEE PAID FOR THE REVOKED PERMIT BE APPLIED AND CREDITED TO THE FEE DUE FOR A NEW PERMIT TO REPLACE THE ONE REVOKED.

108.5 Service charges.

108.5.1 Duplicate or additional documents. The charges for [duplicate or additional] copies OR DUPLICATES of permits, certificates, and other documents are:

- a. for PHOTOCOPIES OF documents other than APPROVED plans, [\$10] \$1 for [each duplicate or copy issued, with a minimum charge of \$25] THE 1ST PAGE AND 50¢ FOR EACH ADDITIONAL PAGE,
- B. FOR DUPLICATES OF DOCUMENTS OTHER THAN APPROVED PLANS, \$10 FOR EACH DUPLICATE ISSUED, and

- c. [b.] for COPIES OR DUPLICATES OF approved plans, \$10 per sheet plus any charge involved in reproducing them, with a minimum charge of \$25.

108.5.8 Application [filing] fee. Before an application for any permit or certificate is processed, the applicant must pay a NONREFUNDABLE APPLICATION fee of \$25.

108.5.10 Penalty surcharge. A surcharge is assessed on any permit that is issued for work begun or completed:

- a. without a permit, or
- b. after the suspension or revocation of a permit for that work.

108.5.10.1 Amount – in general. Except as otherwise specified in this § 108.5.10, the amount of the surcharge is as follows:

- a. if no violation notice or stop work order was previously issued, the surcharge is the greater of [\$50] \$250 or 30% of the permit fee, and
- b. if a violation notice or stop work order was already issued, the surcharge is the greater of [\$150] \$1,000 or 50% of the permit fee.

108.5.10.2 Amount – demolition work. For demolition work done without the proper permit or in violation of the terms of a permit, the surcharge is 15¢ for each cubic foot of the structure before the demolition.

108.5.10.3 Reductions. [On written application and justifiable cause demonstrated, the] THE Building Official may reduce the amount of a surcharge imposed by this § 108.5.10:

- A. ON WRITTEN APPLICATION AND JUSTIFIABLE CAUSE DEMONSTRATED, OR
- B. IN ACCORDANCE WITH APPLICABLE STANDARDS AND CRITERIA CONTAINED IN THE RULES AND REGULATIONS ADOPTED UNDER THIS CODE.

108.5.10.4 Surcharge in addition to other fines, etc. A surcharge imposed by this § 108.5.10 is in addition to any other fine or penalty imposed under this Code or any other law or regulation.

108.5.10.5 CONTRACTOR'S LIABILITY. IF THE UNAUTHORIZED WORK FOR WHICH THE SURCHARGE IS IMPOSED WAS PERFORMED BY A CONTRACTOR, THE CONTRACTOR:

- A. IS PERSONALLY LIABLE FOR THE SURCHARGE, AND
- B. MAY NOT, DIRECTLY OR INDIRECTLY, ATTEMPT TO RECOUP THE AMOUNT OF THE SURCHARGE FROM THE PROPERTY OWNER.

108.5.10.5.1 VIOLATION. A CONTRACTOR WHO VIOLATES § 108.5.10.5B:

- A. IS SUBJECT TO THE FINES AND PENALTIES IMPOSED FOR VIOLATIONS OF THIS CODE, AND
- B. WILL BE REPORTED TO THE RELEVANT LICENSING AUTHORITY AND THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-806
(Council Bill 04-1396)**

AN ORDINANCE CONCERNING

**Sale of Property — 358 East Monument Street
and Former Bed of Buren Street**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property located at 358 East Monument Street and the former bed of Buren Street and no longer needed for public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the property located at 358 East Monument Street and the former bed of Buren Street, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the west side of Buren Street, 60 feet wide, and the south side of Madison Street, 66 feet wide and running thence binding on the south side of said Madison Street, Easterly 60.4 feet, more or less, to intersect the east side of said Buren Street; thence binding on the east side of said Buren Street, Southerly 300.5 feet, more or less, to the northeast side of Buren Street, varying in width; thence binding on the northeast side of last said Buren Street, Southeasterly 35.2 feet more or less, to intersect the north side of ~~said~~ Monument Street, varying in width; thence binding on the north side of said Monument Street, Westerly 85.4 feet, more or less, to intersect the west side of last said Buren Street, and thence binding in part on the west side of last said Buren Street, in part on Buren Street, mentioned firstly herein, and in all Northerly 322.7 feet, more or less, to the place of beginning, containing 0.72 ± acres, more or less, ~~this property being no longer needed for public use; and~~

Beginning for Parcel No. 2 at the point formed by the intersection of the north side of East Monument Street, 66 feet wide, and the east side of Fallsway, varying in width, and running thence, binding on the east side of the said Fallsway, the three following courses:

1. North 12 degrees, 26 minutes, 14 seconds West, 112.64 feet,
2. North 11 degrees, 58 minutes, 08 seconds West, 158.74 feet,
3. North 07 degrees, 43 minutes, 00 seconds West, 52.87 feet to intersect the south side of East Madison Street, 66 feet wide; and running thence, binding on the south side of the said East Madison Street,
4. North 87 degrees, 03 minutes, 00 seconds East, 97.40 feet to intersect the west side of Buren Street, 60 feet wide; and running thence, binding on the west side of the said Buren Street,
5. South 09 degrees, 29 minutes, 10 seconds East, 322.68 feet to intersect the north side of the aforesaid East Monument Street, and running thence, binding on the north side of the aforesaid East Monument Street,
6. South 87 degrees, 03 minutes, 00 seconds West, 86.29 feet to the place of beginning,

containing 0.6889 acres of land, more or less.

All courses in the above description are referred to the true meridian as adopted by the Baltimore Survey Control System. These properties are no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That all subsurface structures and appurtenances now owned by the Mayor and City Council of Baltimore continue to be the property of the Mayor and City Council, in fee simple, until their use has been abandoned by the Mayor and City Council. Any person who wants to remove, alter, or interfere with them must first obtain permission from the Mayor and City Council and, in the application for this permission, must agree to pay all costs and expenses, of every kind, arising out of the removal, alteration, or interference.

SECTION 2 3. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-807
(Council Bill 04-1399)**

AN ORDINANCE CONCERNING

**City Property — ~~Renaming~~ Naming the Station of Engine
Company #36 to be the Charles Ridgely Thomas —
~~Sr. Engine Company Station~~**

FOR the purpose of ~~changing the name~~ naming the station of Engine Company #36, located at Bentalou Street and Edmondson Avenue, to ~~be the Charles Ridgely Thomas, Sr. Engine Company Station.~~

BY authority of

Article 5 - Finance, Property, and Procurement
Section 20-2
Baltimore City Code
(Edition 2000)

Preamble

This Ordinance is in honor of Charles Ridgely Thomas, ~~Sr.~~ On February 8, 1954, he was admitted to the Baltimore City Fire Department School, as a member of the second class that admitted African Americans for firefighter training. On graduating from the Fire School, he was assigned to Engine Company #36, which was located in the same building as the Fire School. He remained there until 1976, when he was assigned to the Fire Prevention Bureau where he served until his retirement, in 1988.

In 1960, he founded the Social Association of Firefighters (SAFF). The organization was founded because Firefighter Union #734 refused to admit African American firefighters into it.

In 1969, Charles Ridgely Thomas, ~~Sr.~~ co-founded the Vulcan Blazers, Inc. This organization was formed for the betterment of African American firefighters in the Baltimore City Fire Department.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the ~~name~~ station of Engine Company #36, located at Bentalou Street and Edmondson Avenue, is ~~changed to~~ named the Charles Ridgely Thomas, ~~Sr. Engine Company Station.~~

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved August 13, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-808
(Council Bill 03-1227)**

AN ORDINANCE CONCERNING

**Zoning — Conditional Use Parking, Open Off-Street Area —
Block 5093, Lots 47, 49, 60/61, and
(if Acquired by the Applicant) a Portion of Lot 62**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a parking, open off-street area on the properties known as Block 5093, Lots 47, 49, 60/61, and (if acquired by the applicant) a Portion of Lot 62, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 4-804, 6-309, and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a parking, open off-street area on the properties known as Block 5093, Lots ~~47~~, 49, 60/61, and (if acquired by the applicant) a portion of Lot 62, as outlined in red on the plat accompanying this Ordinance, in accordance with Zoning Code §§ 4-804, 6-309, and 14-102 of the Baltimore City Code, subject to the condition that the parking, open off-street area complies with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That the portion of the property known as Block 5093, Lot 62, as outlined on the accompanying plat, may become part of the parking, open off-street area, only if the applicant acquires that portion of the property.

SECTION 3. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved September 21, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-809
(Council Bill 04-1345)**

AN ORDINANCE CONCERNING

Zoning - Amending Ordinance 03-484

FOR the purpose of amending Ordinance 03-484 to correct a typographical error in the zoning district designation; refining the applicable zoning designation; and providing for a special effective date.

BY repealing and reordaining, with amendments
Ordinance 03-484
Section(s) 1

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Ordinance 03-484

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 46 of the Zoning District Maps is amended by changing from the R-8 Zoning District to the [R] ~~B-2~~ B-2-2 Zoning District the properties known as 1400, 1402, 1404, and 1406 East Preston Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted, retroactive to the effective date of Ordinance 03-484 (January 23, 2003).

Approved September 21, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-810
(Council Bill 02-0861)**

AN ORDINANCE CONCERNING

Urban Renewal — Fairfield

FOR the purpose of establishing the Fairfield Urban Renewal Area; approving a Renewal Plan for the Fairfield Urban Renewal Area; establishing permitted land uses; establishing certain requirements for land acquired; establishing general regulations, controls, and restrictions; establishing standards for review development or rehabilitation plans; establishing procedures for amending the Plan; providing for the term of the Plan; approving certain attachments and exhibits to the Plan; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The basic goals for the Fairfield Urban Renewal Plan are to:

- (1) promote environmentally responsible industrial development in the Project Area and provide employment opportunities for City residents;
- (2) facilitate redevelopment of vacant or underutilized land for industrial and business use;
- (3) acquire certain properties within the Project Area in order to assemble redevelopment parcels and to provide standards and controls for their redevelopment;
- (4) remove blighting influences or uses and discourage development in substantial non-compliance with the provisions of this Plan;

- (5) assure consistent development with existing industrial and maritime activity in the Project Area by requiring that all plans for new development, exterior rehabilitation, or demolition be reviewed and approved as conforming with the objectives of this Plan;
- (6) establish a positive and identifiable image for the Project Area to encourage private investment and to protect and ensure the stability of property values; and
- (7) maximize employment retention and expansion.

In accordance with the provisions of Article 13 of the Baltimore City Code and the goals set out in this Ordinance, the Fairfield area has been found to be in need of undertakings and activities to ensure environmentally responsible development that will encourage further business development and foster a positive relationship with local communities.

The area known as Fairfield would benefit by the exercise of the functions and powers vested in the Department of Housing and Community Development.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the area known as Fairfield, more particularly described in Section 2, is established.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for the Fairfield Urban Renewal Area is adopted to read as follows:

Urban Renewal Plan Fairfield

A. Project Description

1. Boundary Description

Beginning at the intersection of Hanover Street and Frankfurst Avenue and excluding the 36.94 acre property facing this intersection and known as Lot 1, Block7042; thence running in a northerly direction to the mean high water line of the Patapsco River; thence running in an easterly direction and binding to the federal waterway line – bulkhead line around the perimeter of the Fairfield peninsula to Stonehouse Cove; thence following the centerline of Stonehouse Cove in a northerly direction to the intersection with Patapsco Avenue and Andard Avenue extended to its intersection with East Patapsco Avenue; thence binding in a northwesterly direction to the eastern most boundary of W25, S8, B7274-A, Lot 1; thence running along existing westerly boundary of rail right-of-way line to the intersection with the centerline of Chesapeake Avenue; thence running in a westerly direction to the intersection of Hanover Street and Chesapeake Avenue; thence running in a northerly direction along the centerline of Hanover Street to the point of beginning.

2. Fairfield Ecological Business Park

The objective of the business park is to create a business environment that attracts and retains environmentally responsible companies. This will help to enhance area property values, protect neighboring businesses and communities, and avoid business practices that could present environmental liabilities, ecological damages, or public health risks. Environmentally responsible development will encourage further business development and foster a positive relationship with local communities.

There are a variety of ways a business can demonstrate environmental responsibility and stewardship. Attachment A describes 5 categories, the Five E's, that include examples of these activities. These categories have no formal regulatory purpose; they are provided as guidelines. Businesses that operate in accordance with these activities have or will have shown themselves by their actions to be environmentally responsible organizations.

B. Urban Renewal Objectives and Goals

The objectives of the Fairfield Urban Renewal Plan (referred to as "Plan"), as determined by the Mayor and City Council of Baltimore (referred to as "City"), acting by and through the Department of Housing and Community Development (referred to as "Department"), and the Commissioner (referred to as "Commissioner") are as follows:

1. to promote environmentally responsible industrial business development in the Project Area and provide employment opportunities for City residents.
2. to facilitate redevelopment of vacant or underutilized land for industrial/ business use.
3. to acquire certain properties within the Project Area in order to assemble redevelopment parcels and to provide standards and controls for their redevelopment.
4. to remove blighting influences or uses and discourage development in substantial non-compliance with the provisions of this Plan and to discourage and remedy the existing problems associated with illegal dumping in the Project Area.
5. to assure consistent development with existing industrial business in the Project Area by requiring that all plans for new development, exterior rehabilitation or demolition be reviewed and approved as conforming with the objectives of this Plan.
6. to establish a positive and identifiable image for the Project Area to encourage private investment and to protect property values.
7. to maximize employment retention and expansion.

C. Land Use Plan

1. Permitted Land Uses

Only the use categories shown on the Land Use Plan, Exhibit A, are permitted within the Project Area. These are General Industrial and Heavy Industrial. Accessory uses (uses incidental and subordinate to and serving the principal use) including landscaping, off-street parking, and loading are permitted. In addition, present nonconforming and noncomplying uses will be permitted to continue, subject to the provisions of C.1.c. and C.1.d.

a. General Industrial

In the area designated as "General Industrial" on the Land Use Plan, uses include those allowed under the underlying zoning classifications of the Zoning Code of Baltimore City, except for the following uses:

Prohibited Uses – General Industrial:

- Amusement devices in combination with certain other uses – no more than 5

- Animal facilities, as follows:
 - (i) Dog or cat kennels: private, operated and maintained in conformance with the Health Code of Baltimore City
 - (ii) Facilities that house pets and wild animals, as permitted under the Health Code of Baltimore City
- Animal hospitals
- Athletic fields
- Atomic reactors
- Auction rooms
- Auditoriums
- Catering establishments, food
- Clinics: medical and dental
- Community correction centers
- Day care nurseries and nursery schools
- Heliports
- Helistops
- Hotels and motels
- Lumber yards
- Machines, business and office, new and used: sales, rental and service
- Marine terminals: passenger
- Massage therapists' offices
- Milk and dairy products: processing and distribution
- Motor vehicle rental establishments
- Penal and correctional institutions
- Public utility services and transportation uses, as follows:
 - Antenna towers, microwave relay towers, and similar installations for communications transmission or receiving (except as a conditional use with Board approval)
 - Bus and transit passenger stations and terminals
- Recreation buildings and community centers
- Stables for horses
- Substance abuse treatment centers
- Taverns – but not including live entertainment or dancing
- Taverns – including live entertainment and dancing
- Undertaking establishments and funeral parlors
- Vending machines for retail sale of ice and milk
- Waste disposal (including garbage) for land fill and land reclamation

b. Heavy Industrial

In the area designated “Heavy Industrial” on the Land Use Plan, uses include those permitted under the underlying zoning classification of the Zoning Code of Baltimore City. In addition to the prohibited uses cited in the previous section under General Industrial, the following uses are prohibited:

Prohibited Uses – Heavy Industrial:

- Abattoirs
- Arsenals
- Automobile dismantling or scrapping
- Explosives: manufacturing and storage
- Motor vehicle rental establishments

- Public utility services and transportation uses, as follows:
 - Antenna towers, microwave relay towers, and similar installations for communications transmission or receiving (except as a conditional use with Board approval)
 - Bus and transit passenger stations and terminals

c. Nonconforming

A nonconforming use is any lawfully existing use of a building or other structure, or of land, which does not conform to the applicable use regulations of the district in which it is located according to Title 13 of the Zoning Code. Nonconforming uses are permitted to continue, subject to the provisions of Title 13, titled "Nonconformance".

d. Noncomplying

A noncomplying structure, as set forth in Title 13 of the Zoning Code, is any lawfully existing structure, which does not comply with the bulk regulations of the zoning district in which it is located. These noncomplying structures are permitted to continue, subject to the provisions of Title 13.

In addition, a noncomplying use, when that term is used, is any lawfully existing use of a building or other structure, or of land, which does not comply with the land use regulations of this Plan. These noncomplying uses are permitted to continue on that entire parcel of land, whether present or future, for an indefinite period of time, except that:

- (1) any noncomplying land use, which is discontinued for a period exceeding 12 months, may not be reestablished; and
- (2) no noncomplying land use may be changed to any other noncomplying land use.

e. Planned Unit Development

If a Planned Unit Development (PUD) is approved by the Mayor and City Council, that PUD becomes the controlling land use document. If there are conflicts between the PUD and this Plan, the PUD governs.

D. Techniques Used to Achieve Plan Objectives

1. Acquisition of Property

Properties designated for acquisition on Exhibit B (including parts of them or interests in them) may be acquired by purchase or condemnation. Excluded from acquisition by condemnation are those properties designated for acquisition on Exhibit B, which are zoned and occupied exclusively for residential use.

It may be necessary to acquire by purchase for urban renewal purposes, the fee simple interest or any lesser interest in and to the properties or portions of them in the Project Area not specifically designated in this Plan as may be deemed necessary and proper by the Commissioner to effect the proper implementation of this Plan. This may include:

- a. Any property in the Project Area containing a non-salvageable structure, i.e., a structure that, in the opinion of the Commissioner, cannot be economically rehabilitated.

- b. Any privately owned structure in the Project Area, which the owner intends to rehabilitate or demolish in a manner not in substantial conformity with the objectives of this Plan.
- c. Any property, the owner of which is unable or unwilling to comply or conform to the property rehabilitation standards set forth in this Plan within 12 months from the date of written notice of the required improvements. The Department, after due consideration that the property owner has failed to achieve substantial conformity with the property rehabilitation standards, may acquire that property pursuant to the Eminent Domain Law of this State as if the property had originally been planned for acquisition after 90 days' written notice to the owner. The Department reserves the right to acquire any such noncomplying property for a period of 2 years from the date of the written notice by the Department.

2. Other Remedies for Noncompliance

In addition to and not in place of the remedy of acquisition by purchase or condemnation of noncomplying properties, the Department may correct code violations and place a lien against the property in accordance with the provisions of Section 303 of the Housing Code of Baltimore City.

3. Actions to be followed by the Department on Acquisition of Properties

- a. Rehabilitate the property in conformance with the codes and ordinances of Baltimore City and the General Regulations, Controls, and Restrictions set forth in this Plan and dispose of property in accordance with applicable regulations. If sale cannot be consummated by the time rehabilitation is accomplished, the property may be rented pending continuing sale efforts; or
- b. Sell or lease the property subject to rehabilitation or maintenance in conformance with the codes and ordinances of Baltimore City and the General Regulations, Controls, and Restrictions set forth in this Plan; or
- c. Demolish the structure or structures on the property and dispose of the land for redevelopment uses in accordance with this Plan; or
- d. Devote the property or structures to a public use consistent with this Plan.

4. Relocation

- a. The Department assures that before individuals or families are displaced from their dwelling units due to the requirements of this Plan, standard housing within the displacees' financial means shall be provided.
- b. The Department assures that before firms or individual businesses are displaced from their present location of operation due to the requirements of this Plan, standard commercial structures within the displacees' financial means, in or near the Project Area, may be identified. Businesses displaced because of the requirements of this Plan may be given favorable consideration, but not necessarily priority, by the Department in the review of commercial and industrial redevelopment proposals for properties within the communities of Brooklyn or Curtis Bay over which the Department has direct control.

5. Public Improvements

It is the intent of this Plan to provide public improvements within public areas to enhance and to complement and encourage private renovation. These improvements may include, but are not be

limited to, street and utility improvements, public pedestrian walkways, lighting, landscaping, and signage.

6. Strict Enforcement

Strict enforcement of littering and illegal dumping will be conducted within the Project Area. To that end, for any offense committed within the Project Area that is subject to an environmental citation under Article 1, § 40-14 of the Baltimore City Code, the basic pre-payable fine specified in Article 1, ~~§ 41-14(e)~~ 40-14(e)(4){Article 23. Sanitation} and 40-14(e)(7)(Title 7:Waste Control) of the Baltimore City Code, is doubled. The amount of doubled fines may not exceed \$1000 for each separate offense.

E. Provisions Applicable to all Land to be Acquired

Over and above the codes and ordinances of Baltimore City, the following regulations, controls, and restrictions will be implemented where applicable by covenants or other provisions in the agreements for land disposition and instruments of conveyance executed pursuant to them.

1. Land and property interest now owned or to be acquired by the City within the Project Area will be disposed of by sale, lease, conveyance, transfer or other means available to the City, in accordance with Exhibit B, "Property Acquisition," Exhibit C, "Land Disposition," and the other provisions of this Plan.
2. The properties shown as available for disposition on Exhibit C are schematic and approximate, and the Department has the right, in its discretion, to fix their precise boundaries and size. The Department also has the right, in order to facilitate the most advantageous development of the Project Area, to subdivide or combine the disposition lots.
3. The Redeveloper will not enter into, execute, or be a party to any covenant, agreement, lease, deed, or assignment, which restricts the sale, lease, use or occupancy of the property, or any part of it, or any improvements placed on it, on the basis of national origin, race, religion, sex, or color. The agreement or covenant providing for this nondiscrimination provision remains in effect without limitation as to time, and the United States is deemed a beneficiary of the agreement or covenant providing for this nondiscrimination provision and is entitled to enforce it. The Redeveloper must comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation.
4. Disposition Lot Controls

In addition to the requirement for review of all plans for new construction and rehabilitation, as required by Section F.4. of this Plan, the following disposition lot controls apply to the disposition lots identified on Exhibit C.

<u>Disposition Lot</u>	<u>Current Land Use</u>	<u>Proposed Development</u>	<u>Zoning</u>
1	Industrial	Redevelopment for industrial use	M-3
2	Industrial	Redevelopment for industrial use	M-3
3	Industrial	Redevelopment for industrial use	M-3
4	Industrial	Redevelopment for industrial use	M-3

5	Industrial	Redevelopment for industrial use	M-3
6	Industrial	Redevelopment for industrial use	M-3
7	Industrial	Redevelopment for industrial use	M-3

F. General Regulations, Controls, and Restrictions

1. Applicability

The following controls apply to all new construction and, where appropriate, to the rehabilitation of existing structures within the Project Area. Substantial compliance with them is a condition preceding the issuance of a building permit.

2. General Controls

a. Designation of Heavy Industrial

It is the intent of this Plan to maintain and enhance the peninsula as an industrial and port-related employment area and to protect it from the influences of non-industrial and incompatible uses. This Plan designates 2 sub-areas within the Project Area (General Industrial and Heavy Industrial), as shown on Exhibit A.

Fugitive Particulate Matter Emissions: In the General Industrial, a condition of issuance for a building and occupancy permit requires that the proposed business control fugitive particulate matter emissions that may result from:

- Unpaved roads or parking lots
- Grading activities
- Demolition activities
- Open aggregate piles consisting of material finer than 200 mesh size equal to or greater than 1% by weight, as determined by the American Association of State Highway and Transportation Officials Test Method T27-74 or equivalent procedures acceptable to the Department of Public Works
- Outdoor conveying, transfer, and transportation of aggregate material
- Material handling operations such as crushing, grinding, screening, and mixing.

The proposed business must submit for approval by the Department a plan proposing appropriate fugitive particulate matter control measures, which may include, but are not limited to:

- Paving unpaved roads or parking lots
- Spraying with water, the frequency of application shall be on an as-needed basis
- Application of suitable and effective dust suppressants on an as-needed basis
- Enclosing the operation or the facility
- Exhausting the emissions to particulate control equipment
- Acceptable equivalent alternate measures.

A business will be in compliance with this section if it submits a copy of its documentation from the appropriate local, state, and federal authorities that attests to the approval of its fugitive particulate matter control measures that comport with mandates of the applicable federal, state, and local laws.

(1) General Industrial (as shown on Exhibit A)

It is the intent of this Plan to maintain and enhance the General Industrial area primarily as a port-related, industrial, and service employment area and to protect many of the current uses in the sub-area that are sensitive to the effects of particulate pollutants. Uses that generate emissions or fugitive dust that would result in particulate deposition in the General Industrial area are prohibited or subject to conditions described in ~~Section F.2.a~~ this section.

(2) Heavy Industrial (as shown on Exhibit A)

It is the intent of this Plan to maintain and enhance Heavy Industrial as a heavy industrial area.

b. Bulk Regulations

All uses must comply with the Bulk Regulations for the M-3 Industrial District as contained in Title 7 of the Zoning Code of Baltimore City, which states that the maximum floor area ratio shall not exceed 6.0.

c. Architectural Guidelines

The architectural guidelines are intended to produce a contemporary character, integrated into the mix of existing structures, and to establish an identity for the area. All proposed new construction or major rehabilitation of structures is encouraged to incorporate these guidelines. The following are recommended guidelines for principal and accessory structures:

- (1) Siting and Massing – The most highly visible and publicly accessible portions of the site, such as offices and reception areas, should be accented.
- (2) Materials – Exterior building materials, such as brick, masonry stone, metal, and glass, should support the character of the Project Area and withstand natural elements without excessive discoloration or fading. The use of corrugated metal, plastic, and cinder block is discouraged.
- (3) Roofs – Repetitive modular roof forms that give a distinctive skyline to the Project Area are encouraged, including parapet walls, where necessary, to screen mechanical equipment from public view.
- (4) Windows – The use of fenestration to break down the scale of large buildings is encouraged.

d. Landscaping and Screening

The intent of the landscape regulations is to provide green space to soften the environment in the Project Area, enhance the appearance of site and building entrances, and screen or buffer specific uses and activities. The following landscape requirements apply throughout the Project Area, unless complete site coverage is required pursuant to a federal-or-state-approved remedial action plan:

- (1) All parking, loading, and service areas must be buffered from a public right-of-way by landscaping, berms, or fencing combined with landscaping. The buffer area must be a minimum 10-foot wide area, and any fencing must be a maximum of 6 feet high. Material for fencing should be black vinyl or other appropriate material. A minimum of 1 tree must be provided per 40 linear feet of dedicated public roadway. The remainder of the buffer area

must be covered with shrubs, groundcover, grass, or other approved landscape treatment. The planting areas must be protected by curbing or wheel stops. The landscaping must not obscure sight distance at points of access and intersections.

(2) Principal site and building entrances must be accentuated with landscaping.

e. Open Air Storage

Existing open-air storage of all materials, equipment, and merchandise must be appropriately screened within 5 years of adoption of this Plan. Open-air storage of equipment, merchandise, and materials is prohibited, except as specifically authorized in writing by the Department. Screening of open outdoor storage areas must be done to minimize the visibility from the public way. A minimum 6-foot fence and/or landscaping must be provided.

f. Loading and Servicing

Loading docks will be provided and maintained in accordance with the Building Code of Baltimore City. No exterior loading dock may be located facing a public right-of-way; if it is not feasible to do this, appropriate screening is required, as described in Section F.2.d (1). All loading and servicing must be accommodated entirely within the lot lines. Any legally operating business as of the date of adoption of this Renewal Plan will be exempt from this provision.

g. Signs

Signs must be permitted and maintained in accordance with the provisions contained in Title 11 of the Zoning Code of Baltimore City. No more than 2 signs are allowed for each business. Location of the 2 permitted signs is generally limited to the building façade and at the primary entrance drive to the building. Buildings located on corner sites are allowed to have an additional façade sign on the façade facing the side road.

- (1) The sign on the primary drive must be a freestanding monument sign and may be located near the site entrance. The copy may identify the name of the business, type of business, logo, and the street address. The size of the sign may not exceed 8' x 4' or 32 square feet.
- (2) No sign may extend above the roofline or parapet wall of the building to which it is attached; no sign may project more than 12 inches from the building to which it is attached. Roof top signs, signs above the parapet of a building, or other outdoor advertising signs are not generally permitted. Moving or flashing signs are not permitted.
- (3) On-site directional signs (exit, parking, no parking, delivery, etc.) must relate to the signing system established for the building sign and the primary drive sign, i.e., similar materials, colors, and lettering. The size of sign may not exceed 1'-3" x 1'-8".
- (4) All signs not conforming to the above regulations must be removed by the property owner within 2 years from the date of enactment of this Plan.
- (5) Increases in area and height of general advertising signs (billboards) are prohibited.

h. Wireless Telecommunications Facilities, Communications Towers, and Antennae

Under the provisions of this Plan, these installations require approval by the Board of Municipal and Zoning Appeals (See Sections C.1.a. and C.1.b. All applications for permits must include an environmental assessment and environmental impact statement using the FCC format.

- (1) A tower operator/owner must allow other future wireless service companies, including public and quasi-public agencies, using functionally equivalent private equipment and wireless technology to co-locate antennae, equipment, and facilities on a telecommunications facility, unless specific technical constraints prohibit the co-location.
- (2) An applicant and other private wireless carriers must provide a mechanism for the construction and maintenance of shared facilities and infrastructure and must provide for equitable sharing of cost in accordance with industry standards.
- (3) Landscaping and screening guidelines must be followed as described in Section F.2.d.
- (4) If a communications tower or antennae remains unused for a period of 180 days, then the property owner or operator must dismantle and remove the communications tower. Removal must be completed 30 days after the expiration of the 180-day period.
- (5) On each 12-month anniversary of the communications tower's erection, the operator/owner must provide to the City's Building Code official a certificate attesting that the tower is structurally sound.

i. Parking

Off-street parking spaces must be provided in accordance with the provisions contained in Title 10 of the Zoning Code of Baltimore City, except that no parking spaces may be located within 10 feet of a front lot line or a side lot line adjoining a public right-of-way. All parking lots, access roads, and driveways must be paved with a dust-free surface.

j. Maximum Building Coverage; Minimum Open Space

The Floor Area Ratio (FAR) may not exceed 6.0. At least 20% of the lot area may be open space unless complete site coverage is required pursuant to a federal or state approved remedial action plan. All parking, circulation, loading, and service areas must be provided within the lot lines.

k. Waste Disposal

Facilities must be provided and maintained within structures for the storage and collection of refuse. No waste disposal facilities or containers may be visible from a public right-of-way. No waste or refuse may be permitted to remain outside of structures, except as permitted by the Baltimore City regulations regarding containers for garbage; the areas for these containers must be properly screened.

l. Compliance

Upon receiving a request in writing, the Commissioner, from time to time, may waive compliance with one or more of the foregoing general controls if it is determined by the Commissioner that the granting of the waiver would further the objectives of this Plan or enable compliance with a requirement of federal or state law. The waiver must be granted in writing.

3. Standards for Redevelopment and Rehabilitation

Property redevelopment and rehabilitation must comply with the codes and ordinances of the City of Baltimore, including the Critical Area Management Plan (CAMP), Designated Habitat Protection Areas, Maryland Department of the Environment's Brownfield's Voluntary Clean-Up Program, Forest Conservation, Marina Master Plan, and Stormwater Management.

a. Specific Requirements for Existing Material Recycling Facilities, Junkyards, and Scrap Yards

All existing material recycling uses are required to store and handle all materials within an enclosed building or effectively screen them from public view by a fence and landscaping within 2 years from the effective date of this Plan, unless that period of time is extended by the Commissioner. Thereafter, all work must be completed in accordance with the date of completion set forth in the notice from the Commissioner. However, the Commissioner may waive compliance with this requirement if the waiver is determined by the Commissioner not to adversely affect the objectives of this Plan. If the City and a property owner have entered into an agreement with respect to the rehabilitation of that owner's building(s), then compliance with this requirement is waived by the Commissioner, provided that the Commissioner determines that the waiver does not adversely affect the objectives of this Plan. Nothing in this requirement may be construed to permit any sign, construction, alteration, change, repair, use, or any other matter otherwise forbidden or restricted or controlled by any other public law.

b. Issuance of Building and Occupancy Permits

A proposed business must submit information requested under the Declaration of the 5 E's, to help achieve the goals and objectives of this Plan. Review of the Declaration will be coordinated by the Baltimore Development Corporation. Submission of the Declaration is a condition for the issuance of a building and occupancy permit by the Commissioner.

4. Review of Development

a. Department of Housing and Community Development

The Department specifically reserves the right to review and approve the plans and specifications for development or rehabilitation with respect to their conformance with the provisions of this Plan and in order to achieve harmonious development of the Project Area. The Department also reserves the right to refuse to approve any drawings, plans, or specifications that are not suitable or desirable, in its opinion, for aesthetic or functional reasons; and, in reviewing the drawings, plans and specifications, it has the right to take into consideration, but is not limited to, the suitability of the site plan, architectural treatment, building plans, elevations, materials and color, construction details, access, parking, loading, landscaping, identification, signs, exterior lighting, refuse collection details, streets, sidewalks, and the harmony of the plans with the surroundings.

The Department will fully utilize the City's Design Advisory Panel to work with developers in the achievement of high quality site, building, and landscape design.

b. Community Review

The Department of Housing and Community Development must submit to the Brooklyn and Curtis Bay Coalition, Inc., and the South Baltimore Community Advisory Panel, or its successors, for their review and comment on the form and content of all significant development proposals within the Fairfield Urban Renewal Area. Significant development proposals are those

that: propose new construction, propose substantial exterior renovation, propose changes to zoning districts or amendment to this Plan, or all proposed demolition of any structure except insignificant elements or additions. Information requested under the Declaration of the 5 E's shall also be provided for review by the community organizations.

These representative groups may advise the Department of their recommendations regarding the acceptability or priority of all plans and proposals. The written comments by the community organizations must be transmitted to the Department no later than 4 weeks after the proposals or plans have been submitted to the appropriate community organizations; otherwise, it is presumed that the proposals or plans are acceptable. Where public health and safety dictate, the Commissioner may issue permits without regard to these Community Review procedures. The Commissioner retains the final authority to approve or disapprove all plans and to grant or withhold development priorities, disposing of redevelopment land through procedures established by the Department.

G. Interpretation

In the event of any question regarding the meaning of these standards and controls or other provisions of this Plan, the Commissioner's interpretation is final and binding, as long as that interpretation is not unreasonable or arbitrary. Developers are required to acknowledge and agree to this rule.

Whenever a provision of this Plan refers to any part of the City Code or to any other law, the reference applies to any subsequent amendment of the law referred to, unless the referring provision expressly provides otherwise.

H. Street Reservation and Dedication

The City reserves to itself all of its right, title, and interest in and to the beds of all streets, alleys, avenues, or lanes mentioned and referred to, subject, however, to use in common as private ways, until the streets, alleys, avenues, and lanes are expressly dedicated to public use. All references to any street, alley, avenue, or lane are for purposes of description only and are not intended to dedicate them to public use, and any implied intent of dedication or dedication of the streets, alleys, avenues or lanes by reference to them is denied and revoked.

I. Term of Plan

This Plan, as it may be amended from time to time, remains in full force and effect for a period of 40 years from the date of original adoption of this Plan by ordinance of the Mayor and City Council of Baltimore.

J. Zoning

All appropriate provisions of the Zoning Code of Baltimore City apply to properties in the Project Area. Any change in the Zoning Code embodied in this Plan must be approved by ordinance in accordance with the procedural requirements of the Zoning Code and Article 66-B of the Annotated Code of Maryland, as amended.

K. Procedures for Changes in Approved Plan

The Department must submit to appropriate community associations representing the residents of the Project Area, Brooklyn, and Curtis Bay, including the South Baltimore Community Advisory Panel or its successors, all proposed amendments to this Plan no later than the time the proposed amendments are submitted to the Director of the Department of Planning by the Department.

The written comments and recommendations of these groups must be transmitted to the Department no later than 3 weeks after they have been submitted to the groups; otherwise, it is presumed the changes are satisfactory.

Prior to passage of any ordinance amending this Plan, a public hearing must be held and these groups must receive, at least 15 days prior to the hearing, written notice of the time and place of the hearing. With respect to any land in the Project Area previously disposed of by the City for use in accordance with this Plan, the then owner of the land, whose interests are materially affected by the changes, must receive, at least 10 days prior to the hearing, written notice of the time and place of the hearing and information as to where a copy of the proposed amendments may be inspected.

L. Separability

In the event it is judicially determined that any word, phrase, clause, sentence, paragraph, section or part in or of this Plan, or the application of it to any person or circumstances is invalid, the remaining provisions and the application of such provisions to other persons or circumstances is not affected, it being declared that the remaining provisions of this Plan without the word, phrase, clause, sentence, paragraph, section or part, or the application of it, so held invalid would have been adopted and approved.

M. Penalty for Noncompliance

Any person violating the provisions of this Plan is subject to a fine not exceeding \$500, and each day's violation constitutes a separate offense. This Plan may also be enforced by injunction.

Attachment A

The Five E's: Elements of a Good Neighbor

The Five E's rationale for a "good neighbor" policy is to establish guidelines that will help to protect area property values and ensure that neighboring businesses and communities are not subjected to business practices that could present environmental liabilities, ecological damage, or public health risks. Good business neighbors will ensure the aesthetic quality of the site, thus encouraging further business development. Finally, good neighbor business policies will foster a positive relationship with the local communities, allowing community businesses to prosper.

Activities or programs within the following 5 areas, known collectively as the Five E's, demonstrate an existing or emerging environmental ethic: (1) Environmental Achievement; (2) Environmental Leadership; (3) Environmental Management; (4) Environmental Community Outreach; and (5) Environmental Commitment.

There are a variety of ways a business can demonstrate an existing or emerging environmental ethic within each area. Among these 5 areas, no one area is any more important than another in defining an emerging or existing environmental ethic. **Environmental responsibility can be indicated by one or more of the following categories; businesses do not need to demonstrate all the attributes listed below to meet a criterion.**

(1) Demonstration of **Environmental Achievement**

Environmental achievement starts with compliance with local, state, and federal environmental regulations and can extend to performance that surpasses these requirements. Environmental achievement is comprised of a range of business activities that integrate environmental thinking into traditional

business functions, such as planning, research, marketing, purchasing, process controls, and maintenance. A business does not need to demonstrate all the attributes listed below to meet this criterion.

Examples of Environmental Achievement activities could include:

- Resource Efficiency
- Environmental Compliance
- Plans/Schedule to Achieve Compliance including turnaround environmental performers
- State-of-the-Art Processes and Controls
- Product Stewardship
- Emergency Preparedness/Prevention
- Research and Development.

(2) Demonstration of **Environmental Leadership**

Environmental leadership entails striving for superior environmental performance within one's plant/division. A business does not need to demonstrate all the attributes listed below to meet this criterion.

Examples of Environmental Leadership activities could include:

- Mentoring/Recruitment
- Recognition of Environmental Leadership
- Procurement
- Product Line.

(3) Demonstration of **Environmental Management**

Environmental management is a combination of organizational structures and policies that help integrate environmental responsibility into the culture of the company. Environmental management structures and policies demonstrate that environmental performance is an accepted part of a business and the responsibility of all employees. A business does not need to demonstrate all the attributes listed below to meet this criterion.

Examples of Environmental Management activities could include:

- Environmental Policy, Planning, or Implementation
- Audit/Corrective Action
- Management Review
- Incentives.

(4) Demonstration of **Environmental Community Outreach**

Being a part of a community involves interacting with neighboring property owners and giving back to the community of which the business is a part. Environmental community outreach helps to build relationships among community residents and neighboring businesses by opening and maintaining lines of communication. In addition to sharing information and views, environmental community outreach may also incorporate sharing resources (e.g., time and money) to enhance the quality of life in the community. A business does not need to demonstrate all the attributes listed below to meet this criterion.

Examples of Environmental Community Outreach activities could include:

- Community Investment

- Environmental Education/Outreach
- Public Access to Information
- Public Dialogue.

(5) Demonstration of **Environmental Commitment**

An environmental ethic continually evolves as a business changes over time. Therefore, a business should not only be able to demonstrate its environmental ethic through current achievements, leadership, management, and community outreach, but also through a commitment to pursue and embrace this ethic in the future. A business does not need to demonstrate all the attributes listed below to meet this criterion.

Examples of Environmental Commitment activities could include:

- Can the business provide documentation to supports its: Environmental Achievement; Environmental Leadership; Environmental Management; and Environmental Community Outreach?
- Is the business willing to share this supporting documentation with the City?
- Will the business's management be willing to pledge to the accuracy of this supporting documentation?
- Will the business's management be willing to pledge to maintain and improve the business's environmental ethic within the 5 areas?
- Is the business willing to share this pledge with the community?
- Is the business willing to share this pledge and promote the goals and vision of the Fairfield Ecological Business Park with other businesses?

Attachment B

Declaration of the Five E's: Elements of a Good Neighbor

Activities or programs within the following 5 areas, known collectively as the Five E's, demonstrate an existing or emerging environmental ethic: (1) Environmental Achievement; (2) Environmental Leadership; (3) Environmental Management; (4) Environmental Community Outreach; and (5) Environmental Commitment.

The Five E's rationale for a "good neighbor" policy is to establish guidelines that will help to protect area property values and to avoid business practices that could present environmental liabilities, ecological damage, or public health risks. A proposed business must use the following checklist as guidance in demonstrating its environmental ethic. The written response/declaration will be reviewed during the community review process and prior to issuance of an operating permit.

Background information - Assessment of potential impact.

- A. Do/will you discharge wastewater under a National Pollutant Discharge Elimination System (NPDES) permit?
- B. Do/will you discharge wastewater to a Publicly Owned Treatment Works (POTW) under a pretreatment permit?
- C. Does/will your operation have air emissions under permit by Maryland Department of the Environment (MDE)/ Environmental Protection Agency (EPA)
- D. Do/will you generate hazardous waste; treat hazardous waste on-site; store hazardous waste on-site for more than 90 days; dispose hazardous waste onsite; reclaim hazardous waste on-site?

- E. Do/will you manage hazardous materials onsite (e.g., raw materials or supplies)? are or will your products or intermediate products be hazardous materials?

Provide a list of all federal, state, and local environmental permits required for your business.

Provide a copy of your Toxic Release Inventory (TRI) report (if the facility is a new operation in the urban renewal area, provide projections of anticipated releases).

Note: (In regard to providing information addressing the following 5-E's, if you are moving an existing operation/facility to the urban renewal area, provide information on that facility; if it is a new operation, provide information for the business organization under which this facility will be managed).

(1) Demonstration of **Environmental Achievement**

Has your facility/organization received Notices of Violation (NOVs) in the last 3 years? List NOVs. What management activities have you taken to eliminate NOVs for your facility/operations? Are there positive trends in NOV issuance that you can describe here?

Are your organization's environmental goals focused on (select all as appropriate):

- (1) Reacting to issues
- (2) Emergency preparedness
- (3) Compliance only
- (4) Emergency prevention, goal of no spills, or non-permitted releases
- (5) Pollution prevention
- (6) Energy efficiency
- (7) Resource reduction
- (8) Affirmative procurement
- (9) Product Life Cycle Analysis (Design of the Environment) for minimizing environmental impacts
- (10) Sustainability (please describe)
- (11) Other (Please describe, may be several other)?

What activities has your facility/organization taken to improve environmental performance in the last 3 years (e.g., improvements to processes and control, elimination of waste/emissions/discharge or hazardous material)?

(2) Demonstration of **Environmental Leadership**

Is your product line designed and engineered for minimal impact on the environment (by including life cycle analysis, waste management/pollution prevention initiatives, etc.)?

Do you utilize recycled materials or products in your operations? (Please describe)

Does your company require suppliers to meet environmental performance improvements standards? (Please describe)

Has your organization been recognized for environmental leadership by the U.S. EPA, state agencies, or non-governmental organizations? (Please describe)

Does your company participate in "Green" (environmentally-oriented) initiatives at the local, state, national, or international level? (Please describe)

Does your company mentor other companies (e.g., suppliers, neighbors) in environmental responsibility activities? (Please describe)

(3) Demonstration of **Environmental Management**

Please provide information regarding certification (i.e. International Organization of Standards ISO 9000, ISO 14000, etc.)

Is/will your operation be ISO 14001 certified? (yes/no)
(If yes skip the remainder of the questions for Part 3.)

Will you commit to achieving ISO certification for this facility? (yes/no) (Describe efforts) **(If yes, skip the remainder of the questions for Part 3).**

Do you have a non-ISO 14001 Environmental Management System (EMS) in place? (yes/no)? (if yes, describe). Indicate what components of and EMS are in place (select all as appropriate):

- A. Environmental Policy or Environmental Health and Safety Policy (attach a copy (may be used publicly))
- B. Environmental Planning and Goal setting
- C. Environmental Roles and Responsibilities assigned and documented
- D. Environmental Management Communication Plan
- E. Environmental Awareness Program for all employees
- F. Environmental Management Document Control System
- G. Emergency Preparedness Program
- H. Audit program
- I. Deficiencies/Corrective Action Tracking System
- J. Management Reporting
- K. Environmental Performance Programs
 - (1) Water Releases
 - (2) Air Releases
 - (3) Water Minimization
 - (4) Energy Efficiency
 - (5) Solid Waste
 - (6) Hazardous Waste
 - (7) Hazardous Materials
 - (8) Pollution Prevention
 - (9) Remediation/Corrective Action
 - (10) Industrial Hygiene/Indoor air/other Occupational Health.

(4) Demonstration of **Environmental Community Outreach**

Does your company currently participate as a member of a local neighborhood group or participate in providing community environmental education?

Has your facility/company made investments in the local community to assist or educate in environmental performance/enhancements?

Are you a member of, or would you commit to being a member of, the South Baltimore Community Advisory Panel (CAP)? The CAP (non-profit, volunteer entity) is a panel that serves as a forum for open discussion between business representatives, public agencies, and local communities in southern Baltimore City and

north Anne Arundel County. The objective of the panel is to provide a mechanism for discussion and education of the issues of concern for plant operations and communities.

(5) Demonstration of **Environmental Commitment**

Is your organization committed to continually improving environmental performance and addressing significant impacts to the environment, to the local residents and businesses, and to greater Baltimore's residents, businesses, and environment?

By signing this declaration, the company is willing to share this pledge with the community and promote the goals and vision of the Fairfield Ecological Business Park with other businesses and communities. The declaration will be provided at the time of application for a building and occupancy permit.

SECTION 3. AND BE IT FURTHER ORDAINED, That it is necessary to acquire, by purchase or condemnation, for urban renewal purposes, the fee simple interest or any lesser interest in and to the following properties or portions of them, together with all right, title, interest and estate that the owner or owners of the property interests may have in all streets, alleys, ways or lanes, public or private, both abutting the whole area described or contained within the perimeter of the area, situate in Baltimore City, Maryland, and described as follows:

1500 Brady Avenue
1502 Brady Avenue
1503 Brady Avenue
1504 Brady Avenue
1505 Brady Avenue
1506 Brady Avenue
1508 Brady Avenue
1515 Brady Avenue
1516 Brady Avenue
1518 Brady Avenue
1520 Brady Avenue
1521 Brady Avenue
1522 Brady Avenue
1606 Brady Avenue
1607 Brady Avenue
1610 Brady Avenue
1700 Brady Avenue
1702 Brady Avenue
1704 Brady Avenue
1706 Brady Avenue
1708 Brady Avenue
1710 Brady Avenue
1712 Brady Avenue
1714-16 Brady Avenue
1726 Brady Avenue
1728 Brady Avenue
1730-34 Brady Avenue
1736 Brady Avenue
1738 Brady Avenue
1751 Brady Avenue
1753 Brady Avenue
SS Brady Av 170 ft E of Sun St
SS Brady Av 110 ft E of Sun St

SS Brady Av 80 ft E of Sun St
SS Brady Av 220 ft E of Sun St
NS Brady Av 50 ft W of Fairfield Rd

~~1607-11 Carbon Avenue~~

1500-02 Chesapeake Avenue
1504 Chesapeake Avenue
1506 Chesapeake Avenue
1508-10 Chesapeake Avenue
1512-14 Chesapeake Avenue
1518 Chesapeake Avenue
1520 Chesapeake Avenue
1524 Chesapeake Avenue
1526 Chesapeake Avenue
1528 Chesapeake Avenue
1530 Chesapeake Avenue
1534-38 Chesapeake Avenue
1600 Chesapeake Avenue
1604 Chesapeake Avenue
1606 Chesapeake Avenue
1612 Chesapeake Avenue
1628-34 Chesapeake Avenue
1702 Chesapeake Avenue
1710-14 Chesapeake Avenue
~~1901 Chesapeake Avenue~~
SS 20 ft Alley 1st N of Chesapeake Av Rear
NS Chesapeake Av 67 ft E of Tate St

~~3205 Fairfield Road~~
~~3206 Fairfield Road~~
~~3207 Fairfield Road~~
~~3209 Fairfield Road~~
~~3210 Fairfield Road~~
~~3211 Fairfield Road~~
3213 Fairfield Road
3214 Fairfield Road
3215 Fairfield Road
3217-19 Fairfield Road
3218 Fairfield Road
3220 Fairfield Road
3222 Fairfield Road
3304-06 Fairfield Road
3305 Fairfield Road
3307 Fairfield Road
3308-10 Fairfield Road
3309 Fairfield Road
3312 Fairfield Road
3313 Fairfield Road
3314 Fairfield Road
3315 Fairfield Road
3316 Fairfield Road

3320 Fairfield Road
3322-24 Fairfield Road
3326-30 Fairfield Road
3332 Fairfield Road
3334 Fairfield Road
~~3410 Fairfield Road~~
3545 Fairfield Road
~~ES Fairfield Rd SEC Carbon Av~~
~~WS Fairfield Rd 360 ft N of Brady Av~~
ES Fairfield Rd 300 ft S of Carbon Av
ES Fairfield Rd SES Brady Av
ES Fairfield Rd 30 ft S of Brady Av
WS Fairfield Rd SWD Brady Av
WS Fairfield Rd 390 ft N of Chesapeake Av
ES 20 ft Alley 1st W of Fairfield Rd rear of 3308-10 Fairfield Rd

~~3204 Remley Street~~
3208 Remley Street
~~3212 Remley Street~~
~~3216 Remley Street~~
~~3218 Remley Street~~
~~3220 Remley Street~~
3300 Remley Street
3301 Remley Street
3306 Remley Street
3307 Remley Street
3308 Remley Street
3309 Remley Street
3310 Remley Street
3311 Remley Street
3314 Remley Street
3318 Remley Street
3320 Remley Street
3323-27 Remley Street
3324 Remley Street
3333 Remley Street
3335 Remley Street
~~WS Remley St SWS Carbon Av~~
WS of Remley St 90 ft N of Brady Av
WS Remley St 240 ft N of Chesapeake Av
ES 20 ft Alley 1st W of Remley St 90 ft S of Brady Av
ES Remley St 60 ft S of Brady Av
ES Remley St 150 ft S of Brady Av
ES Remley St 180 ft S of Brady Av
ES Remley St 210 ft S of Brady Av
ES Remley St 240 ft S of Brady Av
ES Remley St 270 ft S of Brady Av
ES Remley Av 360 ft S of Brady Av

3201 Sun Street
3205 Sun Street
3207 Sun Street
3209 Sun Street

3215 Sun Street
3223-25 Sun Street
3227 Sun Street
3315 Sun Street
3317 Sun Street
3319 Sun Street
3321 Sun Street
3325 Sun Street
3327 Sun Street
ES Sun St 212-10 ft S of Carbon Av
ES Sun St 242-10 ft S of Carbon Av

3202 Tate Street
3204 Tate Street
3206 Tate Street
3207 Tate Street
3208 Tate Street
3210 Tate Street
3213 Tate Street
3214 Tate Street
3215 Tate Street
3219 Tate Street
3223 Tate Street
3225 Tate Street
3301 Tate Street
3304-06 Tate Street
3305 Tate Street
3308 Tate Street
3310-12 Tate Street
3311 Tate Street
3314-16 Tate Street
3318-20 Tate Street
3322 Tate Street
3324 Tate Street
3326 Tate Street
ES Tate St SEC Carbon Av
ES Tate St 30 ft S of Carbon Av
ES Tate St 60 ft S of Carbon Av
ES Tate St 120 ft S of Carbon Av
ES Tate St 150 ft S of Carbon Av
WS Tate St SWC Carbon Av
WS Tate St 210 ft N of Brady Av
WS Tate St 180 ft N of Brady Av
WS Tate St 150 ft N of Brady Av
WS Tate St 120 ft N of Brady Av
WS Tate St 90 ft N of Brady Av
WS Tate St 60 ft N of Brady Av
WS Tate St 30 ft N of Brady Av
WS Tate St NWC Brady Av
ES Tate St 300 ft S of Brady Av
ES Tate St 240 ft S of Brady Av
WS Tate St SWC Brady Av

WS Tate St 390 ft N of Chesapeake Av
ES Tate St 210 ft S of Brady Av
ES Tate St 180 ft S of Brady Av
ES Tate St 120 ft S of Brady Av
ES Tate St 90 ft S of Brady Av

3300 Weedon Street
3306 Weedon Street
~~3320 Weedon Street~~
WS Weedon St 360 ft N of Chesapeake Av
WS Weedon St 270 ft N of Chesapeake Av
WS Weedon St 240 ft N of Chesapeake Av
WS Weedon St 210 ft N of Chesapeake Av
WS Weedon St 180 ft N of Chesapeake Av
WS Weedon St 150 ft N of Chesapeake Av

20' alley west of the 3200 block of Tate Street

20' alley north of 1500-22 Brady Avenue

3200 block of Tate Street between Carbon and Brady Avenues

3300 block of Tate Street between Brady and Chesapeake Avenues

20' alley east of the 3200 block of Tate Street

20' alley between the 1700 block of Carbon and Brady Avenues

10' alley north of 1700-16 Brady Avenue

20' alley between the 1500 block of Brady and Chesapeake Avenues

20' alley south of 1503-21 Brady Avenue

10' alley north of 1500-10 Chesapeake Avenue

20' alley between the 1600 block of Brady and Chesapeake Avenues

20' alley between the 1700 blocks of Brady and Chesapeake Avenues

SECTION 4. AND BE IT FURTHER ORDAINED, That Exhibit A, "Land Use Plan", Exhibit B, "Property Acquisition", Exhibit C, "Land Disposition", and Exhibit D, "Zoning Districts", all dated June 12, 2002, are approved.

SECTION 5. AND BE IT FURTHER ORDAINED, That if the Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 6. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 7. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails, and the other conflicting provision is repealed to the extent of the conflict.

SECTION 8. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-811
(Council Bill 1308)**

AN ORDINANCE CONCERNING

Acquisition of Property — Martin Luther King, Jr. Boulevard

FOR the purpose of authorizing the Mayor and City Council of Baltimore to acquire, by purchase or condemnation, the fee simple or other interests in certain property located along Martin Luther King, Jr. Boulevard at Linden Avenue, and needed for the opening, widening, grading, construction, and maintenance of Martin Luther King, Jr. Boulevard; and providing for a special effective date.

BY authority of
Article I - General Provisions
Section 4
and
Article II - General Powers
Sections 2 and 34
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That it is necessary to acquire, by purchase or by condemnation, for public highway purposes, namely for the opening, widening, grading, construction, and maintenance of Martin Luther King, Jr. Boulevard at Linden Avenue, the fee simple or other interests that the Director of Public Works considers needed or sufficient in the land and improvements located along Martin Luther King, Jr. Boulevard, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the southeast side of Martin Luther King Jr. Boulevard, 95 feet wide, and the west side of Linden Avenue, varying in width, and running thence binding on the west side of said Linden Avenue, Southerly 63.7 feet, more or less, to intersect the south side of Martin Luther King Jr. Boulevard, as realigned and widened to a varying width; thence binding on the south and southwest sides of last said Martin Luther King Jr. Boulevard, and reversely on the third and second lines of a parcel of land conveyed by Yong Kyu Park and Wife to Yong C. Kim and Wife by deed dated August 19, 1993 and recorded among the Land Records of Baltimore City in Liber

S.E.B. No. 3833, Folio 301 the two following courses and distances; namely, Westerly 23.0 feet, more or less, and Northwesterly 30.0 feet, more or less, to intersect the southeast side of said Martin Luther King Jr. Boulevard, mentioned firstly herein, and thence binding on the southeast side of said Martin Luther King Jr. Boulevard, mentioned firstly herein, Northeasterly 60.7 feet, more or less, to the place of beginning.

Containing 1633.0 square feet, more or less.

Beginning for Parcel No. 2 at a point formed by the intersection of the east side of Eutaw Street, 66 feet wide and the southeast side of Martin Luther King, Jr. Boulevard, 95 feet wide, and running thence binding on the southeast side of said Martin Luther King, Jr. Boulevard, Northeasterly 48.5 feet, more or less, to the beginning of the second line of the third parcel of land conveyed by Charles Lee Bradenbaugh to Maryland General Hospital Endowment Fund, Inc. by deed dated January 31, 1986 and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 802, Folio 260; thence binding on part of the second line of the third parcel of land described in said deed, Southeasterly 5.0 feet, more or less, to intersect the southeast side of Martin Luther King, Jr. Boulevard, as widened from its former width of 95 feet to a width of 100 feet; thence binding on the southeast side of last said Martin Luther King, Jr. Boulevard, Southwesterly 53.0 feet, more or less, to intersect the east side of said Eutaw Street, and thence binding on the east side of said Eutaw Street, Northerly 6.9 feet, more or less, to the place of beginning.

Containing 253.8 square feet of land, more or less.

Beginning for Parcel No. 3 at a point on the southeast side of Martin Luther King, Jr. Boulevard, 95 feet wide, distant 60.7 feet, more or less, measured along the southeast side of said Martin Luther King, Jr. Boulevard, from the west side of Linden Avenue, varying in width, said point of beginning being the end of the last line of the first parcel of land conveyed by Charles Lee Bradenbaugh to Maryland General Hospital Endowment Fund, Inc. by deed dated January 31, 1986 and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 802, Folio 260; thence binding reversely on part of the last line of the first parcel of land described in said deed, Southeasterly 9.0 feet, more or less, to intersect the southeast side of Martin Luther King, Jr. Boulevard, as realigned and widened to a varying width; thence binding on the southeast side of last said Martin Luther King, Jr. Boulevard, Southwesterly 18.0 feet, more or less, to intersect the second line of the first parcel of land described in said deed; thence binding reversely on part of the second line of the first parcel of land described in said deed, Northwesterly 8.0 feet, more or less, to intersect the southeast side of Martin Luther King, Jr. Boulevard, mentioned firstly herein, and thence binding on the southeast side of Martin Luther King, Jr. Boulevard, mentioned firstly herein, Northeasterly 18.0 feet, more or less, to the place of beginning.

Containing 153.4 square feet of land, more or less.

Beginning for Parcel No. 4 at a point on the southeast side of Martin Luther King, Jr. Boulevard, 95 feet wide, distant 48.5 feet, more or less, measured along the southeast side of said Martin Luther King, Jr. Boulevard, from the east side of Eutaw Street, 66 feet wide, and running thence binding on the southeast side of said Martin Luther King, Jr. Boulevard, Northeasterly 54.0 feet, more or less, to the last of the line of the first parcel of land conveyed by American National Savings Association, F.A. to Maryland General Hospital Inc. by deed dated March 23, 1993 and recorded among the Land Record of Baltimore City in Liber S.E.B. No. 3615, Folio 459, thence binding reversely on part of the last line of the first parcel of land described in said deed, Southeasterly 7.8 feet, more or less, to intersect the southeast side of Martin Luther King, Jr. Boulevard, as realigned and widened to a varying width; thence binding on the southeast side of last said Martin Luther King, Jr. Boulevard, Southwesterly 36.0 feet, more or less, to the southeast side of Martin Luther King, Jr. Boulevard, as widened to a width of 100 feet, from its former width of 95 feet; thence binding on the southeast side of last said Martin Luther King, Jr. Boulevard, Southwesterly 18.0 feet, more or less, to intersect the second line of the third parcel of land conveyed by Charles Lee

Bradenbaugh to Maryland General Hospital Endowment Fund, Inc. by deed dated January 31, 1986 and recorded among said Land Records in Liber S.E.B. No. 802, Folio 260 and thence binding reversely on part of the second line of the third parcel of land described in last said deed Northwesterly 5.0 feet more or less, to the place of beginning.

Containing 318.8 square feet of land, more or less.

As delineated on Plats 117-C-80 and 117-C-80A prepared by the Survey Control Section and filed on November 13, 2003 in the Office of the Department of Public Works.

Together with all right, title, interest, and estate that the owner of that property has in all streets, alleys, ways, or lanes, public or private, contained within or abutting the property.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Department of Real Estate, or any other person or agency that the Board of Estimates designates, may negotiate and acquire on behalf of the Mayor and City Council of Baltimore the fee simple or other interests in the land and improvements described in this Ordinance as needed or sufficient for the purposes described in this Ordinance. If the Department of Real Estate, or the person or agency otherwise designated by the Board of Estimates, is unable to agree with the owner on the purchase price for the property, it shall promptly notify the City Solicitor, who shall institute the necessary legal proceedings to acquire by condemnation the fee simple or other interests needed or sufficient for the purposes described in this Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That proceedings for the acquisition by condemnation of the property described in this Ordinance and all rights of all parties interested or affected shall be in accordance with Title 12 of the Real Property Article of the Maryland Code.

SECTION 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-812
(Council Bill 04-1372)**

AN ORDINANCE CONCERNING

Barclay Greenmount Historic District

FOR the purpose of designating the area located within certain boundaries as the Barclay Greenmount Historic District.

BY adding

Article 6 - Historical and Architectural Preservation
Section(s) 7-29
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 6. Historical and Architectural Preservation

Subtitle 7. Preservation Districts

§ 7-29. BARCLAY GREENMOUNT HISTORIC DISTRICT.

THE AREA LOCATED WITHIN THE FOLLOWING BOUNDARIES IS DECLARED TO BE THE BARCLAY GREENMOUNT HISTORIC DISTRICT.

BEGINNING FOR THE SAME AT THE POINT FORMED BY THE INTERSECTION OF THE CENTERLINE OF 22ND STREET AND THE CENTERLINE OF GREENMOUNT AVENUE, AND RUNNING THENCE BINDING ON THE CENTERLINE OF GREENMOUNT AVENUE, SOUTHERLY 123 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 441 THROUGH 451 E. 22ND STREET, IF PROJECTED EASTERLY; THENCE BINDING IN PART REVERSELY ON SAID LINE, SO PROJECTED, IN PART ON THE CENTERLINE OF SAID 10 FOOT ALLEY, AND IN ALL, WESTERLY 116 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 2120 THROUGH 2124 GREENMOUNT AVENUE; THENCE BINDING IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, IN PART ON THE LINE OF THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, IF PROJECTED SOUTHERLY, AND IN ALL, SOUTHERLY 60 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF 21 ½ STREET; THENCE BINDING ON THE CENTERLINE OF 21 ½ STREET, WESTERLY 220 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 2117 THROUGH 2121 BARCLAY STREET, IF PROJECTED SOUTHERLY; THENCE BINDING IN PART REVERSELY ON LAST SAID LINE, SO PROJECTED, IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, AND IN ALL, NORTHERLY 60 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 401 THROUGH 411 E. 22ND STREET; THENCE BINDING IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, IN PART ON THE LINE OF THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, IF PROJECTED WESTERLY, AND IN ALL, WESTERLY 123 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF BARCLAY STREET; THENCE BINDING ON THE CENTERLINE OF BARCLAY STREET, NORTHERLY 241 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 400 THROUGH 410 E. 22ND STREET, IF PROJECTED WESTERLY; THENCE BINDING IN PART REVERSELY ON LAST SAID LINE, SO PROJECTED, IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, AND IN ALL, EASTERLY 118 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 2201 THROUGH 2207 BARCLAY STREET; THENCE BINDING IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, IN PART ON THE LINE OF THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, IF PROJECTED NORTHERLY, AND IN ALL, NORTHERLY 71 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF 22 ½ STREET; THENCE BINDING ON THE CENTERLINE OF 22 ½ STREET, EASTERLY 232 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 2200 THROUGH 2206 GREENMOUNT AVENUE, IF PROJECTED NORTHERLY; THENCE BINDING IN PART REVERSELY ON LAST SAID LINE, SO PROJECTED, IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, AND IN ALL, SOUTHERLY 71 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF A 10 FOOT ALLEY LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 442 THROUGH 452 E. 22ND STREET; THENCE BINDING ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, EASTERLY 88 FEET, MORE OR LESS, TO INTERSECT THE WEST SIDE OF GREENMOUNT AVENUE; THENCE BY A STRAIGHT LINE CROSSING GREENMOUNT AVENUE, EASTERLY 76 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A 3 STORY STONE BUILDING KNOWN AS NO. 2209 GREENMOUNT AVENUE, THERE SITUATE; THENCE BINDING ON

THE SOUTH AND PART OF THE EAST SIDE OF SAID BUILDING, THE TWO FOLLOWING COURSES AND DISTANCES; NAMELY, EASTERLY 17 FEET, MORE OR LESS, AND NORTHERLY 6 FEET, MORE OR LESS; THENCE BY STRAIGHT LINES THROUGH THE PROPERTY NOW OR FORMERLY OWNED BY ST. ANNS ROMAN CATHOLIC CHURCH, THE TWO FOLLOWING COURSES AND DISTANCES; NAMELY, EASTERLY 78 FEET, MORE OR LESS, AND NORTHERLY 11 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 10 FOOT ALLEY, LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 530 THROUGH 544 E. 22ND STREET, IF PROJECTED WESTERLY; THENCE BINDING IN PART REVERSELY ON LAST SAID LINE, SO PROJECTED, IN PART ON THE CENTERLINE OF LAST SAID 10 FOOT ALLEY, AND IN ALL, EASTERLY 258 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF BOONE STREET; THENCE BINDING ON THE CENTERLINE OF BOONE STREET, SOUTHERLY 128 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF 22ND STREET, AND THENCE BINDING ON THE CENTERLINE OF 22ND STREET, WESTERLY 406 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-813
(Council Bill 04-1395)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Service and Housing Center –
358 East Monument Street and Former Bed of Buren Street**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a service and housing center on the property known as 358 East Monument Street and the former bed of Buren Street, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 7-308(3) and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a service and housing center on the property known as 358 East Monument Street and the former bed of Buren Street, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 7-308(3) and 14-102, subject to the ~~condition that the~~ following conditions:

1. The service and housing center project requires Final Design Approval by the Planning Commission. Final Design Approval must include the Site Plan, Architectural Building Elevations Drawings, and the Landscape Plan.
2. The service and housing center ~~complies~~ must comply with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-814
(Council Bill 04-1400)**

AN ORDINANCE CONCERNING

Baltimore City Landmark List — Schwing Motor Company Building

FOR the purpose of designating the Schwing Motor Company Building, 3324 Keswick Road, as a historical landmark.

BY adding

Article 6 - Historical and Architectural Preservation
Section(s) 12-14
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 6. Historical and Architectural Preservation

Subtitle 12. Landmark List - 2000s

§ 12-14. SCHWING MOTOR COMPANY BUILDING.

SCHWING MOTOR COMPANY BUILDING, 3324 KESWICK ROAD.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-815
(Council Bill 04-1401)**

AN ORDINANCE CONCERNING

Auchentoroly Terrace Historic District

FOR the purpose of designating the area located within certain boundaries as the Auchentoroly Terrace Historic District.

BY adding

Article 6 - Historical and Architectural Preservation
Section(s) 7-29
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 6. Historical and Architectural Preservation

Subtitle 7. Preservation Districts

§ 7-29. AUCHENTOROLY TERRACE HISTORIC DISTRICT.

THE AREA LOCATED WITHIN THE FOLLOWING BOUNDARIES IS DECLARED TO BE THE AUCHENTOROLY TERRACE HISTORIC DISTRICT.

BEGINNING FOR THE SAME AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHWEST SIDE OF AUCHENTOROLY TERRACE AND THE SOUTHEAST OUTLINE OF THE PROPERTY KNOWN AS NO. 2001 LIBERTY HEIGHTS AVENUE, AND RUNNING THENCE BINDING ON THE SOUTHWEST SIDE OF AUCHENTOROLY TERRACE, SOUTHEASTERLY 1547 FEET, MORE OR LESS, CROSSING GWYNN'S FALLS PARKWAY, BRYANT AVENUE, WHITTIER AVENUE AND OREM AVENUE, TO INTERSECT THE

NORTHWEST OUTLINE OF THE PROPERTY KNOWN AS NO. 3024 AUCHENTOROLY TERRACE WEST; THENCE BINDING ON THE NORTHWEST OUTLINE OF SAID PROPERTY, NORTHEASTERLY 7 FEET, MORE OR LESS, TO INTERSECT THE SOUTHWEST SIDE OF SAID AUCHENTOROLY TERRACE WEST; THENCE BINDING ON THE SOUTHWEST SIDE OF AUCHENTOROLY TERRACE WEST, SOUTHEASTERLY 867 FEET, MORE OR LESS, CROSSING RUSKIN AVENUE, EDMONT AVENUE AND AVALON AVENUE TO INTERSECT THE CENTERLINE OF FULTON AVENUE; THENCE BINDING ON THE CENTERLINE OF FULTON AVENUE, SOUTHWESTERLY 86 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 10 FOOT ALLEY, LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 2700 THROUGH 3084 AUCHENTOROLY TERRACE WEST, IF PROJECTED SOUTHEASTERLY; THENCE BINDING IN PART REVERSELY ON SAID LINE, SO PROJECTED, IN PART ON THE CENTERLINE OF SAID 10 FOOT ALLEY, AND IN ALL, NORTHWESTERLY 905 FEET, MORE OR LESS, CROSSING AVALON AVENUE, EDMONT AVENUE AND RUSKIN AVENUE TO INTERSECT THE CENTERLINE OF OREM AVENUE; THENCE BINDING ON THE CENTERLINE OF OREM AVENUE, SOUTHWESTERLY 74 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE CENTERLINE OF A 20 FOOT ALLEY, LAID OUT IN THE REAR OF THE PROPERTIES KNOWN AS NOS. 3100 THROUGH 3454 AUCHENTOROLY TERRACE, IF PROJECTED NORTHWESTERLY; THENCE BINDING IN PART REVERSELY ON LAST SAID LINE SO PROJECTED, IN PART ON THE CENTERLINE OF SAID 20 FOOT ALLEY, NORTHWESTERLY 1479, MORE OR LESS, AND IN ALL, CROSSING WHITTIER AVENUE, BRYANT AVENUE AND GWYNNS FALL PARKWAY TO INTERSECT THE SOUTHEAST OUTLINE OF THE PROPERTY KNOWN AS NO. 2001 LIBERTY HEIGHTS AVENUE, AND THENCE BINDING ON THE SOUTHEAST OUTLINE OF NO. 2001 LIBERTY HEIGHTS AVENUE, NORTHEASTERLY 86 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-816
(Council Bill 04-1415)**

AN ORDINANCE CONCERNING

City Streets — Closing — Race Street and Clarkson Street

FOR the purpose of condemning and closing (1) Race Street, extending from Dickman Street northerly to Donaldson Avenue Street and (2) Clarkson Street, extending from Dickman Street northerly to Donaldson Street, as shown on Plat 347-A-65 in the Office of the Department of Public Works; and providing for a special effective date.

BY authority of
Article I - General Provisions
Section 4
and

Article II - General Powers
Sections 2, 34, 35
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Department of Public Works shall proceed to condemn and close (1) Race Street, extending from Dickman Street northerly to Donaldson ~~Avenue~~ Street and (2) Clarkson Street, extending from Dickman Street northerly to Donaldson Street, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the north side of Dickman Street, 66 feet wide and the east side of Race Street, 66 feet wide, and running thence binding on the north side of said Dickman Street, Westerly 66.0 feet to intersect the west side of said Race Street; thence binding on the west side of said Race Street, Northerly 320 feet, more or less, to intersect the south side of Donaldson Street, 66 feet wide; thence binding on the south side of said Donaldson Street, Easterly 66.0 feet to intersect the east side of said Race Street, and thence binding on the east side of said Race Street, Southerly 320 feet, more or less, to the place of beginning.

Beginning for Parcel No. 2 at the point formed by the intersection of the north side of Dickman Street 66 feet wide and the east side of Clarkson Street, 40 feet wide, and running thence binding on the north side of said Dickman Street, Westerly 40.0 feet to intersect the west side of said Clarkson Street; thence binding on the west side of said Clarkson Street, Northerly 320 feet, more or less, to intersect the south side of Donaldson Street, 66 feet wide; thence binding on the south side of said Donaldson Street, Easterly 40.0 feet to intersect the east side of said Clarkson Street, and thence binding on the east side of said Clarkson Street, Southerly 320 feet, more or less, to the place of beginning.

As delineated on Plat 347-A-65, prepared by the Survey Control Section and filed on May 14, 2004, in the Office of the Department of Public Works.

SECTION 2. AND BE IT FURTHER ORDAINED, That the proceedings for the condemnation and closing of (1) Race Street, extending from Dickman Street northerly to Donaldson ~~Avenue~~ Street and (2) Clarkson Street, extending from Dickman Street northerly to Donaldson Street and the rights of all interested parties shall be regulated by and in accordance with all applicable provisions of state and local law and with all applicable rules and regulations adopted by the Director of Public Works and filed with the Department of Legislative Reference.

SECTION 3. AND BE IT FURTHER ORDAINED, That after the closing under this Ordinance, all subsurface structures and appurtenances now owned by the Mayor and City Council of Baltimore continue to be the property of the Mayor and City Council, in fee simple, until their use has been abandoned by the Mayor and City Council. If any person wants to remove, alter, or interfere with them, that person must first obtain permission from the Mayor and City Council and, in the application for this permission, must agree to pay all costs and expenses, of every kind, arising out of the removal, alteration, or interference.

SECTION 4. AND BE IT FURTHER ORDAINED, That no building or structure of any kind (including but not limited to railroad tracks) may be constructed or erected in or on any part of the street closed under this Ordinance until all subsurface structures and appurtenances owned by the Mayor and City Council of Baltimore have been abandoned by the Mayor and City Council or, at the expense of the person seeking to erect the building or structure, have been removed and relaid in accordance with the specifications and under the direction of the Director of Public Works of Baltimore City.

SECTION 5. AND BE IT FURTHER ORDAINED, That after the closing under this Ordinance, all subsurface structures and appurtenances owned by any person other than the Mayor and City Council of Baltimore shall

be removed by and at the expense of their owners, promptly upon notice to do so from the Director of Public Works.

SECTION 6. AND BE IT FURTHER ORDAINED, That at all times after the closing under this Ordinance, the Mayor and City Council of Baltimore, acting by or through its authorized representatives, shall have access to the subject property and to all subsurface structures and appurtenances used by the Mayor and City Council, for the purpose of inspecting, maintaining, repairing, altering, relocating, or replacing any of them, without need to obtain permission from or pay compensation to the owner of the property.

SECTION 7. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-817
(Council Bill 04-1419)**

AN ORDINANCE CONCERNING

Rezoning — 700 South Caroline Street

FOR the purpose of changing the zoning for the property known as 700 South Caroline Street, as outlined in red on the accompanying plat, from the M-3 Zoning District to the B-2-2 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 67
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 67 of the Zoning District Maps is amended by changing from the M-3 Zoning District to the B-2-2 Zoning District the property known as 700 South Caroline Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-818
(Council Bill 04-1423)**

AN ORDINANCE CONCERNING

**Sale of Property — Former Beds of Certain Alleys Lying Within the
Area Bounded by Ramsay Street, Poppleton Street, Ryan Street,
McHenry Street, Parkin Street, and the Former Bed of Ramsay Street**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain parcels of land known as the former beds of (1) a 3.5- foot alley, (2) a 4-foot alley, and (3) a 2-foot alley and no longer needed for highway or other public use; and providing for a special effective date.

BY authority of
Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in certain parcels of land known as the former beds of (1) a 3.5-foot alley, laid out in the rear of the properties known as No. 315/17 through No. 325/33 S. Poppleton Street, (2) a 4-foot alley, laid out in the rear of the properties known as No. 303 through No. 311/13 S. Poppleton Street, and (3) a 2-foot alley, laid out along the east outline of the property known as No. 852/54 Ryan Street, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the north side of the former bed of Ramsay Street, 50 feet wide, and the west side of the former bed of a 3.5-foot alley, laid out in the rear of the properties known as No. 315/17 through No. 325/33 S. Poppleton Street, said point of beginning being distant easterly 103.0 feet, more or less, measured along the north side of the former bed of said Ramsay Street from the east side of Poppleton Street, 66 feet wide, and running thence binding on the west side of the former bed of said 3.5- foot alley, Northerly 155.0 feet, more or less, to intersect the south side of the former bed of Ryan Street, 30 feet wide; thence binding on the south side of the former bed of said Ryan Street, Easterly 3.5 feet, more or less, to intersect the east side of the former bed of said 3.5-foot alley; thence binding on the east side of the former bed of said 3.5-foot alley, Southerly 155.0 feet, more or less, to intersect the north side of the former bed of said Ramsay Street, and thence binding on the north side of the former bed of said Ramsay Street, Westerly 3.5 feet to the place of beginning.

Beginning for Parcel No. 2 at the point formed by the intersection of the north side of the former bed of Ryan Street, 30 feet wide, and the west side of the former bed of a 4-foot alley, laid out in the rear of the properties known as No. 303 through No. 311/13 S. Poppleton Street, said point of beginning being distant easterly 66.0 feet measured along the north side of the former bed of said Ryan Street from the east side of Poppleton Street, 66 feet wide, and running thence binding on the west side of the former bed of said 4-foot alley, Northerly 84.0 feet, more or less, to intersect the south side of an 8-foot alley, laid out in the rear of the properties known as No. 835 through No. 855 McHenry Street; thence binding on the south side of said 8-foot alley, Easterly 4.0 feet to intersect the east side of the former bed of said 4-foot alley; thence binding on the east side of the former bed of said 4-foot alley, Southerly 84.0 feet, more or less, to intersect the north side of the former bed of said Ryan Street, and thence binding on the north side of the former bed of said Ryan Street, Westerly 4.0 feet to the place of beginning.

Beginning for Parcel No. 3 at the point formed by the intersection of the north side of the former bed of Ryan Street, 30 feet wide, and the west side of the former bed of a 2-foot alley, laid out along the east outline of the property known as No. 852/54 Ryan Street, said point of beginning being distant easterly 94.0 feet, more or less, measured along the north side of the former bed of said Ryan Street from the east side of Poppleton Street, 66 feet wide, and running thence binding on the west side of the former bed of said 2-foot alley, Northerly 84.0 feet, more or less, to intersect the south side of an 8-foot alley, laid out in the rear of the properties known as No. 835 through No. 855 McHenry Street; thence binding on the south side of said 8-foot alley, Easterly 2.0 feet to intersect the east side of the former bed of said 2-foot alley; thence binding on the east side of the former bed of said 2-foot alley, Southerly 84.0 feet, more or less, to intersect the north side of the former bed of Ryan Street, and thence binding on the north side of the former bed of said Ryan Street, Westerly 2.0 feet to the place of beginning.

Subject to a full width Perpetual Easement for all Municipal Utilities and Services, not to be abandoned, over the entire hereinabove described parcels of land.

These properties being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-819
(Council Bill 04-1489)**

AN ORDINANCE CONCERNING

**Zoning – Health-Care Facilities – Conditional Use Substance Abuse
Treatment Center – 926-938 East Monument Street**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a substance abuse treatment center on the property known as 926-938 East Monument Street, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 6-409(1) and 14-102

and

Article - Health
Section 3-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a substance abuse treatment center on the property known as 926-938 East Monument Street, as outlined in red on the plat accompanying this

Ordinance, in accordance with Baltimore City Zoning Code §§ 6-409(1) and 14-102 and Health Code §3-102, subject to the condition that the substance abuse treatment center complies with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-820
(Council Bill 03-1194)**

AN ORDINANCE CONCERNING

Youth Commission

FOR the purpose of reconstituting the Commission for Children and Youth ~~and the Youth Council~~ as the Baltimore City Youth Commission; providing for the composition, terms, organization, powers, and duties of the Youth Commission; ~~providing for the establishment, composition, goals, and objectives of a Youth Council~~ renaming the Office for Children and Youth to be the Office of Children, Youth, and Families; defining certain terms; correcting, clarifying, and conforming certain language; and generally relating to the development of coordinated community and government policies, programs, and services for children, youth, and their families.

BY repealing ~~and reordaining, with amendments~~

Article 1 - Mayor, City Council, and Municipal Agencies

Section(s) 22-1 through 22-7, inclusive, and the subtitle designation

"Subtitle 22. Children and Youth"

Baltimore City Code

(Edition 2000)

BY adding

Article 1 - Mayor, City Council, and Municipal Agencies

Section(s) 22-1 through 22-7, inclusive, to be under

the subtitle designation "Subtitle 22. Children, Youth, and Families"

Baltimore City Code

(Edition 2000)

BY repealing and reordaining, with amendments
Article 1 - Mayor, City Council, and Municipal Agencies
Section(s) 22-8 through 22-11
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 1. Mayor, City Council, and Municipal Agencies

~~Subtitle 22. Children and Youth~~

~~§ 22-1. Definitions:~~

~~(a) *In general:*~~

~~[As used in] IN this subtitle, the following terms have the meanings indicated [unless their context clearly indicates otherwise].~~

~~(b) *Child:*~~

~~“Child” means an individual under the age of 18 years.~~

~~(c) *Commission:*~~

~~“Commission” means the [Commission for Children and Youth] BALTIMORE CITY YOUTH COMMISSION.~~

~~(d) *Director:*~~

~~“Director” means the Director of the Office for Children and Youth.~~

~~(e) *Office:*~~

~~“Office” means the Office for Children and Youth.~~

~~(f) *Youth:*~~

~~“Youth” means between the ages of 12 and [18] 24, .~~

~~§ 22-2. Purpose:~~

~~The purpose of this subtitle is to provide advice, recommendations, and information for the Mayor, the City Council, and municipal agencies on the development of coordinated community and government policies, programs, and services [which] THAT support children, youth, and THEIR families.~~

~~§ 22-3. Commission = Established:~~

~~There is a [Commission for Children and Youth] BALTIMORE CITY YOUTH COMMISSION.~~

~~§ 22-4. Commission = Composition.~~**~~(a) In general.~~**

~~(1) The Commission [shall consist of 21] COMPRISES 29 members, [who are residents of Baltimore City,] 27 OF WHOM SHALL BE appointed by the Mayor [pursuant to] IN ACCORDANCE WITH Article IV, § 6 of the City Charter.~~

~~(2) EACH MEMBER OF THE COMMISSION MUST BE A RESIDENT OF BALTIMORE CITY.~~

~~(b) Public members.~~

~~[13] 18 members shall be appointed [from the following categories] AS FOLLOWS:~~

- ~~(1) 1 [representative shall be appointed] from each of the [6 Councilmanic districts] 14 COUNCIL DISTRICTS;~~
- ~~(2) 2 [shall be representatives] from the Executive Board of the Youth Council [as provided for in] ESTABLISHED UNDER this subtitle;~~
- ~~(3) [2 shall represent children and youth service organizations] 1 TO REPRESENT BALTIMORE'S SAFE & SOUND CAMPAIGN; AND~~
- ~~(4) [3 shall be at-large representatives who have demonstrated an interest in the well-being of children and youth] 1 TO REPRESENT THE BALTIMORE YOUTH CONGRESS.~~

~~(c) AGENCY REPRESENTATIVES.~~

~~[6] 9 members shall be appointed to [serve as representatives from] REPRESENT the following [municipal] agencies:~~

- ~~(1) [the Department of Education] BALTIMORE CITY PUBLIC SCHOOL SYSTEM;~~
- ~~(2) [the] Department of Recreation and Parks;~~
- ~~(3) [the] Health Department;~~
- ~~(4) [the] Police Department (PAL CENTERS);~~
- ~~(5) [the] Department of Social Services;~~
- ~~(6) [the] State's Attorney's Office;~~
- ~~(7) ENOCH PRATT FREE LIBRARY;~~
- ~~(8) OFFICE OF EMPLOYMENT DEVELOPMENT ("YO BALTIMORE"); AND~~
- ~~(9) STATE DEPARTMENT OF JUVENILE SERVICES.~~

~~(d) [Ex officio] MAYORAL AND COUNCIL members.~~

~~(1) 2 members [shall] serve ex officio:~~

(i) ~~the Mayor; and~~

(ii) ~~[a member of the City Council appointed by] the President of the City Council.~~

~~(2) The Mayor OR COUNCIL PRESIDENT may designate another person [in the Mayor's office] to serve in HER OR his place.~~

~~§ 22-5. Commission – Terms, organization, meetings, etc.~~

~~(a) Terms[, compensation].~~

~~(1) [Appointed members serve for a term of 4 years concurrent with the Mayor's term of office] THE TERM OF AN APPOINTED MEMBER EXPIRES AT THE END OF THE MAYOR'S TERM.~~

~~[(2) Members serve without compensation.]~~

~~[(b) Vacancies.]~~

~~(2) [(1)] At the end of a term, an appointed member [serves] CONTINUES TO SERVE until a successor is appointed AND QUALIFIES.~~

~~[(2) A member who is appointed after a term has begun serves out the rest of the term and until a successor is appointed and qualifies.]~~

~~(b) COMPENSATION.~~

~~COMMISSION MEMBERS SERVE WITHOUT COMPENSATION.~~

~~(c) Meetings[, quorum].~~

~~(1) The Commission shall meet on the call of the [Chairperson] CHAIR as frequently as required to perform its duties, but not less than 6 times each year.~~

~~(2) A majority of the members [of the Commission shall constitute] CONSTITUTES a quorum for the transaction of business.~~

~~(3) [and an] AN affirmative vote [by the] OF AT LEAST A majority of a quorum [shall be sufficient] IS NEEDED for any official action.~~

~~[(3) The Commission may adopt rules to govern its meetings and operations.]~~

~~(d) RULES AND REGULATIONS.~~

~~(1) THE COMMISSION MAY ADOPT RULES AND REGULATIONS TO GOVERN ITS MEETINGS AND OPERATIONS.~~

~~(2) A COPY OF ALL RULES AND REGULATIONS MUST BE FILED WITH THE DEPARTMENT OF LEGISLATIVE REFERENCE BEFORE THEY TAKE EFFECT.~~

~~{(d) Failure to attend meetings:~~

~~Any member who is absent from more than 25% of the scheduled regular meetings, not counting absences excused by the Chairperson, during any 6-month period, shall be considered by the Mayor to have resigned.}~~

~~(e) Officers; committees:~~

~~(1) The Mayor shall designate an appointed member TO SERVE as [Chairperson of the] Commission CHAIR.~~

~~(2) The [Chairperson] CHAIR may select other officers.~~

~~(3) The [Chairperson of the Commission] CHAIR may appoint committees to ASSIST THE COMMISSION IN [carry] CARRYING out [the] ITS functions and duties [of the Commission].~~

~~§ 22-6. Commission – Duties:~~

The Commission shall:

~~(1) DEVELOP AND MAINTAIN A 3-YEAR PLAN OF ACTION THAT OUTLINES SPECIFIC AREAS FOR COMMISSION STUDY AND RECOMMENDATIONS;~~

~~(2) [(1)] review issues relating to programs and services for children and youth;~~

~~(3) [(2)] identify and recommend priorities among programs and services for children and youth;~~

~~(4) [(3)] create a forum for discussions with children, youth, and THEIR families;~~

~~(5) [(4)] serve as the Children's Council [as established by] FOR BALTIMORE CITY, AS PROVIDED FOR IN Article 49D of the Maryland Code[, and perform the duties and functions provided therein];~~

~~(6) [(5)] submit an annual report to the Mayor and the City Council;~~

~~[(6) perform such other duties as requested by the Mayor;]~~

~~(7) advocate services and programs for children and youth;~~

~~(8) make recommendations for programs, policies, procedures, or legislation it deems necessary to promote the well-being of children, youth, and THEIR families; and~~

~~[(9) develop a 3-year plan of action which outlines the particular areas which the Commission will study and make recommendations;]~~

~~(9) PERFORM ANY OTHER DUTIES THAT THE MAYOR REQUESTS.~~

~~§ 22-7. Youth Council:~~~~(a) Establishment [and membership]:~~

~~[(1)] The Commission shall establish a "Youth Council"[- The Council shall], TO be composed of youth from throughout the City.~~

~~(B) EXECUTIVE BOARD:~~

~~(1) [(2)] An [executive board] EXECUTIVE BOARD FOR THE COUNCIL shall be established[, which is composed of].~~

~~(3) THE EXECUTIVE BOARD COMPRISES 17 MEMBERS, AS FOLLOWS:~~

~~(i) [3 youths] 1 YOUTH from each of the [6 Councilmanic districts] 14 COUNCIL DISTRICTS, APPOINTED BY THE COUNCILMEMBER REPRESENTING THAT DISTRICT; and~~

~~(ii) [1] 3 at-large [representative] YOUTHS, APPOINTED BY THE PRESIDENT OF THE CITY COUNCIL.~~

~~(4) THE PRESIDENT OF THE CITY COUNCIL SHALL DESIGNATE ONE OF THE MEMBERS TO SERVE AS BOARD CHAIR.~~

~~[(3) 2 members of the executive board of the Youth Council shall be appointed by the Mayor, after consultation with the Council, to be members of the Commission.]~~

~~(b) Goals and objectives:~~

~~(1) The Council shall work with the public and private sector in a collaborative effort to:~~

~~(i) bring forth the concerns of children and youth[.]; and~~

~~(ii) [to] evaluate and strengthen programming [which] THAT will enhance the interpersonal and social development of children and youth.~~

~~(2) The Council shall develop a COMMUNICATIONS network [of communication] to share information [regarding] ABOUT public and private services to children and youth.~~

SUBTITLE 22. CHILDREN, YOUTH, AND FAMILIES

PART I. DEFINITIONS

§ 22-1. DEFINITIONS.

(A) IN GENERAL.

IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(B) CHILDREN.

“CHILDREN” MEANS INDIVIDUALS UNDER THE AGE OF 14 YEARS.

(C) COMMISSION.

“COMMISSION” MEANS THE BALTIMORE CITY YOUTH COMMISSION.

(D) OFFICE.

“OFFICE” MEANS THE OFFICE OF CHILDREN, YOUTH, AND FAMILIES.

(E) YOUTH.

“YOUTH” MEANS AN INDIVIDUAL BETWEEN THE AGES OF 14 AND 24, INCLUSIVE.

§ 22-2. {RESERVED}

PART II. YOUTH COMMISSION

§ 22-3. PURPOSE.

THE PURPOSE OF THIS PART II IS TO ALLOW YOUTH THE OPPORTUNITY TO PROVIDE ADVICE, RECOMMENDATIONS, AND INFORMATION FOR THE MAYOR, THE CITY COUNCIL, AND MUNICIPAL AGENCIES ON THE DEVELOPMENT OF COORDINATED COMMUNITY AND GOVERNMENT POLICIES, PROGRAMS, AND SERVICES THAT SUPPORT CHILDREN, YOUTH, AND THEIR FAMILIES.

§ 22-4. COMMISSION ESTABLISHED.

THERE IS A BALTIMORE CITY YOUTH COMMISSION.

§ 22-5. COMPOSITION.

(A) IN GENERAL.

THE COMMISSION COMPRISES 17 VOTING MEMBERS AND 14 NON-VOTING MEMBERS.

(B) VOTING MEMBERS.

(1) THE VOTING MEMBERS SHALL BE APPOINTED BY THE MAYOR, IN ACCORDANCE WITH CITY CHARTER ARTICLE IV, § 6, AS FOLLOWS:

(I) 1 YOUTH FROM EACH OF THE 14 COUNCIL DISTRICTS, AT LEAST 1 OF WHOM IS NOT A GRADUATE OF OR THEN ENROLLED IN A TRADITIONAL EDUCATIONAL PROGRAM; AND

(II) 3 AT-LARGE YOUTHS RECOMMENDED BY THE PRESIDENT OF THE CITY COUNCIL.

(2) EACH VOTING MEMBER OF THE COMMISSION MUST BE A RESIDENT OF BALTIMORE CITY.

(C) AGENCY REPRESENTATIVES.

EACH OF THE FOLLOWING ENTITIES SHALL DESIGNATE A NON-VOTING MEMBER TO REPRESENT THAT ENTITY:

(1) BALTIMORE CITY PUBLIC SCHOOL SYSTEM.

(2) DEPARTMENT OF RECREATION AND PARKS.

(3) HEALTH DEPARTMENT.

(4) POLICE DEPARTMENT (PAL CENTERS).

(5) DEPARTMENT OF SOCIAL SERVICES.

- (6) STATE'S ATTORNEY'S OFFICE.
- (7) ENOCH PRATT FREE LIBRARY.
- (8) MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT.
- (9) HOUSING AUTHORITY OF BALTIMORE CITY.
- (10) STATE DEPARTMENT OF JUVENILE SERVICES.
- (11) FAMILY LEAGUE OF BALTIMORE CITY.
- (12) BALTIMORE CITY COMMUNITY COLLEGE.

(D) MAYORAL AND COUNCIL REPRESENTATIVES.

- (1) 2 NON-VOTING, EX OFFICIO MEMBERS ARE:
 - (I) THE MAYOR; AND
 - (II) THE PRESIDENT OF THE CITY COUNCIL.
- (2) THE MAYOR OR COUNCIL PRESIDENT MAY DESIGNATE ANOTHER PERSON TO SERVE IN HER OR HIS PLACE.

§ 22-6. TERMS, ORGANIZATION, MEETINGS, ETC.

(A) TERMS.

- (1) THE TERM OF A VOTING MEMBER EXPIRES AT THE END OF THE MAYOR'S TERM.
- (2) AT THE END OF A TERM, A VOTING MEMBER CONTINUES TO SERVE UNTIL A SUCCESSOR IS APPOINTED AND QUALIFIES.

(B) COMPENSATION..

MEMBERS OF THE COMMISSION:

- (1) ARE NOT ENTITLED TO COMPENSATION FOR SERVICE ON THE COMMISSION; BUT
- (2) ARE ENTITLED TO REIMBURSEMENT FOR EXPENSES INCURRED, AS PROVIDED IN THE ORDINANCE OF ESTIMATES.

(C) OFFICERS; COMMITTEES.

- (1) THE MAYOR SHALL DESIGNATE A VOTING MEMBER TO SERVE AS COMMISSION CHAIR.
- (2) THE CHAIR MAY SELECT OTHER OFFICERS.
- (3) THE CHAIR MAY APPOINT COMMITTEES TO ASSIST THE COMMISSION IN CARRYING OUT ITS FUNCTIONS AND DUTIES.

(D) MEETINGS; QUORUM.

- (1) THE COMMISSION SHALL MEET ON THE CALL OF THE CHAIR AS FREQUENTLY AS REQUIRED TO PERFORM ITS DUTIES, BUT NOT LESS THAN 6 TIMES NOR MORE THAN 10 TIMES EACH YEAR.
- (2) A MAJORITY OF THE VOTING MEMBERS CONSTITUTES A QUORUM FOR THE TRANSACTION OF BUSINESS.
- (3) AN AFFIRMATIVE VOTE OF AT LEAST A MAJORITY OF A QUORUM IS NEEDED FOR ANY OFFICIAL ACTION.

(E) RULES AND REGULATIONS.

- (1) THE COMMISSION MAY ADOPT RULES AND REGULATIONS TO GOVERN ITS MEETINGS AND OPERATIONS.
- (2) A COPY OF ALL RULES AND REGULATIONS MUST BE FILED WITH THE DEPARTMENT OF LEGISLATIVE REFERENCE BEFORE THEY TAKE EFFECT.

§ 22-7. COMMISSION DUTIES.

THE COMMISSION SHALL:

- (1) DEVELOP AND MAINTAIN A 3-YEAR PLAN OF ACTION THAT OUTLINES SPECIFIC AREAS FOR COMMISSION STUDY AND RECOMMENDATIONS;
- (2) REVIEW ISSUES RELATING TO PROGRAMS AND SERVICES FOR CHILDREN AND YOUTH;
- (3) IDENTIFY AND RECOMMEND PRIORITIES AMONG PROGRAMS AND SERVICES FOR CHILDREN AND YOUTH;
- (4) CREATE A FORUM FOR DISCUSSIONS WITH CHILDREN, YOUTH, AND THEIR FAMILIES;
- (5) ADVOCATE SERVICES AND PROGRAMS FOR CHILDREN AND YOUTH;
- (6) MAKE RECOMMENDATIONS FOR PROGRAMS, POLICIES, PROCEDURES, OR LEGISLATION IT DEEMS NECESSARY TO PROMOTE THE WELL-BEING OF CHILDREN, YOUTH, AND THEIR FAMILIES;
- (7) WORK WITH THE PUBLIC AND PRIVATE SECTOR IN A COLLABORATIVE EFFORT TO:
 - (I) BRING FORTH THE CONCERNS OF CHILDREN AND YOUTH; AND
 - (II) EVALUATE AND STRENGTHEN PROGRAMMING THAT WILL ENHANCE THE INTERPERSONAL AND SOCIAL DEVELOPMENT OF CHILDREN AND YOUTH;
- (8) DEVELOP A COMMUNICATIONS NETWORK TO SHARE INFORMATION ABOUT PUBLIC AND PRIVATE SERVICES TO CHILDREN AND YOUTH;
- (9) SUBMIT AN ANNUAL REPORT TO THE MAYOR AND THE CITY COUNCIL; AND
- (10) PERFORM ANY OTHER DUTIES THAT THE MAYOR REQUESTS.

§ 22-8. ~~{RESERVED}~~**PART III. OFFICE OF CHILDREN, YOUTH, AND FAMILIES****§ 22-9. [§ 22-8.] Office [for Children and Youth –] established.**

There is an Office [for] OF Children, [and] Youth, AND FAMILIES in the Office of the Mayor.

§ 22-10. [§ 22-9. Office for Children and Youth –] Director – APPOINTMENT.

The Director of the Office [for Children and Youth shall be] IS appointed by the Mayor in accordance with Article IV, § 6 of the City Charter.

§ 22-11. [§ 22-10.] DIRECTOR – Powers and duties [of Director].

The Director shall:

- (1) identify the needs of children and youth according to age, location, and special services required;
- (2) identify public and private services available to children, youth, and families;
- (3) identify changes in public policy, service delivery, and funding necessary to improve the services available to children, youth, and families;
- (4) serve as a community voice for children and youth;
- (5) develop and implement programs to benefit children and youth;
- (6) provide staff and serve as advisor to the Commission;
- (7) generally promote the well-being of all children and youth of Baltimore City;
- (8) be represented on any special committee or task force established in the Mayor's Office which considers matters relating to children and youth, and work with the various boards, commissions, and municipal agencies which interact with the office as deemed appropriate;
- (9) perform such other duties as required by the Mayor; and
- (10) review proposed legislation referred to the Office by the City Council, assessing its probable effect on the physical, social, emotional, and intellectual welfare of the children of this City.

§ 22-12. [§ 22-11.] Staff and budget.

(a) Staff.

The Office may employ staff in accordance with the Ordinance of Estimates.

(b) Budget.

The Office may expend funds authorized in the Ordinance of Estimates or any supplemental appropriations.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 9, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-821
(Council Bill 04-1503)**

AN ORDINANCE CONCERNING

**Supplementary Special Fund Capital Appropriation —
Commission on Aging and Retirement Education — \$68,000**

FOR the purpose of providing a Supplementary Special Fund Capital Appropriation in the amount of \$68,000 to the Commission on Aging and Retirement Education — (Account #9904-127-067), to provide funding for the renovation of the Eleanor E. Hooper Adult Day Care Center; and providing for a special effective date.

BY authority of
Article VI - Board of Estimates
Section 8(b)(2) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from private grants in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

The grants could not have been expected with reasonable certainty when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

On August 4, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$68,000 shall be made available to the Commission on Aging and Retirement Education — (Account #9904-127-067) as a Supplementary Special Fund Capital Appropriation for Fiscal Year 2005, to provide funding for the renovation of the Eleanor E. Hooper Adult Day Care Center, for Fiscal 2005. The source of revenue for this appropriation is from private grants in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved November 9, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-822
(Council Bill 04-1339)**

AN ORDINANCE CONCERNING

**Department of Personnel – Renaming to be
“Department of Human Resources**

FOR the purpose of changing Code references to the Department of Personnel and the Personnel Director to refer instead to the Department of Human Resources and the Human Resources Director, respectively; changing references to the former Division of Occupational Medicine to refer instead to its successor, the ~~City of Baltimore Occupational Medical Service~~; deleting obsolete references to and the former Division of Occupational Safety; correcting obsolete references to the Civil Service Commission; clarifying, correcting, and conforming certain language; and generally relating to Baltimore City personnel and human resources.

BY repealing and reordaining, with amendments

Article 1 - Mayor, City Council, and Municipal Agencies

Section(s) 2-3(a), 12-3(b), 23-4(b)(7), 26-4(c)(10), 26-6(10), and

31-1 and ~~31-2 through 31-5~~, to be under the new subtitle heading

“Subtitle 31. ~~City of Baltimore Occupational Medical Service~~ and Occupational Safety”

Baltimore City Code

(Edition 2000)

~~BY repealing~~

~~Article 1 - Mayor, City Council, and Municipal Agencies~~

~~Section(s) 31-4 and 31-5~~

~~Baltimore City Code~~

~~(Edition 2000)~~

BY repealing and reordaining, with amendments

Article 5 - Finance, Property, and Procurement

Section(s) 31-2(2)

Baltimore City Code

(Edition 2000)

BY repealing and reordaining, with amendments

Article 8 - Ethics

Section(s) 3-7 and 5-2(a)(10)

Baltimore City Code

(Edition 2000)

BY repealing and reordaining, with amendments

Article 12 - Municipal Labor Relations
Section(s) 2-2(c)
Baltimore City Code
(Edition 2000)

BY repealing and reordaining, with amendments

Article 22 - Retirement Systems
Section(s) 5(l)(2nd par.), 6(c)(9)(1st par.), 6(d)(9)(1st par.), 6(f)(9)(1st par.),
9(i)(2nd - 4th pars.), 9(i)(5)(1st par.), 9(j)(5)(1st par.), and 9(p)(5th par.)
Baltimore City Code
(Edition 2000)

BY repealing and reordaining

Article 8 - Ethics
Section(s) 3-20(d), 3-24(b), and 7-1(c)
Baltimore City Code
(As enacted by Ordinance 04-___ {Council Bill 03-1162})

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 1. Mayor, City Council, and Municipal Agencies

Subtitle 2. Office of Council Services

§ 2-3. Director – appointment; term; removal.

(a) Appointment of Director.

[(1) Except as provided in the transfer provisions contained in Section 2(c)(1) of Ordinance 86-265, the] THE Committee shall appoint the Director of the Office of Councilmanic Services [from a list of candidates selected by the Civil Service Commission].

[(2) The Oversight Committee shall forward to the Civil Service Commission a list of job qualifications, duties, and responsibilities for the Director of the Office of Councilmanic Services.]

Subtitle 12. Central Bureau of Investigation

§ 12-3. Employees.

(b) Positions part of Classified Service.

(1) All NON-LAWYER positions in the Central Bureau of Investigation are part of the Classified Service of the City of Baltimore, subject to the laws, rules, and regulations governing that service.

- (2) All appointments to fill vacancies IN NON-LAWYER POSITIONS caused by death, resignation, dismissal, retirement, or other reason shall be made by the City Solicitor from eligible lists established by the ~~Civil Service Commission~~ DEPARTMENT OF HUMAN RESOURCES.

Subtitle 23. Mayor's Commission on Disabilities

§ 23-4. Members; associates.

- (b) *Associates.*

One representative from each of the following City agencies serves as a non-voting associate:

- (7) Department of [Personnel] HUMAN RESOURCES;

***Subtitle 26. Mayor's Task Force on Community Collaboration
to Overcome Violence***

§ 26-4. Composition.

- (c) *Agency representatives.*

Representatives from the following City agencies shall serve as members of the Task Force who shall serve ex officio:

- (10) [Civil Service Commission] DEPARTMENT OF HUMAN RESOURCES;

§ 26-6. Duties.

The [commission] TASK FORCE shall:

- (10) cooperate and collaborate with all municipal agencies, including the ~~[Division of Safety within the Civil Service Commission]~~ CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE DIVISION OF OCCUPATIONAL SAFETY IN THE DEPARTMENT OF FINANCE and the Community Relations Commission, to avoid duplication of efforts;

***Subtitle 31. [Divisions of Occupational Medicine and
Occupational Safety, Department of Personnel] ~~CITY OF BALTIMORE~~
OCCUPATIONAL MEDICAL SERVICE AND OCCUPATIONAL SAFETY***

**§ 31-1. [Division of Occupational Medicine –] ~~SERVICE~~ OCCUPATIONAL MEDICAL SERVICE –
established[; head].**

- [(a) *Division established.*]

There is a [Division of Occupational Medicine] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE [within] IN the Department of [Personnel] FINANCE, OFFICE OF RISK MANAGEMENT.

- [(b) *Division head.*]

The Division shall be headed by a medical doctor appointed by and reporting to the Director of the Department of Personnel.]

§ 31-2. [Division of Occupational Medicine – duties] ~~DUTIES~~ OCCUPATIONAL MEDICAL SERVICE – DUTIES.

The [Division of Occupational Medicine] OCCUPATIONAL MEDICAL SERVICE shall:

- (1) establish medical procedures and standards at all City medical facilities for employees and assure conformity with such procedures and standards;
- (2) examine and treat patients at a central medical services clinic;
- (3) monitor the quality of medical treatments for all City employees;
- (4) investigate and evaluate all City employee safety and health hazards, including but not limited to toxic materials, and establish programs to eliminate and reduce hazards;
- (5) evaluate medical cases of patients, including employees with disability claims, at all City medical facilities and recommend upon their disposition;
- (6) cooperate with and assist the Law Department and other City agencies involved in Workers' Compensation Commission claims and disability retirement claims and matters relative thereto, improving all types of claims management and loss control;
- (7) develop and maintain programs for controlling sick leave, substance abuse, and disability of all City employees and for monitoring and reducing absenteeism;
- (8) cooperate with public health agencies in improving the quality of occupational medicine;
- (9) maintain a system of uniform medical records; and
- (10) develop and maintain programs to enhance the professional education of all employees involved in occupational medicine.

§ 31-3. ~~{RESERVED}~~

†§ 31-4. Division of Occupational Safety – established.

There is a Division of Occupational Safety ~~within~~ IN the Department of ~~Personnel~~ FINANCE, OFFICE OF RISK MANAGEMENT.†

†§ 31-5. Division of Occupational Safety – duties.

The Division of Occupational Safety shall:

- (1) develop and administer City-wide safety programs for the prevention of accidents, illnesses, and injuries;
- (2) develop and monitor safety programs in City departments, boards, commissions, and agencies and work with agency safety personnel to assure the effectiveness of said programs;
- (3) advise the Mayor, the Director, and City agencies in all aspects of employee safety and the safety of the public related to City activities;

- (4) investigate and report upon occupational injuries and illnesses and maintain a related record system designed to reduce occupational hazards and ensure responsibility and compliance by all City departments, boards, commissions, and agencies;
- (5) assure the adherence of City agencies to City safety policies;
- (6) keep abreast of all laws and regulations affecting employee safety and advise City management thereon;
- (7) maintain relationships with appropriate federal and state regulatory agencies affecting safety and with relevant professional organizations; and
- (8) develop and maintain programs to enhance the professional education of all employees involved in safety activities.}

Article 5. Finance, Property, and Procurement

Subtitle 31. Health Care Advisory Panel

§ 31-2. Composition of Advisory Panel.

The Health Care Advisory Panel shall [be comprised] CONSIST of:

- (2) the Director of [the Department of Personnel] HUMAN RESOURCES;

Article 8. Ethics

Subtitle 3. Administration

§ 3-7. Position descriptions.

The Director of [Personnel of the Civil Service Commission] HUMAN RESOURCES shall provide the Director with position descriptions that require enforcement of City rules and regulations or procurement of outside supplies, materials, or services as described in § 5-2(a)(24). The Director of [Personnel] HUMAN RESOURCES shall also identify the departments that [have the above described] CONTAIN THESE positions.

Subtitle 5. Financial Disclosure

§ 5-2. Statement makers.

- (a) *Persons required to file.*

The following persons are required to file financial disclosure statements provided for in this subtitle unless required by state law to file with the State:

- (10) [Personnel] Director[, Department of Personnel] OF HUMAN RESOURCES.

Article 12. Municipal Labor Relations

Subtitle 2. Office of Labor Commissioner

§ 2-2. Duties.

(c) *Recommendations on law, etc.*

The Labor Commissioner shall study and make recommendations with respect to the establishment, revision, or correction of policies and procedures governing the relations between the City of Baltimore and its employees, including[, but not limited to,] the activities of the Civil Service Commission, THE DEPARTMENT OF HUMAN RESOURCES, and the Board of Estimates, and further make recommendations with respect to the introduction of ordinances to effectuate [such] THESE policies.

Article 22. Retirement Systems

§ 5. Administration; Board of Trustees.

(l) *Panel of hearing examiners.*

....

Any ordinary disability and accidental disability claimant, who is a Class A or Class B member, must make proper application to the panel of hearing examiners, which application shall include a medical certification of his disability and all supporting medical documentation, on a form prescribed by the panel of hearing examiners, wherein the member shall state he has suffered a disability and that such disability prevents him from further performance of the duties of his job classification in the employ of Baltimore City. If the claim is for an accidental disability benefit, he shall in addition, state that such mental or physical disability was the natural and proximate result of an accident while in the actual performance of his duty at some definite time and place, and without willful negligence on his part. Upon receipt of the member's application and supporting medical documentation, the panel of hearing examiners shall have the member medically examined by the [Medical Services Division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE or [their] ITS designee. The medical examination shall include such tests and procedures as may be required, including additional examinations, if necessary. Upon completion of the medical examination and the receipt of a written report including any test results from the examining physician, the panel of hearing examiners shall then schedule a hearing. The member shall also be required to execute a consent form authorizing the panel of hearing examiners to obtain all medical records pertaining to both off-duty and line-of-duty accidents or illnesses the member may have suffered at any time in the past.

....

§ 6. Benefits for Class A and Class B members.

(c) *Ordinary disability retirement benefit for any Class A or Class B member who was an employee on or after June 29, 1989.*

(9) The panel of hearing examiners may, at its discretion but not more frequently than once in any 1 year, require any retired Class A or Class B member, who is receiving a disability retirement allowance and, who has not yet attained age 60, to undergo a medical examination to determine whether he has become fit to resume duties in the nature of those he was performing prior to his

retirement. Such examination shall be made in the place of residence of said retiree, or other place mutually agreed upon by the retiree and a physician or physicians designated by the panel of hearing examiners. The examining physician shall report his findings to the Panel of hearing examiners. If in the opinion of the examining physician, said retiree is able to resume said duties, the [medical services division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE ~~or applicable departmental physician~~ shall thereafter conduct a reexamination of said retiree; and if it concurs in the opinion of the examining physicians, it shall certify to the panel of hearing examiners that said retiree is fit for the further performance of duties in the nature of those he was performing prior to his retirement. If the examining physicians' opinions do not concur, the panel of hearing examiners shall schedule a hearing to determine the fitness of a retiree to perform his former duties. The panel of hearing examiners shall thereafter submit its determination to the head of the department in which the retiree was employed prior to his retirement, and in the case of classified employees, to the Civil Service Commission. For purpose of reemployment, the retiree shall be treated by the head of his department and by the Civil Service Commission as if he were an employee on leave of absence without pay. Until he is actually reemployed by the City as an employee he shall continue to receive his ordinary disability retirement allowance.

....

- (d) *Ordinary disability retirement benefit for Class A or Class B member who was an employee on or after July 1, 1987, but not after June 28, 1989.*

- (9) The panel of hearing examiners may, at its discretion but not more frequently than once in any 1 year, require any retired Class A or Class B member, who is receiving a disability retirement allowance and, who has not yet attained age 60, to undergo a medical examination to determine whether he has become fit to resume duties in the nature of those he was performing prior to his retirement. Such examination shall be made in the place of residence of said retiree, or other place mutually agreed upon by the retiree and a physician or physicians designated by the panel of hearing examiners. The examining physician shall report his findings to the panel of hearing examiners. If in the opinion of the examining physician, said retiree is able to resume said duties, the [Medical Services Division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE ~~or applicable departmental physician~~ shall thereafter conduct a reexamination of said retiree; and if it concurs in the opinion of the examining physicians, it shall certify to the panel of hearing examiners that said retiree is fit for the further performance of duties in the nature of those he was performing prior to his retirement. If the examining physicians' opinions do not concur, the panel of hearing examiners shall schedule a hearing to determine the fitness of a retiree to perform his former duties. The panel of hearing examiners shall thereafter submit its determination to the head of the department in which the retiree was employed prior to his retirement, and in the case of classified employees, to the Civil Service Commission. For purpose of reemployment, the retiree shall be treated by the head of his department and by the Civil Service Commission as if he were an employee on leave of absence without pay. Until he is actually reemployed he shall continue to receive his ordinary disability retirement allowance.

....

- (f) *Allowance on accidental disability retirement.*

- (9) The panel of hearing examiners may, at its discretion, but not more frequently than once in any 1 year, require any retired Class A or Class B member, who is receiving a disability retirement allowance and who has not yet attained age 60, to undergo a medical examination to determine whether he has become fit to resume duties in the nature of those he was performing prior to his retirement. Such examination shall be made in the place of residence of said retiree, or other place mutually agreed upon by the retiree and a physician or physicians designated by the panel

of hearing examiners. The examining physician shall report his findings to the panel of hearing examiners. If, in the opinion of the examining physician, said retiree is able to resume said duties, the [Medical Services Division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE ~~or applicable departmental physician~~ shall thereafter conduct a reexamination of said retiree; and if it concurs in the opinion of the examining physicians, it shall certify to the panel of hearing examiners that said retiree is fit for the further performance of duties in the nature of those he was performing prior to his retirement. If the examining physicians' opinions do not concur, the panel of hearing examiners shall schedule a hearing to determine the fitness of a retiree to perform his former duties. The panel of hearing examiners shall, thereafter, submit its determination to the head of the department in which the retiree was employed prior to his retirement, and in the case of classified employees, to the Civil Service Commission. For purposes of reemployment, the retiree shall be treated by the head of his department and by the Civil Service Commission as if he were an employee on leave of absence without pay. Until he is actually reemployed he shall continue to receive his accidental disability retirement allowance.

....

§ 9. Class C membership.

(i) Ordinary disability retirement benefit.

....

If the hearing examiner determines that the member has suffered any permanent disability which prevents the member from the further performance of the duties of the member's job classification in the employ of the City of Baltimore, the City shall within 30 days of the expiration of the appeal period as provided in § 9(p), or, if an appeal is taken, within 30 days of the final determination of all appeals, refer the member to the [Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE for ~~vocational counseling and~~ job evaluation to determine whether the member is suitable for reemployment with the City in another position at the same rate of compensation as he was receiving in his last position.

During the period such member is being ~~counseled~~ EVALUATED, he shall temporarily receive the ordinary disability benefits under this section until such time as the [Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE has determined that either the member is suitable for reemployment in another position or that the City cannot offer any alternative employment. If the determination by the [Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE is that the member is reemployable, the member shall either be reemployed within 1 year and the award of ordinary disability benefits terminated, or else the member shall be retired on ordinary disability retirement subject to the other provisions of this subtitle. If the determination by the [Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE is that the member is not reemployable, the member shall be retired on ordinary disability retirement subject to the other provisions of this subtitle.

If the member is aggrieved by the determination of the [Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE and refuses to accept the offer of reemployment, he may appeal to the panel of hearing examiners. The hearing examiner shall determine whether the member is capable of performing the duties of the position offered. If the hearing examiner's determination is that the member cannot perform the duties of the position offered, the member shall be retired on ordinary disability retirement subject to the other provisions of this subtitle. If the hearing examiner determines that the member is capable of performing the duties of the position offered, and the member again refuses the offer of reemployment, the award of ordinary disability benefits shall be terminated.

....

(5) *Reexamination.*

The panel of hearing examiners may, at its discretion, but not more frequently than once in any 1 year, require any retired Class C member, who is receiving an ordinary disability retirement benefit and who has not yet attained age 65, to undergo a medical examination to determine whether the retiree has become fit to resume the duties of his former job classification. Such examination shall be made in the place of residence of said retiree, or other place mutually agreed upon by the retiree and a physician or physicians designated by the panel of hearing examiners. The examining physician shall report his findings to the panel of hearing examiners. If, in the opinion of the examining physician, said retiree is able to resume said duties, the [Medical Services Division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE ~~or applicable departmental physician~~ shall thereafter conduct a reexamination of said retiree at a reasonable site determined by the [Medical Services Division] SERVICE; and if it concurs in the opinion of the examining physicians, it shall certify to the panel of hearing examiners that said retiree is fit to perform the duties of his former job classification. If the examining physicians' opinions do not concur, the panel of hearing examiners shall schedule a hearing to determine the fitness of a retiree to perform the duties of his former job classification. The panel of hearing examiners shall thereafter submit its determination to the head of the department in which the retiree was employed prior to retirement, and in the case of classified employees, to the Civil Service Commission. For purposes of reemployment, the retiree shall be treated by the head of his department and by the Civil Service Commission as if he were an employee on leave of absence without pay. Until actually reemployed, the retiree shall continue to receive his ordinary disability retirement benefit.

....

(j) *Accidental disability retirement benefit.*

(5) *Reexamination.*

The panel of hearing examiners may, at its discretion, but not more frequently than once in any 1 year, require any retired member, who is receiving an accidental disability retirement Benefit and who has not yet attained age 65 to undergo a medical examination to determine whether the retiree has become fit to resume the duties of his former job classification. Such examination will be made in the place of residence of said retiree, or other place mutually agreed upon by the retiree and a physician or physicians designated by the panel of hearing examiners. The examining physician shall report his findings to the panel of hearing examiners. If, in the opinion of the examining physician, said retiree is able to resume said duties, the [Medical Services Division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE ~~or applicable departmental physician~~ shall thereafter conduct a reexamination of said retiree at a reasonable site determined by the [Medical Services Division] SERVICE; and if it concurs in the opinion of the examining physicians, it shall certify to the panel of hearing examiners that said retiree is fit to perform the duties of his former job classification. If the examining physicians' opinions do not concur, the panel of hearing examiners shall schedule a hearing to determine the fitness of a retiree to perform the duties of his former job classification. The panel of hearing examiners shall thereafter submit its determination to the head of the department in which the retiree was employed prior to his retirement, and in the case of classified employees, to the Civil Service Commission. For purposes of reemployment, the retiree shall be treated by the head of his department and by the Civil Service Commission as if he were an employee on leave of absence without pay. Until he is actually reemployed, he shall continue to receive his accidental disability retirement benefits.

....

(p) *Panel of hearing examiners.*

. . . .

If the claim is for an accidental disability benefit, he shall, in addition, state that such disability was the direct result of bodily injury arising through an accident independent of all other causes and independent of any preexisting physical or medical conditions, whether job-related or otherwise, and that such accident occurred within 5 years of the date of his application, while in the actual performance of his duty at some definite time and place, and without willful negligence on his part. Upon receipt of the member's application and supporting medical documentation, the panel of hearing examiners shall have the member medically examined by the [Medical Services Division of the Civil Service Commission] CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICE or [their] ITS designee. The medical examination shall include such tests and procedures as may be required, including additional examinations if necessary. Upon completion of the medical examination and the receipt of a written report including any test results from the examining physician, the panel of hearing examiners shall then schedule a hearing. The member shall also be required to execute a consent form authorizing the panel of hearing examiners to obtain all medical records pertaining to both off-duty and line-of-duty accidents or illnesses the member may have suffered at any time in the past.

. . . .

SECTION 2. AND BE IT FURTHER ORDAINED, That the Laws of Baltimore City, as amended by Ordinance 04-___ {Council Bill 03-1162}, read as follows:

Baltimore City Code

Article 8. Ethics

§ 3-20. Training courses for officials.

(d) *Assistance.*

The Department of [Personnel] HUMAN RESOURCES must provide the Ethics Board with:

- (1) appropriate facilities for conducting the training course;
- (2) notice of all officials subject to the training requirements; and
- (3) administrative and other assistance.

§ 3-24. Notices to new appointees.

(b) *By whom given.*

- (1) For uncompensated appointees of the Mayor, the notice must be given by the Mayor or the Mayor's designee.
- (2) For all other appointees, the notice must be given by the [Personnel] Director OF HUMAN RESOURCES or the [Personnel] Director's designee.

§ 7-1. Certifications.

(c) *Procurement, legislative liaison, and enforcement positions.*

The [Personnel] Director OF HUMAN RESOURCES must annually certify to the Ethics Board:

- (1) all positions of the types described in § 7-9 {"Procurement, legislative liaison, and enforcement personnel"} of this subtitle; and
- (2) the agencies in which those positions are found.

SECTION 3. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 4. AND BE IT FURTHER ORDAINED, That this Ordinance is contingent on the passage of Council Bill 04-1340, a Charter Amendment, and its ratification by the voters of the City of Baltimore.

SECTION 4 5. AND BE IT FURTHER ORDAINED, That ~~Sections 1 and 3 of this Ordinance take effect on the 30th day after the date on which this Ordinance is enacted,~~ subject to Section 6 of this Ordinance, this Ordinance takes effect on the date that the election results are certified as having ratified the Charter Amendment proposed by Council Bill 04-1340.

SECTION 5 6. AND BE IT FURTHER ORDAINED, That Section 2 of this Ordinance ~~takes effect on the effective date~~ is further contingent on the enactment and taking effect of Ordinance 04-___ {Council Bill 03-1162}.

Approved November 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-823
(Council Bill 04-1407)**

AN ORDINANCE CONCERNING

**Rezoning — 1901 Light Street, 1921 Light Street,
Bed of Johnson Street, and Block 1947, Lot 1**

FOR the purpose of changing the zoning for the properties known as 1901 Light Street, 1921 Light Street, bed of Johnson Street, and Block 1947, Lot 1, as outlined in red on the accompanying plat, from the M-3 Zoning District to the R-8 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 76
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 76 of the Zoning District Maps is amended by changing from the M-3 Zoning District to the R-8 Zoning District the properties known as 1901 Light Street, 1921 Light Street, bed of Johnson Street, and Block 1947, Lot 1, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-824
(Council Bill 04-1408)**

AN ORDINANCE CONCERNING

**Planned Unit Development — Designation —
1901 Light Street, 1921 Light Street, Bed of Johnson Street,
and Block 1947, Lot 1**

FOR the purpose of approving the application of Mark Eisenberg, L-A Investment Acquisitions, LLC, Ossani Investments, Inc., and the Mayor and City Council of Baltimore, which are the owners or contract purchaser of 1901 Light Street, 1921 Light Street, bed of Johnson Street, and Block 1947, Lot 1 (collectively, the "Property"), to have the Property designated a Residential Planned Unit Development; and approving the Development Plan submitted by the applicant.

BY authority of

Article - Zoning
Title 9, Subtitles 1 and 2
Baltimore City Revised Code
(Edition 2000)

Recitals

Mark Eisenberg is the owner of the fee simple interest in the properties known as 1901 Light Street and Block 1947, Lot 1, which properties are under contract of sale to L-A Investment Acquisitions, LLC. Ossani Investments, Inc., is the owner of the fee simple interest in the property known as 1921 Light Street. The Mayor and City Council of Baltimore is the owner of the fee simple interest in the property known formerly as Johnson Street, which was closed pursuant to Ordinances 62-1329 and 62-1330, approved July 16, 1962.

On May 24, 2004, representatives of the applicant met with the Department of Planning for a preliminary conference, to explain the scope and nature of existing and proposed development on the Property and to institute proceedings to have the Property designated a Residential Planned Unit Development.

The representatives of the applicant have now applied to the Baltimore City Council for designation of the Property as a Residential Planned Unit Development, and they have submitted a Development Plan intended to satisfy the requirements of Title 9, Subtitles 1 and 2 of the Baltimore City Zoning Code.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council approves the application of Mark Eisenberg, L-A Investment Acquisitions, LLC, Ossani Investments, Inc., and the Mayor and City Council of Baltimore to designate the properties known as 1901 Light Street, 1921 Light Street, bed of Johnson Street, and Block 1947, Lot 1, consisting of 7.48 acres, more or less, as outlined on the accompanying Development Plan entitled "NESCO PUD", consisting of Sheet 1, "Existing Conditions Plan", dated, May 24, 2004, ~~and~~ Sheet 2, "Proposed Conditions Plan", dated May 24, 2004, as revised August 18, 2004, Sheet 3, "Building Elevations", dated August 18, 2004, and Sheet 4, "Preliminary Forest Conservation Plan", dated August 18, 2004, to designate the property a Residential Planned Unit Development under Title 9, Subtitles 1 and 2 of the Baltimore City Zoning Code.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Development Plan submitted by the applicant is approved.

SECTION 3. AND BE IT FURTHER ORDAINED, That in accordance with the provisions of Title 9, Subtitles 1 and 2, the following uses are allowed within the Planned Unit Development:

- (a) All permitted, accessory, and conditional uses as allowed in the R-8 Zoning District.
- (b) In addition, the following uses are permitted only on the first or ground floor of all buildings within the Planned Unit Development:

art and school supply stores; automatic teller machines; banks and savings and loan associations; barber shops; beauty shops; book stores: general; camera and photographic supply stores; candy and ice cream stores; carryout food shops; clothing shops; drug store or pharmacy; dry cleaning and laundry receiving stations - processing done elsewhere; financial institutions; florist shops; food stores, grocery stores, bakeries and delicatessens; gift and card shops; hardware stores; industrial supplies - sales; massage therapists' offices; newsstands; office supply stores; outdoor table service when accessory to a restaurant; photographic printing and development establishments; picture framing shops - retail on premises; tailor or dressmaking shops; restaurants; sign printing shops; tobacco shops; and woodworking: custom and custom furniture making shops.
- (c) In addition, the following uses are permitted on all floors of all buildings within the Planned Unit Development:

antique shops; artisans' and craft work; bakery goods: manufacturing; computer centers; day nurseries and nursery schools; ice cream: manufacturing; laboratories - medical and dental; maritime suppliers; medical and dental clinics; offices - business, governmental and professional; philanthropic and charitable institutions; physical culture and health services - gymnasiums, reducing salons and public baths; radio and television antennas and towers no more than 25 feet above the building on which they are mounted - but not including microwave antennas; secretarial and telephone answering services; travel bureaus; and warehousing and storage.
- (d) No freestanding buildings with retail uses are allowed, unless in existing buildings, as shown on "Existing Conditions Plan", dated May 24, 2004.

- (e) The existing general advertising signs within the Planned Unit Development may be continued as nonconforming uses.

SECTION 4. AND BE IT FURTHER ORDAINED, That all plans for the construction of permanent improvements on the property are subject to final design approval by the Planning Commission to insure that the plans are consistent with the Development Plan and this Ordinance. If historic tax credits are used for any building, that building is exempt from Planning Commission final design approval, and the Maryland Historical Trust must approve the elevations, in lieu of Planning Commission approval.

SECTION 5. AND BE IT FURTHER ORDAINED, That the Planning Department may determine what constitutes minor or major modifications to the Plan. Minor modifications require approval by the Planning Commission. Major modifications require approval by Ordinance.

SECTION 6. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying Development Plan and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the Development Plan; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the Development Plan; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the Development Plan to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 7. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-825
(Council Bill 04-1424)**

AN ORDINANCE CONCERNING

Sale of Property — Former Bed of Johnson Street

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in a certain parcel of land known as the former bed of Johnson Street and no longer needed for highway or other public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in a certain parcel of land known as the former bed of Johnson Street, and more particularly described as follows:

Beginning for the same at the point formed by the intersection of the west side of the former bed of Johnson Street, as condemned and closed under Ordinance No. 1330 approved July 16, 1962 and the ~~west~~ south side of Wells Street, as now laid out, and running thence binding on the south side of said Wells Street, North 87° 05' 00" East 66.0 feet to intersect the east side of the former bed of said Johnson Street; thence binding on the east side of the former bed of said Johnson Street, South 02°58'00" East 278.04 feet to the southernmost extremity of the former bed of said Johnson Street; thence binding on the southernmost extremity of the former bed of said Johnson Street, the two following courses and distances; namely, South 59°35'00" West 30.94 feet and by a line curving to the right with a radius of 608.62 feet the distance of 42.70 feet which arc is subtended by a chord bearing South 61°35'36" West 42.69 feet to intersect the west side of the former bed of said Johnson Street, and thence binding on the west side of the former bed of said Johnson Street, North 02°58'00" West 310.70 feet to the place of beginning.

Subject to a full width Perpetual Easement for all Municipal Utilities and Services, not to be abandoned, over the entire hereinabove described parcel of land.

This property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-826
(Council Bill 04-1429)**

AN ORDINANCE CONCERNING

Rezoning — 1328 Haubert Street

FOR the purpose of changing the zoning for the property known as 1328 Haubert Street, as outlined in red on the accompanying plat, from the M-2-2 Zoning District to the R-8 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 67
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 67 of the Zoning District Maps is amended by changing from the M-2-2 Zoning District to the R-8 Zoning District the property known as 1328 Haubert Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-827
(Council Bill 04-1481)**

AN ORDINANCE CONCERNING

Sale of Property — 1505 Cox Street

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property known as 1505 Cox Street, Block 3567, Lot 035 and no longer needed for public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the property known as 1505 Cox Street, Block 3567, Lot 035, and more particularly described as follows:

The subject parcel (Block 3567, Lot 035) is an unimproved lot,
containing 1,983 square feet, more or less, this property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-828
(Council Bill 04-1514)**

AN ORDINANCE CONCERNING

**City Property – Expanding Name and Conforming Names of Senator
Troy Brailey Park to be ~~“Senator Troy Brailey – Easterwood Park”~~
and Easterwood Recreation Center**

FOR the purpose of expanding the name of Senator Troy Brailey Park, located at 1522 North Bentalou Street, to be “Senator Troy Brailey – Easterwood Park” and expanding the name of Easterwood Recreation Center, located at 1530 N. Bentalou Street, to be “Senator Troy Brailey – Easterwood Recreation Center”.

BY authority of

Article 5 - Finance, Property, and Procurement
Section 20-2
Baltimore City Code
(Edition 2000)

Recitals

Around the turn of the century, the philanthropically inclined Easter family sold 7½ acres of land to the City of Baltimore at a nominal fee for the purpose of providing a park for the young people in the neighborhood.

At the height of its use – in the 1920’s, 1930’s, 1940’s, and 1950’s – hundreds of young people found fellowship, guidance, and instruction through events held at Easterwood Park. It served as a positive influence on many of the young people who went on to be civic leaders, and it served as a home base for many fine athletes.

The Easterwood Boys Club – which comprises many “alumni” of the old Easterwood Park – still exists and holds an annual “reunion” to rekindle old friendships and memories.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the name of Senator Troy Brailey Park, located at 1522 North Bentalou Street, is expanded to be “Senator Troy Brailey – Easterwood Park” and the name of Easterwood Recreation Center, located at 1530 N. Bentalou Street, is expanded to be “Senator Troy Brailey – Easterwood Recreation Center”.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 23, 2004

MARTIN O’MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-829
(Council Bill 04-1290)**

AN ORDINANCE CONCERNING

**Urban Renewal — Key Highway —
Amendment 1**

FOR the purpose of amending the Urban Renewal Plan for Key Highway to amend Exhibits C and D to reflect the change in zoning, upon approval by separate ordinance, for 1301 Covington Street; to amend Exhibit C to designate Areas D, D-1, and D-2 and to reflect the change in the land use category for these areas, from Industrial to Office/Residential, and to reflect the closing of Ostend Street between Key Highway and Covington Street; to amend Exhibit F, "Proposed Zoning", to designate Areas D, D-1, and D-2 and to reflect a change in the zoning in these areas, from the M-2-2 Zoning District to the O-R-2 Zoning District; to amend the development area controls for Area D, new Areas D-1, and D-2, and to create additional development controls for new Area D-1; and to amend the development area controls for Area E to increase the maximum permitted height; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Key Highway was originally approved by the Mayor and City Council of Baltimore by Ordinance 86-622.

An amendment to the Urban Renewal Plan Key Highway is necessary to amend Exhibits C and D of the Urban Renewal Plan, to reflect the change in zoning, upon approval by separate ordinance, of 1301 Covington Street; to amend Exhibit C to designate Areas D, D-1, and D-2 and to reflect the change in the land use category for these areas, from Industrial to Office/Residential, and to reflect the closing of Ostend Street between Key Highway and Covington Street; to amend Exhibit F, "Proposed Zoning", to designate Areas D, D-1, and D-2 and to reflect a change in the zoning in these areas, from the M-2-2 Zoning District to the O-R-2 Zoning District; to amend the development area controls for Area D, new Areas D-1, and D-2, and to create additional development controls for new Area D-1; and to amend the development area controls for Area E to increase the maximum permitted height.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for Key Highway are approved:

- (1) Amend Exhibit C, "Land Use", to reflect a change in the land use category for the property known as 1301 Covington Street, from Industrial to Residential, to designate Areas D, D-1, and D-2, to reflect that the land use category for these areas is changed from Industrial to

Office/Residential, and to reflect the closing of Ostend Street between Key Highway and Covington Street.

- (2) Amend Exhibit D, "Existing Zoning", for the property known as 1301 Covington Street, from the M-2-2 Zoning District to the R-8 Zoning District.
- (3) Amend Exhibit F, "Proposed Zoning", to designate Areas D, D-1, and D-2 and to reflect a change in the zoning for these areas, from the M-2-2 Zoning District to the O-R-2 Zoning District.
- (4) On page 17 of the Plan, amend III. C. Development Areas D. and E. to read as follows:

Development ~~Area~~ AREAS D, D-1, AND D-2.

- 1) General Uses: ~~Industrial~~ OFFICE/RESIDENTIAL.
- 2) All other controls as permitted under ~~M-2-2~~ O-R-2 Zoning.
- 3) ALL LEGALLY EXISTING NONCONFORMING USES MAY CONTINUE AND BE REPLACED BY SIMILAR USES. IF THE USE IS DISCONTINUED FOR MORE THAN 12 MONTHS, IT MAY NOT BE RE-ESTABLISHED.
- 4) NO BUILDING MAY BE TALLER THAN 50 FEET AS MEASURED FROM THE HIGHEST POINT OF THE PROPERTY FOR EACH LOT. THE ONLY EXCEPTION IS FOR ACCESS TO DECK STRUCTURES THAT ARE LIMITED TO 25% OF THE ROOF AREA, NOT TO EXCEED 13 FEET IN WIDTH, AND DESIGNED TO BE MINIMALLY INTRUSIVE ON THE SKYLINE.
- 5) BUILDINGS ON SLOPED SITES ARE ENCOURAGED TO STEP DOWN FROM THE HIGHPOINT TOWARD KEY HIGHWAY WITH VARIED ROOF FORMS AND BUILDING HEIGHTS.

THE FOLLOWING APPLY ONLY TO AREA D-1:

- 1) DEVELOPMENT AREA D-1 SHALL HAVE A WIDENED GITTINGS STREET TO ACCOMMODATE A SIDEWALK LOCATED ALONG THE NORTH SIDE AND A ROW OF PARALLEL PARKING ALONG THE SOUTH SIDE.
- 2) AREA D-1 MUST HAVE AT LEAST 3 PARKING SPACES PER RESIDENTIAL UNIT.
- 3) AREA D-1 MUST BE COMPATIBLE IN ARCHITECTURAL FEATURES WITH THE SURROUNDING FEDERAL HILL AREA HOUSES. THE PRIMARY BUILDING MATERIAL MUST BE BRICK. CORNICE DELINEATIONS AT THE TOP FLOORS SHOULD BE INCLUDED WHEREVER POSSIBLE.
- 4) AREA D-1 BUILDINGS ARE LIMITED TO A 40-FOOT HEIGHT, AS MEASURED FROM THE HIGHEST POINT OF THE PROPERTY FOR EACH LOT ALONG COVINGTON STREET FOR AT LEAST 10 FEET BACK FROM THE PROPERTY LINE.
- 5) AREA D-1 IS LIMITED TO A 40-FOOT HEIGHT FOR THE BUILDINGS ALONG JACKSON STREET, AS MEASURED FROM THE HIGHEST POINT OF THE PROPERTY FOR EACH LOT FOR THESE UNITS LOCATED ON JACKSON STREET FOR AT LEAST 6 FEET BACK FROM THE PROPERTY LINE.

Development Area E.

- 1) General Use: Residential-Commercial.
- 2) Maximum Permitted Height: El. ~~400~~ 115 Feet, including exterior mechanical equipment.
- 3) View Corridors: View Corridors generally from west to east through Development Area E shall be given special design attention.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Key Highway, as amended by this Ordinance and identified as “Urban Renewal Plan, Key Highway, revised to include Amendment 1, dated February 23, 2004”, is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved November 28, 2004

MARTIN O’MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-830
(Council Bill 04-1288)**

AN ORDINANCE CONCERNING

**Sale of Property — SS East Northern Parkway, SWC York Road,
Block 5093, Lot 062**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain unimproved property ~~or a portion of the property~~ known as SS East Northern Parkway, SWC York Road, Block 5093, Lot 062 and no longer needed for public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

Recitals

The parcel, located at the corner of Northern Parkway and York Road, borders a commercial business known as Jerry's Belvedere Tavern. The owner of Jerry's Belvedere Tavern (Pergusa Enterprises, Inc. - Pietro Rugolo) would like to purchase the property for off-street parking and additional buffer space.

To accommodate off-street parking, Bill 03-1227 ("Zoning — Conditional Use Parking, Open Off-Street Area — Block 5093, Lots 47, 49, 60/61, and (if Acquired by the Applicant) a Portion of Lot 62") was introduced on October 27, 2003.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the unimproved property known as SS East Northern Parkway, SWC York Road, Block 5093, Lot 062, and more particularly described as follows:

containing .297± acres, approximately 12,937 square feet, ~~or a portion of Lot 062 containing 1480± acres, approximately 6,447 square feet.~~

This property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-831
(Council Bill 04-1342)**

AN ORDINANCE CONCERNING

Zoning – Restaurants, Taverns, Halls, and Similar Establishments – Live Entertainment – Nightlife

FOR the purpose of defining certain terms relating to restaurants, taverns, halls, after-hour establishments, and certain other establishments that serve food or beverages, that offer live entertainment or dancing, or that

otherwise involve nightlife activities; conforming certain language; repealing certain provisions relating to the status of certain restaurants or taverns that, as of a certain date, operated with live entertainment or dancing; establishing certain criteria for conditional use approval of certain restaurants, taverns, and after-hours establishments; providing for the delayed effect of certain provisions on certain nonconforming establishments; and generally relating to the zoning and related regulation of auditoriums, halls, restaurants, taverns, and other establishments serving food or beverages or offering live entertainment or dancing.

BY adding

Article - Zoning

Section(s) 1-112.1, 1-114.1, 1-123.1, 1-123.2, 1-153.1, 1-168.1, 1-182.1,
1-182.2, 1-194.1, 1-194.2, 14-309, and 14-310

Baltimore City Revised Code
(Edition 2000)

BY repealing and reordaining, with amendments

Article - Zoning

Section(s) 1-107, 6-208(15), 6-306(71), 6-309(9), 6-406(57), 6-506(12) and (23),
7-306(56), and 7-307(9)

Baltimore City Revised Code
(Edition 2000)

BY repealing

Article - Zoning

Section(s) 13-606

Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Revised Code

Article – Zoning

§ 1-107. After-hours establishment.

[(a) *In general.*]

“After-hours establishment” means any [banquet hall, dance hall, meeting hall, private club or lodge, or similar place] OF THE FOLLOWING that remains open after 2 a.m. on any day:

- (1) A BANQUET HALL, DANCE HALL, PRIVATE CLUB OR LODGE, OR SIMILAR PLACE; OR

[(b) *Restaurants with live entertainment, etc.*]

- (2) [“After-hours establishment” includes] a restaurant that provides live entertainment or dancing [and remains open after 2 a.m. on any day].

§ 1-112.1. AUDITORIUM.

“AUDITORIUM” MEANS AN ESTABLISHMENT THAT IS:

- (1) DESIGNED OR USED FOR THE GATHERING OF PEOPLE SEATED AS AN AUDIENCE;
- (2) OPEN TO THE GENERAL PUBLIC, WITH OR WITHOUT AN ADMISSION CHARGE; AND
- (3) USED PRIMARILY FOR PUBLIC SPEAKING OR LIVE ENTERTAINMENT.

§ 1-114.1. BANQUET HALL.**(A) *IN GENERAL.***

“BANQUET HALL” MEANS AN ESTABLISHMENT:

- (1) THAT IS USED REGULARLY FOR SERVING FOOD OR BEVERAGES TO GROUPS THAT, BEFORE THE DAY OF THE EVENT, HAVE RESERVED THE FACILITY FOR BANQUETS OR MEETINGS;
- (2) TO WHICH THE GENERAL PUBLIC IS NOT ADMITTED; AND
- (3) FOR WHICH NO ADMISSION CHARGE IS IMPOSED AT THE DOOR.

(B) *INCLUSIONS.*

“BANQUET HALL” INCLUDES AN ESTABLISHMENT THAT PROVIDES LIVE ENTERTAINMENT AS AN ACCESSORY TO THE USE DESCRIBED IN SUBSECTION (A) OF THIS SECTION.

(C) *EXCLUSIONS.*

“BANQUET HALL” DOES NOT INCLUDE ANY RESTAURANT OR TAVERN.

§ 1-123.1. CARRY-OUT FOOD SHOP.

“CARRY-OUT FOOD SHOP” MEANS A BUSINESS ESTABLISHMENT WHOSE PRINCIPAL BUSINESS IS THE SALE OF READY-TO-CONSUME FOOD AND BEVERAGES FOR OFF-PREMISES CONSUMPTION.

§ 1-123.2. CATERING ESTABLISHMENT.

“CATERING ESTABLISHMENT” MEANS A BUSINESS ESTABLISHMENT WHOSE PRINCIPAL BUSINESS IS THE PREPARATION OF FOOD AND BEVERAGES FOR OFF-PREMISES CONSUMPTION ONLY.

§ 1-153.1. LIVE ENTERTAINMENT.**(A) *IN GENERAL.***

“LIVE ENTERTAINMENT” MEANS ANY ONE OR MORE OF ANY OF THE FOLLOWING, PERFORMED LIVE BY ONE OR MORE PERSONS, WHETHER OR NOT DONE FOR COMPENSATION AND WHETHER OR NOT ADMISSION IS CHARGED:

- (1) MUSICAL ACT (INCLUDING KARAOKE);
- (2) THEATRICAL ACT (INCLUDING STAND-UP COMEDY);
- (3) PLAY;
- (4) REVUE;

- (5) DANCE;
- (6) MAGIC ACT;
- (7) DISC JOCKEY; OR
- (8) SIMILAR ACTIVITY.

(B) *EXCLUSIONS.*

“LIVE ENTERTAINMENT” DOES NOT INCLUDE ADULT ENTERTAINMENT, AS DEFINED IN § 1-106 OF THIS SUBTITLE.

§ 1-168.1. OUTDOOR TABLE SERVICE.

“OUTDOOR TABLE SERVICE”, AS AN ACCESSORY TO A RESTAURANT, MEANS AN OUTDOOR SERVICE AREA AT WHICH PATRONS ARE SEATED AT TABLES FOR SERVICE OF FOOD AND DRINKS.

§ 1-182.1. RESTAURANT.

(A) *IN GENERAL.*

“RESTAURANT” MEANS A BUSINESS ESTABLISHMENT AT WHICH:

- (1) FOOD AND DRINKS ARE PROVIDED TO THE PUBLIC, PRIMARILY FOR ON-PREMISES CONSUMPTION BY SEATED PATRONS; AND
- (2) IF THE ESTABLISHMENT ALSO SERVES ALCOHOLIC BEVERAGES:
 - (I) A FULL MENU OF FOOD AND DRINKS IS PREPARED PRIMARILY ON PREMISES IN A FULLY EQUIPPED KITCHEN CAPABLE OF PREPARING FOOD FOR THE RATED SEATING CAPACITY; AND
 - (II) ANNUALLY, THE AVERAGE DAILY RECEIPTS FROM THE SALE OF FOOD EXCEEDS 50% OF THE ESTABLISHMENT’S TOTAL AVERAGE DAILY RECEIPTS, NOT INCLUDING SALES OF NOVELTY ITEMS, INCOME FROM VENDING MACHINES, COVER CHARGES, OR OTHER RECEIPTS NOT DERIVED FROM THE SALE OF FOOD OR BEVERAGES.

(B) *INCLUSIONS.*

“RESTAURANT” INCLUDES A CAFETERIA THAT MEETS THE CRITERIA SPECIFIED IN SUBSECTION (A) OF THIS SECTION.

(C) *EXCLUSIONS.*

“RESTAURANT” DOES NOT INCLUDE ANY TAVERN.

§ 1-182.2. RESTAURANT – INCLUDING LIVE ENTERTAINMENT OR DANCING.~~(A) IN GENERAL.~~

“RESTAURANT – INCLUDING LIVE ENTERTAINMENT OR DANCING” MEANS A RESTAURANT AT WHICH LIVE ENTERTAINMENT, DANCING, OR BOTH MAY BE PROVIDED AS AN ACCESSORY USE.

~~(B) LIMITATION.~~

~~LIVE ENTERTAINMENT OR DANCING MAY OCCUR ONLY WHILE THE KITCHEN IS OPEN, AS AN ENHANCEMENT TO THE FOOD SERVICE EXPERIENCE.~~

§ 1-194.1. TAVERN.

“TAVERN” MEANS A BUSINESS ESTABLISHMENT THAT:

- (1) IS DEVOTED PRIMARILY TO SERVING ALCOHOLIC BEVERAGES TO THE PUBLIC FOR ON-PREMISES CONSUMPTION; AND
- (2) MIGHT OR MIGHT NOT ALSO SERVE FOOD.

§ 1-194.2. TAVERN – INCLUDING LIVE ENTERTAINMENT OR DANCING.

“TAVERN – INCLUDING LIVE ENTERTAINMENT OR DANCING” MEANS A TAVERN AT WHICH LIVE ENTERTAINMENT, DANCING, OR BOTH MAY BE PROVIDED AS AN ACCESSORY USE.

§ 6-208. Conditional use – Board approval required.

In a B-1 District, conditional uses that require Board approval are as follows:

- (15) Restaurants [and lunch rooms] – but not including live entertainment or dancing.

§ 6-306. Permitted uses.

In a B-2 District, permitted uses are as follows:

- (71) Restaurants [and lunch rooms] – but not including live entertainment or dancing.

§ 6-309. Conditional uses Ordinance required.

In a B-2 District, conditional uses that require approval by ordinance are as follows:

- (9) [Meeting and banquet] BANQUET halls.

§ 6-406. Permitted uses.

In a B-3 District, permitted uses are as follows:

- (57) Restaurants [and lunch rooms] – including live entertainment and dancing.

§ 6-506. Permitted uses.

In a B-4 District, permitted uses are as follows:

- (12) [Meeting and banquet] BANQUET halls.
- (23) Restaurants [and lunch rooms] – including live entertainment and dancing.

§ 7-306. Permitted uses.

In an M-2 District, permitted uses are as follows:

- (56) Restaurants [and lunch rooms] – but not including live entertainment or dancing.

§ 7-307. Conditional uses – Board approval required.

In an M-2 District, conditional uses that require Board approval are as follows:

- (9) Restaurants [and lunch rooms] – including live entertainment and dancing – but only if located at least 500 feet from a residence district.

[§ 13-606. Restaurant or tavern with live entertainment in B-2 District.

Notwithstanding the provisions of this title, any lawfully established restaurant or tavern that is in a B-2 District and, on April 20, 1971, was operating with live entertainment or dancing as an accessory use:

- (1) may be continued; and
- (2) does not have the status of a nonconforming use.]

§ 14-309. LIVE ENTERTAINMENT OR DANCING.

FOR A RESTAURANT OR TAVERN OPERATING WITH LIVE ENTERTAINMENT OR DANCING AS AN ACCESSORY USE, THE BOARD MUST CONSIDER IMPOSING CONDITIONS, AS APPROPRIATE, CONCERNING:

- (1) DAYS AND HOURS OF OPERATION;
- (2) USE OF AMPLIFICATION, NOISE LEVELS, AND NEED FOR NOISE PROOFING;
- (3) LIMITS ON THE SIZE OF THE ESTABLISHMENT OR ON THE SIZE, LOCATION, OR CONFIGURATION OF THE ENTERTAINMENT OR DANCING VENUE WITHIN THE ESTABLISHMENT;
- (4) NUMBER OF LIVE ENTERTAINERS;
- (5) NUMBER OF SEATS PROPOSED FOR OUTDOOR TABLE SERVICE;
- (6) EXTERIOR LIGHTING;
- (7) WHETHER TO LIMIT THE ACCESSORY USE TO LIVE ENTERTAINMENT ONLY OR DANCING ONLY; AND
- (8) THE ESTABLISHMENT AND MAINTENANCE OF:

- (I) A TRAFFIC AND PARKING MANAGEMENT PLAN; AND
- (II) AN INDOOR AND OUTDOOR SECURITY PLAN.

§ 14-310. AFTER-HOURS ESTABLISHMENTS.

(A) REQUIRED CONSIDERATIONS.

FOR AN AFTER-HOURS ESTABLISHMENT, THE BOARD MUST CONSIDER IMPOSING CONDITIONS, AS APPROPRIATE, CONCERNING:

- (1) DAYS AND HOURS OF OPERATION;
- (2) USE OF AMPLIFICATION, NOISE LEVELS, AND NEED FOR NOISE PROOFING;
- (3) LIMITS ON THE SIZE OF THE ESTABLISHMENT OR ON THE SIZE, LOCATION, OR CONFIGURATION OF ANY ENTERTAINMENT OR DANCING VENUE WITHIN THE ESTABLISHMENT;
- (4) NUMBER OF LIVE ENTERTAINERS;
- (5) NUMBER OF SEATS PROPOSED FOR OUTDOOR TABLE SERVICE;
- (6) EXTERIOR LIGHTING;
- (7) WHETHER TO PLACE LIMITS ON THE TYPE OF ENTERTAINMENT USE; AND
- (8) THE ESTABLISHMENT AND MAINTENANCE OF:
 - (I) A TRAFFIC AND PARKING MANAGEMENT PLAN; AND
 - (II) AN INDOOR AND OUTDOOR SECURITY PLAN.

(B) REQUIRED FINDINGS AND CONDITIONS.

THE BOARD MUST FIND, AND REQUIRE AS A CONDITION OF APPROVAL, THAT THE ESTABLISHMENT CANNOT BE ENTERED FROM A TAVERN.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That any restaurant that serves alcoholic beverages and that, on the effective date of this Ordinance, becomes nonconforming because it does not comply with Zoning Code § 1-182.1(a)(2), as enacted by Section 1 of this Ordinance, may continue as a nonconforming use for no more than 3 years after the effective date of this Ordinance. At the end of that 3-year period, the use must either (i) fully comply with Zoning Code § 1-182.1(a)(2) or (ii) be terminated and discontinued.

SECTION 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-832
(Council Bill 04-1405)**

AN ORDINANCE CONCERNING

Housing and Community Development – License and Registration Fees

FOR the purpose of increasing the annual registration fee for vacant lots; defining and redefining certain terms applicable to the registration of vacant lots; repealing an exception to that fee; modifying certain terminology applicable to late payments of license or registration fees for vacant lots, rental properties, or multiple-family dwellings and rooming houses; correcting, clarifying, and conforming certain language; and generally relating to the licensing or registration of certain properties.

BY repealing and reordaining, without amendment

Article - Building, Fire, and Related Codes

Section(s) 2-103(BC § 202.2.29) and 7-102(PMC §§ 202.2.11 and 202.2.12)

Baltimore City Revised Code

(Edition 2000)

BY repealing and reordaining, with amendments

Article 13 - Housing and Urban Renewal

Section(s) 4-11, 5-19, 11-1, 11-2, and 11-4

Baltimore City Code

(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Revised Code

Article – Building, Fire, and Related Codes

Part II. International Building Code

§ 2-103. City modifications.

The additions, deletions, amendments, and other modifications adopted by the City are as follows:

202.2 Supplemental definitions. Notwithstanding any different definition in the International Building Code, the following terms have the meanings given in this § 202.2.

202.2.29 Person. “Person”:

- a. means any individual, sole proprietorship, corporation, limited liability company, firm, partnership, association, organization, joint venture, or other entity or group acting as a unit, executor, administrator, trustee, receiver, guardian, or other representative appointed by law, and
- b. whenever used in this Code with reference to liability or to the imposition of a penalty or fine, includes:

1. as to an unincorporated firm, partnership, association, organization, or joint venture, the partners or members of the firm, partnership, association, organization, or joint venture,
2. as to a corporation, the officers, trustees, agents, or members of the corporation who are responsible for the violation of any relevant code provision, and
3. in addition, the responsible officer, trustee, partner, or member designated on a Registration Statement made under City Code Article 13, Subtitle 4 {"Registration of Residential Properties"}.

Part VII. International Property Maintenance Code

§ 7-102. City modifications.

The additions, deletions, amendments, and other modifications adopted by the City are as follows:

202.2 Supplemental definitions Notwithstanding any different definition in the International Property Maintenance Code, the following terms have the meanings given in this § 202.2.

202.2.11 Owner. "Owner" means any person that:

- a. has a legal or equitable interest in the property,
- b. is recorded in the land records as holding title to the property, or
- c. otherwise has control of the property, with or without accompanying possession of the property, including:
 1. a guardian of the person or estate of an owner,
 2. a trustee, including a trustee in bankruptcy, of an owner, or
 3. the personal representative of the estate of an owner.

202.2.12 Person. "Person" has the meaning stated in § 202.2 of the Baltimore City Building Code.

Baltimore City Code

Article 13. Housing and Urban Renewal

Subtitle 4. Registration of Rental Properties

§ 4-11. [Civil penalties and interest] INTEREST AND LATE FEES.

(a) *In general.*

If a person fails to pay the registration fee imposed by this subtitle within 30 days of the date on which it is due, the person is liable for the following, in addition to the REGISTRATION fee:

- (1) interest at the rate of 1% for each month or fraction of a month that the REGISTRATION fee is overdue; and
- (2) a [penalty of] LATE FEE at the rate of 1% for each month or fraction of a month that the REGISTRATION fee is overdue.

(b) *Unpaid sum a personal debt and lien.*

- (1) All REGISTRATION fees, interest, and [penalties] LATE FEES provided for in this section are a personal debt owed by the owner of the dwelling unit.
- (2) These fees[, AND interest[, and penalties]:
 - (i) are a lien in favor of the Mayor and City Council of Baltimore on the dwelling unit; and
 - (ii) may be collected or enforced the same as any other debts or liens due to or in favor of the Mayor and City Council of Baltimore.

Subtitle 5. Licensing of Multiple-Family Dwellings and Rooming Houses

§ 5-19. [Civil penalties and interest] INTEREST AND LATE FEES.

(a) *In general.*

If a person fails to pay the license fee imposed by this subtitle within 30 days of the date on which it is due, the person is liable for the following, in addition to the LICENSE fee:

- (1) interest at the rate of 1% for each month or fraction of a month that the LICENSE fee is overdue; and
- (2) a [penalty] LATE FEE at the rate of 1% for each month or fraction of a month that the LICENSE fee is overdue.

(b) *Unpaid sum a personal debt and lien.*

- (1) All LICENSE fees, interest, and [penalties] LATE FEES provided for in this section are a personal debt owed by the owner and the lessee of the multiple-family dwelling or rooming house.
- (2) These fees[, AND interest[, and penalties]:
 - (i) are a lien in favor of the Mayor and City Council of Baltimore on the multiple-family dwelling or rooming house; and
 - (ii) may be collected or enforced the same as any other debts or liens due to or in favor of the Mayor and City Council of Baltimore.

Subtitle 11. Registration of Vacant Lots**§ 11-1. Definitions.**(a) *In general.*

[As used in] IN this subtitle, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED[:].

(b) *Building.*

“Building” means a structure or edifice of any kind constructed for the shelter, support, or enclosure of persons, animals, chattels, or operations.

(c) *Lot.*

“Lot” means an individual parcel of real property or a portion of a block, identified by a symbol, number, or mark given in accordance with [Section 42(b) of Article VII of the Charter of Baltimore City (1964 Revision, as amended)] ARTICLE VII, § 40(B) OF THE CITY CHARTER and shown on a block plat filed among the records of the Department of Public Works.

(D) *OWNER.*

(1) “OWNER” HAS THE MEANING STATED IN § 202.2.11 OF THE PROPERTY MAINTENANCE CODE, EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION.

(2) “OWNER” DOES NOT INCLUDE A GOVERNMENTAL ENTITY OR AN INSTRUMENTALITY OR UNIT OF A GOVERNMENTAL ENTITY.

(E) [(d)] *Vacant.*

“Vacant” means unimproved [by cultivation or] by [a] AN ASSESSED building [used or intended for sheltering any use or occupancy].

§ 11-2. Registration required.(a) *Owner to register annually.*

By [September 1, 1982 and each] September 1 [annually thereafter] OF EACH YEAR, [every] THE owner of a vacant lot THAT IS ASSESSED FOR \$100 OR MORE [shall] MUST file a registration statement with the Commissioner on a form to be provided by the Commissioner.

(b) *Registration fee.*

(1) [For each vacant lot there shall be] ~~EXCEPT AS OTHERWISE SPECIFIED IN THIS SECTION, an~~ THE annual registration fee ~~of is~~ [is] \$10] \$25 FOR EACH VACANT LOT, with a maximum fee of [\$2,500 per] \$5,000 FOR ~~EACH~~ ALL LOTS TITLED TO THE SAME owner of record[.].

(2) [to] THIS FEE MUST be paid at the time [the owner files the annual] OF registration [statement].

(C) ~~FEE EXCEPTION.~~

~~[(2) All owners which are] NO FEE IS CHARGED FOR A VACANT LOT THAT IS OWNED BY A NONPROFIT religious, CHARITABLE, OR educational[, benevolent, or charitable associations,] INSTITUTION OR~~

~~ORGANIZATION [and all governmental agencies, shall file the registration statement but shall be exempt from payment of the fee].~~

~~(b) [(c)]~~ *Purchaser to register on acquisition.*

(+) [Any person, partnership, business association, corporation, or business entity becoming an] A NEW owner of a vacant lot [subsequent to September 1 in any year shall] MUST, AT THE TIME OF ACQUISITION:

- (1) (+) file a registration statement [on the date of the property transfer but not be required to pay the annual fee until the following September]; AND
- (2) (+) PAY THE ANNUAL REGISTRATION FEE, UNLESS THAT FEE ALREADY WAS PAID BY THE PRIOR OWNER.

§ 11-4. [Civil penalties] INTEREST AND LATE FEES.

(a) *In general.*

[Any owner of a vacant lot liable] IF AN OWNER FAILS to pay the registration fee imposed by this subtitle[, who fails to pay said fee] within 30 days [from the time it becomes] OF THE DATE ON WHICH IT IS due [and payable], [shall be] THE OWNER IS liable FOR THE FOLLOWING, in addition to the REGISTRATION fee[, for a civil penalty on the amount of the fee at the rate of 1% per month or fraction thereof, plus]:

- (1) interest at the rate of 1% [per] FOR EACH month or fraction [thereof] OF A MONTH THAT THE REGISTRATION FEE IS OVERDUE; AND
- (2) A LATE FEE AT THE RATE OF 1% FOR EACH MONTH OR FRACTION OF A MONTH THAT THE REGISTRATION FEE IS OVERDUE.

(b) *[Penalty] REMEDY not exclusive.*

[Said penalty is] THE INTEREST AND LATE FEE IMPOSED BY THIS SECTION ARE in addition to ANY other penalties authorized by law.

(c) *UNPAID SUM A PERSONAL DEBT AND LIEN.*

- (1) ALL REGISTRATION FEES, INTEREST, AND LATE FEES PROVIDED FOR IN THIS SECTION ARE A PERSONAL DEBT OWED BY THE OWNER OF THE VACANT LOT.
- (2) THESE FEES AND INTEREST:
 - (I) ARE A LIEN IN FAVOR OF THE MAYOR AND CITY COUNCIL OF BALTIMORE ON THE VACANT LOT; AND
 - (II) MAY BE COLLECTED OR ENFORCED THE SAME AS ANY OTHER DEBTS OR LIENS DUE TO OR IN FAVOR OF THE MAYOR AND CITY COUNCIL OF BALTIMORE.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-833
(Council Bill 04-1417)**

AN ORDINANCE CONCERNING

**Urban Renewal — Washington Village —
Amendment 4**

FOR the purpose of amending the Urban Renewal Plan for Washington Village ~~to revise the boundary description for the project area;~~ to specify uses to be allowed, not allowed, regulated, conditioned, or otherwise limited in certain land use areas, to revise provisions for design and rehabilitation standards, to provide for the review by community organizations of all plans for new construction, exterior rehabilitation, demolition, use, or any exterior change of any kind, to authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes, to eliminate certain structures and disposition lots where development is complete, to propose a zoning district change, and to revise exhibits and appendices to reflect the changes in the Plan; correcting, clarifying, and conforming certain language; correcting certain references; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Washington Village was originally approved by the Mayor and City Council of Baltimore by Ordinance 79-1128 and last amended by Ordinance ~~99-578~~ 02-454.

An amendment to the Urban Renewal Plan for Washington Village is necessary ~~to revise the boundary description for the project area;~~ to specify uses to be allowed, not allowed, regulated, conditioned, or otherwise limited in certain land use areas, to revise provisions for design and rehabilitation standards, to provide for the review by community organizations of all plans for new construction, exterior rehabilitation, demolition, use, or any exterior change of any kind, to authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes, to eliminate certain structures and disposition lots where development is complete, to propose a zoning district change, and to revise exhibits and appendices to reflect the changes in the Plan.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

The project boundary is being amended to delete 2 square blocks bounded by Martin Luther King, Jr. Boulevard and Paca, Hamburg, and Russell Streets. These blocks were incorporated into the Carroll Camden Urban Renewal Plan by Ordinance 02-296, dated March 6, 2002.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for Washington Village are approved:

(1) ~~On page 1 of the Plan, in A.1., the first 10 lines are amended to read as follows:~~

~~Beginning for the same at the intersection of the north side of W. Lombard Street and the west side of Scott Street; thence binding on the north side of W. Lombard Street easterly to intersect the center line of Martin Luther King Jr. Boulevard; thence binding on the center line of Martin Luther King Jr. Boulevard southeasterly to intersect A POINT FORMED BY THE WEST SIDE OF S. PACA STREET EXTENDED [an extended straight line of the northwestern right-of-way line of Russell Street; thence binding on said straight line and the northwestern right-of-way line of Russell Street southwesterly to intersect the north side of W. Hamburg Street; thence binding on the north side of W. Hamburg Street northwesterly to intersect the west side of S. Paca Street]; thence binding on the west side of S. Paca Street EXTENDED southwesterly to intersect the north side of W. Ostend Street; thence binding~~

(1) ~~(2)~~ On page 1 of the Plan, in A.2., after “2. Objectives and Reasons for the Various Provisions of this Plan”, insert

THE OBJECTIVES OF THE WASHINGTON VILLAGE URBAN RENEWAL PLAN, (HEREINAFTER REFERRED TO AS “RENEWAL PLAN”) AS DETERMINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE (HEREINAFTER REFERRED TO AS “CITY”), ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HEREINAFTER REFERRED TO AS “DEPARTMENT”) AND THE COMMISSIONER THEREOF (HEREINAFTER REFERRED TO AS “COMMISSIONER”) ARE AS FOLLOWS:

(2) ~~(3)~~ On page 2 of the Plan, amend A.2.h. and A.2.i. to read as follows:

- h. To propose district changes to the Zoning [Ordinance] CODE of Baltimore City [which] THAT are appropriate to the Land Use Plan.
- i. To establish a plan review process to insure reasonable standards and controls for neighborhood design and development [which] THAT will result in sound design compatible with surrounding, existing land uses and [these] THE RENEWAL Plan objectives.

(3) ~~(4)~~ On page 2 of the Plan, amend A.2.3. to read as follows:

3. Properties Formerly in the Mt. Clare Urban Renewal Plan

The provisions of [this] THE RENEWAL Plan will now govern properties formerly part of the Mt. Clare Urban Renewal Area. These properties are listed in Appendix C.

(4) ~~(5)~~ On page 2 of the Plan, amend B. Land Use Plan to read as follows:

Only the use categories shown on the Land Use Plan, Exhibit 1, [shall be] ARE permitted within the project area. These are Residential, Community Business, Institutional, Public and Industrial. Accessory uses including landscaping, off-street parking and loading [will be] ARE permitted. In addition, certain uses, for the most part mixed uses, [will be] ARE permitted to continue subject to the provisions governing non-conforming and non-complying uses set forth [in Section B.6. and B.7.] below.

1. Residential

Residential uses [shall be] ARE those permitted under the R-8 and R-9 categories [set forth] OF [by] the Zoning [Ordinance] CODE of Baltimore City. The Zoning Districts map, Exhibit 4, indicates the applicable zoning districts.

2. Community Business

In the area designated Community Business on the Land Use Plan, uses [shall be] ARE limited to those [uses] permitted under the B-2 category of the Zoning [Ordinance] CODE of Baltimore City except for: [apartment hotels; blood donor centers; carry out food shops; check cashing agencies; private clubs and lodges, non-profit; liquor stores--package goods; and religious institutions, as follows: (a) churches, temples, synagogues, (b) convents, seminaries, and monasteries.]

APARTMENT HOTELS
 BAIL BOND OFFICES
 BLOOD DONOR CENTERS
 CARRY-OUT FOOD SHOPS - 24 HOUR
 (EXCEPT AS A CONDITIONAL USE WITH BMZA APPROVAL)
 CHECK CASHING AGENCIES
 CLUBS AND LODGES: PRIVATE NONPROFIT
 LIQUOR STORES: PACKAGE GOODS
 NOVELTY SHOPS (EXCEPT AS A CONDITIONAL USE WITH BMZA APPROVAL)
~~RELIGIOUS INSTITUTIONS AS FOLLOWS: CHURCHES, TEMPLES, SYNAGOGUES,~~
~~CONVENTS, SEMINARIES, AND MONASTERIES~~
 VARIETY STORES (EXCEPT AS A CONDITIONAL USE WITH BMZA APPROVAL)
 VIDEO MOVIES: SALES AND RENTALS
 (EXCEPT AS A CONDITIONAL USE WITH BMZA APPROVAL).

In the area designated Community Business on the Land Use Plan, conditional uses [shall be] ARE limited to those conditional uses permitted under the B-2 category of the Zoning [Ordinance] CODE of Baltimore City except for: [automobile accessory stores-- including related repair and installation services; automobile service stations; garages, other than accessory, for storage, repair, and servicing of motor vehicles, not over one and one-half tons capacity - but not including body repair, painting, or engine rebuilding); massage salons; handgun sales--when in a business establishment permitted in a Business District; rifle and shotgun sales--when in a business permitted in a Business District; private clubs and lodges; homes for the rehabilitation of non-bedridden alcoholic persons and for the care and custody of homeless persons; and pawn shops.]

AUTOMOBILE ACCESSORY STORES - INCLUDING RELATED REPAIR AND
 INSTALLATION SERVICES
 CLUBS AND LODGES: PRIVATE
 COMMUNITY CORRECTION CENTERS

FIREARM SALES - WHEN IN A BUSINESS ESTABLISHMENT PERMITTED IN A
 BUSINESS DISTRICT
 GARAGES, OTHER THAN ACCESSORY, FOR STORAGE, REPAIR AND SERVICING OF
 MOTOR VEHICLES NOT OVER 1½ TONS CAPACITY - BUT NOT INCLUDING BODY
 REPAIR, PAINTING, OR ENGINE REBUILDING
 GASOLINE SERVICE STATIONS
 HOMES FOR THE REHABILITATION OF NON-BEDRIDDEN ALCOHOLICS AND FOR THE
 CARE AND CUSTODY OF HOMELESS PERSONS
 MASSAGE SALONS
 PAROLE AND PROBATION FIELD OFFICES
 PAWNSHOPS
 POOL HALLS AND BILLIARD PARLORS
 RESTAURANTS: DRIVE-IN
 SUBSTANCE ABUSE TREATMENT CENTERS.

3. Planned Unit Development

Only THOSE uses permitted under the Mt. Clare Junction Shopping Center Planned Unit Development {Ordinance (No. 711, adopted June 27, 1986)}; ~~ORDINANCE 86-711~~ and a Planned Unit Development Ordinance for the property known as 701 Washington Boulevard approved by the Mayor and City Council, [shall be] ARE allowed. To the extent there exists any conflict between the provisions of this Renewal Plan and the standards and controls of any Planned Unit Development legislation approved by the Mayor and City Council, the standards and controls of the Planned Unit Development, including, without limitation, those affecting use, signage, and bulk regulations, control.

4. Institutional

In the area designated Institutional on the Land Use Plan, the use of the property [shall be] IS for a museum and only those uses deemed to be accessory to a museum [shall be] ARE permitted.

5. Public

In the area designated Public on the Land Use Plan, uses [shall be] ARE limited to parks, playgrounds, plazas, and malls, active and passive recreation, schools and related educational facilities, neighborhood centers, public offices, libraries, fire houses, parking, and other public facilities.

6. Industrial

In the area designated Industrial on the Land Use Plan, [the] uses [permitted shall be] ARE LIMITED TO those permitted under the M-1 and M-2 categories of the Zoning [Ordinance] CODE of Baltimore City, except for: [atomic reactors; coal yards; packing houses; automobile service stations; waste disposal; boiler works; stables for horses; coal--distillation; abrasives - manufacturing; acids - manufacturing; ammonia - manufacturing; asbestos products - manufacturing; glue and sizing - manufacturing; insecticides - manufacturing; and flammable liquids – manufacturing and storage.]

ABRASIVES - MANUFACTURING
 ACIDS - MANUFACTURING
 AMMONIA - MANUFACTURING

ASBESTOS PRODUCTS - MANUFACTURING
 ATOMIC REACTORS
 AUTOMOBILE SERVICE STATIONS
 BOILER WORKS
 COAL - DISTILLATION
COAL YARDS
 FLAMMABLE LIQUIDS - MANUFACTURING AND STORAGE
 GLUE AND SIZING - MANUFACTURING
 INSECTICIDES - MANUFACTURING
 PACKING HOUSES
 STABLES FOR HORSES
 WASTE DISPOSAL.

7. ~~Non-Conforming~~ NONCONFORMING USE

A LAWFULLY EXISTING USE OF A BUILDING OR OTHER STRUCTURE OR OF LAND THAT DOES NOT CONFORM TO THE APPLICABLE USE REGULATIONS OF THE ZONING CODE OF BALTIMORE CITY MAY BE CONTINUED AS A "NONCONFORMING USE" ONLY AS PROVIDED IN TITLE 13 OF THE ZONING CODE. A LAWFULLY EXISTING USE OF A BUILDING OR OTHER STRUCTURE OR OF LAND THAT DOES NOT COMPLY WITH THE LAND USE REGULATIONS OF THIS PLAN IS ALLOWED TO CONTINUE FOR AN INDEFINITE PERIOD OF TIME. [A non-conforming use is any lawfully existing use of a building or other structure, or of land which does not conform to the applicable use regulations of the district in which it is located according to Article 30 of the Baltimore City Code (1996 Replacement Volume, with amendments to September, 1996, titled "Zoning Ordinance". Non-conforming uses shall be permitted to continue subject to the provisions of Chapter 8 of said Article 30, titled "Non-Conformance".]

8. ~~Non-complying~~ NONCOMPLYING STRUCTURE

A LAWFULLY EXISTING STRUCTURE THAT DOES NOT COMPLY WITH THE BULK REGULATIONS OF THE ZONING CODE OF BALTIMORE CITY MAY BE CONTINUED AS A "NONCOMPLYING STRUCTURE" ONLY AS PROVIDED IN TITLE 13 OF THE ZONING CODE. NONCOMPLYING STRUCTURES ARE REGULATED BY TITLE 13 OF THE ZONING CODE OF BALTIMORE CITY. [A non-complying structure, as set forth in Chapter 8 of Article 30 of the Baltimore City Code (1996 Replacement Volume, with amendments to September 1996), titled "Zoning Ordinance", is any lawfully existing structure which does not comply with the bulk regulations of the zoning district in which it is located. These non-complying structures shall be permitted to continue subject to the provisions of said Chapter 8.]

[In addition, a non-complying use, when such term is used herein, is any lawfully existing use of a building or other structure, or of land, which does not comply with the land use regulations of this Plan. These non-complying uses shall be permitted to continue for an indefinite period of time, except that:]

- [(1) any non-complying land use which is discontinued for a period exceeding 12 months shall not be reestablished.]
- [(2) no change, in the permanent physical members of a structure, such as bearing walls, columns, beams, or girders, or no substantial change in the roof or in the exterior walls shall be made in or to a building or structure except those required by law or except to make the building and use thereof conform to the regulations of this Plan; and]

[(3) no non-complying land use shall be changed to any other non-complying land use.]

(5) (6) Beginning on page 4 of the Plan, amend C. Techniques Used to Achieve Objectives to read as follows:

1. Acquisition

a. Purposes for Acquiring Properties within the Project Area

Properties designated for acquisition on the Property Acquisition map, Exhibit 2, will be acquired either for clearance and redevelopment, for rehabilitation, or for public facilities.

b. Conditions Under Which Properties Not Designated for Acquisition May be Acquired

(1) Non-Salvable and Non-Compliance with [provisions] PROVISIONS

It may be necessary to acquire by purchase or by condemnation for urban renewal purposes the fee simple interest or any lesser interest in and to [such remaining] THE properties or portions [thereof] OF THEM in [Washington Village] THE PROJECT AREA not specifically designated IN THE RENEWAL PLAN [for acquisition on the Property Acquisition map, Exhibit 2], as may BE deemed necessary and proper by the Commissioner [of the Department of Housing and Community Development] to effect the proper implementation of the [project] RENEWAL PLAN. This may include:

(a) any property in the [project area] PROJECT AREA containing a non-salvable structure. i.e., a structure [which] THAT, in the opinion of the Commissioner, [of the Department of Housing and Community Development] cannot be economically rehabilitated.

(b) any property the owner of which is unable or unwilling to comply or conform to the codes and ordinances of Baltimore City ~~AND THE DESIGN AND REHABILITATION STANDARDS SET FORTH IN THE RENEWAL PLAN~~ within 12 months from the date of written notice of the required improvements. The Department [of Housing and Community Developments], after due consideration that the property owner has failed to achieve substantial conformity with the codes and ordinances of Baltimore City ~~AND THE DESIGN AND REHABILITATION STANDARDS~~, may acquire [such] THAT property pursuant to the Eminent Domain Law of this State as if the property had originally been planned for acquisition after 90 [days] DAYS' written notice to the owner. The Department [of Housing and Community Development preserves] RESERVES the right to acquire any such ~~non-complying~~ NONCOMPLYING property for a period of [two (2)] 2 years from the date of [said] THE written [90 days] notice by the Department [of Housing and Community Development].

(2) Rehabilitation by the Department [of Housing and Community Development] or [others] OTHERS

It may be necessary to acquire by purchase or condemnation the fee simple interest, or any lesser interest in and to such of the remaining properties not specifically designated for acquisition on the Property Acquisition map in order to carry out

rehabilitation by the Department [of Housing and Community Development] or for resale.

These properties are being acquired because:

- (a) it is necessary to make residential [structure] STRUCTURES available for use for low- and moderate-income families; or
- (b) rehabilitation on a structure-by-structure basis is infeasible, and assemblage of a group of properties is required to carry out the objectives [set forth] in [this] THE RENEWAL PLAN; or
- (c) rehabilitation of individual, scattered properties is necessary in order to remove blighting influences from otherwise sound residential blocks.

c. Actions to be followed by the Department [of Housing and Community Development] Upon Acquisition of Properties

Upon the acquisition of THE [such] properties, the Department [of Housing and Community Development] will either:

- [(1) demolish the structure or structures thereon and dispose of the land for redevelopment uses in accordance with this Plan; or]
- (1) [(2)] sell or lease the property subject to rehabilitation in conformance with the codes and ordinances of Baltimore City and the [Property] DESIGN AND Rehabilitation Standards [set forth] in [this] THE RENEWAL Plan; or
- (2) [(3)] rehabilitate the property in conformance with the codes and ordinances of Baltimore City and the [Property] DESIGN AND Rehabilitation Standards [set forth] in [this] THE RENEWAL Plan and dispose of property in accordance with applicable regulations. If sale cannot be consummated by the time rehabilitation is accomplished, property may be rented pending continuing sale efforts.
- (3) IF, AFTER 9 MONTHS THE DEPARTMENT IS UNABLE TO SELL, LEASE, OR REHABILITATE THE PROPERTY, IT MAY DEMOLISH THE STRUCTURE OR STRUCTURES AND DISPOSE OF THE LAND FOR REDEVELOPMENT USES IN ACCORDANCE WITH THE RENEWAL PLAN. PRIOR TO DEMOLITION OF B-2-3 ZONED PROPERTIES, THE DEPARTMENT MUST DETERMINE THAT THE STRUCTURE OR STRUCTURES ARE NOT LISTED, NOR ELIGIBLE FOR LISTING AS HISTORIC. THE DEPARTMENT MAY WISH TO CONSULT WITH THE COMMISSION FOR HISTORICAL AND ARCHITECTURAL PRESERVATION IN THOSE CASES.

2. Relocation

- a. The Department [of Housing and Community Development] assures that before individuals or families are displaced from their dwelling units due to the requirements of [this] THE RENEWAL Plan, standard housing within the displacees' financial means [shall] MUST be provided. Residents living within the [project area] PROJECT AREA, if displaced through the requirements of [this] THE RENEWAL Plan, [shall] MUST be given a priority by the Department [of Housing and Community Development] to any housing within the [project area] PROJECT AREA over which the Department has direct control.

- b. The Department [of Housing and Community Development] assures that before firms or individual businesses are displaced from their present location of operation due to the requirements of [this] THE RENEWAL Plan, standard commercial structures within the displacees' financial means, in or near the [project area] PROJECT AREA, [shall] MAY be identified. Businesses displaced because of the requirements of [this] THE RENEWAL Plan [shall] MUST be given favorable consideration, but not necessarily priority, by the Department [of Housing and Community Development] in the review of commercial redevelopment proposals.

3. Demolition

All applications for demolition permits [shall] MUST be submitted to the Department [of Housing and Community Development] for review and approval. Upon finding that the proposed demolition OF B-2-3 ZONED PROPERTIES is consistent with the objectives of the [Urban] Renewal Plan, the Commissioner MUST ENSURE THAT THE PROPOSED DEMOLITION WILL NOT ADVERSELY AFFECT A LISTED, ELIGIBLE, OR POTENTIALLY ELIGIBLE HISTORIC PROPERTY. ~~THE DEPARTMENT MAY WISH TO CONSULT WITH THE COMMISSION FOR HISTORICAL AND ARCHITECTURAL PRESERVATION ON THIS ISSUE.~~ IF THE DEPARTMENT RENDERS A FINDING OF NO ADVERSE AFFECT, THE COMMISSIONER [of the Department of Housing and Community Development shall] MUST authorize the issuance of the necessary permit. If the Commissioner finds that the proposal is inconsistent with the objectives of the [Urban] Renewal Plan and [therefore] denies the issuance of the permit, the Commissioner [shall] MUST, within 90 days of [such] THE denial, seek approval of the Board of Estimates to acquire for and on behalf of the [Mayor and] City [Council of Baltimore] the property, in whole or in part, on which [said] THE demolition was to have occurred by purchase, lease, condemnation, gift, or other legal means for the renovation, rehabilitation, and disposition [thereof] OF IT. In the event[.] that the Board of Estimates does not authorize the acquisition, the Commissioner [shall] MUST, without delay, issue the demolition permit.

- a. Within 30 days of commencement of demolition, all debris must be removed, and the lot graded and seeded.
- b. Immediately following lot clean-up, a lot left vacant by the removal of the principal structure must be treated as follows:
 - (1) the street frontage of a mid-block vacant lot must be screened by a durable masonry wall or solid wood fence with a minimum height of 48 inches; and
 - (2) A corner lot must be provided with landscape treatments. Landscape treatment encompasses the planting of any, all, or a combination of the following: trees, shrubs, ground cover, grass and flowers. The amount of landscape treatment should be determined by the adjacent uses and conditions. All screening and landscaping [shall] MUST be maintained BY THE PROPERTY OWNER in good condition.
- c. All vacant lots and fencing must be well maintained BY THE PROPERTY OWNER and BE free of trash and debris.

4. Review of Development

a. Department [of Housing and Community Development] Review

The Department [of Housing and Community Development] specifically reserves the right to review and approve the [Developer's] plans and specifications for development or rehabilitation with respect to their conformance with the provisions of the Renewal Plan and in order to achieve harmonious development of the [project area] PROJECT AREA. [Such review and approval shall] THE DEPARTMENT ALSO RESERVES THE RIGHT TO REFUSE TO APPROVE ANY DRAWING, PLAN, OR SPECIFICATION THAT IS NOT SUITABLE OR DESIRABLE, IN ITS OPINION, FOR AESTHETIC OR FUNCTIONAL REASONS; AND, IN REVIEWING THE DRAWING, PLAN, AND SPECIFICATION, IT HAS THE RIGHT TO take into consideration, but [shall] IS not [be] limited to, the suitability of the site plan, architectural treatment, building plans, elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, streets, sidewalks, and the harmony of the plans with the surroundings.

The Department [of Housing and Community Development] will fully utilize the Design Advisory Panel and the Site Plan Review Committee to work with [Developers] developers in the achievement of high quality site, building, and landscape design.

b. Review of Plans for New Construction, Exterior Rehabilitation, or Change in Use

All plans for new construction (including parking lots), rehabilitation, or change in use of any property not to be acquired under the provisions of [this] THE RENEWAL Plan [shall] MUST be submitted to the Department [of Housing and Community Development] for review. The plans will then be forwarded to the Department of Planning for review as to compliance with [this] THE RENEWAL Plan. [Only upon] UPON finding that the proposed plans are consistent with the objectives and requirements of the [Urban] Renewal Plan, [shall] the Commissioner [of the Department of Housing and Community Development] WILL authorize the processing of the plans for issuance of a building permit. The provisions of this section are in addition to and not in lieu of all other applicable laws and ordinances relating to new construction.

c. Community Review

1. The [Commissioner of the] Department [of Housing and Community Development may] MUST submit to the Southwest Community Council, or its successor or its assignee, for its review and comment, the plans for development or rehabilitation on any property not to be acquired. The Southwest Community Council, or its successor or assignee, [shall] MUST advise the Department [of Housing and Community Development] of its recommendations regarding the acceptability and/or priority of all plans and proposals. The written comments [shall] MUST be transmitted to the Department no later than 4 weeks after the proposals and/or plans have been submitted to the Southwest Community Council, or its successor or its assignee; otherwise, it is presumed that the proposals and/or plans are acceptable. The Commissioner [of the Department of Housing and Community Development] retains the final authority to approve or disapprove all plans and to grant or withhold development priorities, disposing of redevelopment land through procedures established by the Department [of Housing and Community Development].

2. THERE IS A COMMUNITY REVIEW PANEL FOR THE B-2-3 ZONED PROPERTIES, CALLED THE "COMMERCIAL DISTRICT REVIEW PANEL," HEREIN REFERRED TO AS THE "REVIEW PANEL" TO EXPEDITE THE REVIEW AND APPROVAL OF SIGNIFICANT REHABILITATION PLANS AND PERMITS, AND TO PROVIDE LOCAL TECHNICAL ASSISTANCE TO PROPERTY OWNERS AND MERCHANTS WITHIN THE COMMUNITY BUSINESS AREAS ZONED B-2-3. THE REVIEW PANEL MUST ADOPT BY-LAWS WITHIN 6 MONTHS OF ITS ESTABLISHMENT. THE REVIEW PANEL IS COMPOSED OF THE FOLLOWING MEMBERS:

- BUSINESS OWNERS LOCATED IN THE COMMUNITY BUSINESS AREA (B-2-3) (3 PERSONS);
- THE EXECUTIVE DIRECTOR OF THE LOCAL COMMERCIAL REVITALIZATION PROGRAM OR "MAIN STREET" ORGANIZATION OR ITS SUCCESSOR (1 PERSON);
- OFFICIAL MEMBERS OF THE LOCAL COMMERCIAL REVITALIZATION PROGRAM OR "MAIN STREET" ORGANIZATION OR ITS SUCCESSOR (2 PERSONS);
- COMMUNITY ASSOCIATION REPRESENTATIVES WHO ARE RESIDENTS IN THE URBAN RENEWAL AREA AND NOMINATED BY THE SOUTHWEST COMMUNITY COUNCIL OR ITS SUCCESSOR (3 PERSONS); AND
- THE DEPARTMENT ACTING THROUGH THE BALTIMORE DEVELOPMENT CORPORATION'S DIVISION OF COMMERCIAL REVITALIZATION (1 NON-VOTING PERSON).

- A. IT SHALL BE THE RESPONSIBILITY OF THE DEPARTMENT ACTING THROUGH BALTIMORE DEVELOPMENT CORPORATION'S DIVISION OF COMMERCIAL REVITALIZATION TO SUPERVISE THAT PART OF THIS ~~URBAN~~ RENEWAL PLAN DEALING WITH PERMITS, DESIGN, CODE ENFORCEMENT AND INSPECTION, AND CONSIDERING IN ITS DECISION-MAKING THE RECOMMENDATIONS OF THE REVIEW PANEL.

THE PROPERTY OWNER MUST OBTAIN ALL OTHER APPLICABLE PERMITS AND APPROVALS IN ADDITION TO THOSE REQUIRED BY THIS RENEWAL PLAN.

- B. THE ROLE OF THE REVIEW PANEL IS AS FOLLOWS:

- (1) ONE OR MORE MEMBERS OF THE PANEL OR ITS DESIGNEE WILL MEET WITH APPLICANTS, IF REQUESTED, TO REVIEW THE PROVISIONS OF THE RENEWAL PLAN PRIOR TO THE APPLICANT SEEKING APPROVAL FROM THE DEPARTMENT.
- (2) THE REVIEW PANEL OR ITS DESIGNEE WILL PROVIDE WRITTEN RECOMMENDATIONS TO THE DEPARTMENT ON ALL SIGNIFICANT PERMIT APPLICATIONS WITHIN THE B-2-3 ZONING DISTRICTS THAT PROPOSE ANY CHANGES GOVERNED BY THE DESIGN AND REHABILITATION STANDARDS (APPENDIX B OF THIS RENEWAL PLAN).
- (3) THE REVIEW PANEL MUST MEET AS OFTEN AS REQUIRED IN ORDER TO PROVIDE REVIEW SERVICES WITHIN 15 WORKING DAYS FROM THE DATE OF RECEIPT.

- (4) THE REVIEW PANEL OR ITS DESIGNEE, IF REQUESTED, WILL REVIEW APPLICATIONS FOR EXTENSIONS TO THE COMPLIANCE PERIOD FOR OWNERS OF OCCUPIED BUILDINGS AND ALL WAIVER REQUESTS.
- (5) THE REVIEW PANEL OR ITS DESIGNEE WILL ASSIST THE DEPARTMENT IN THE IDENTIFICATION AND CORRECTION OF VIOLATIONS OF THIS RENEWAL PLAN.
- (6) THE REVIEW PANEL OR ITS DESIGNEE WILL PUBLISH AN ANNUAL REPORT OF ITS ACTIVITIES FOR THE PREVIOUS YEAR AND MAKE RECOMMENDATIONS FOR IMPROVING AND IMPLEMENTATION OF THIS RENEWAL PLAN.
- (7) IF THE REVIEW PANEL FAILS TO CARRY OUT ITS DUTIES, THE COMMISSIONER MAY TAKE OVER ITS DUTIES FOLLOWING 30 DAYS' NOTICE TO THE REVIEW PANEL, THE SOUTHWEST COMMUNITY COUNCIL, AND THE LOCAL COMMERCIAL REVITALIZATION PROGRAM OR "MAIN STREET" ORGANIZATION OR THEIR SUCCESSORS.

5. Zoning

All appropriate provisions of the Zoning [Ordinance] CODE of Baltimore City [shall] apply to properties in the Washington Village Urban Renewal Area. Any change in the Zoning [Ordinance] CODE embodied in [this Urban] THE Renewal Plan and designated on Exhibit 4, Zoning Districts, [shall] MUST be approved by ordinance in accordance with the procedural requirements of the Zoning [Ordinance] CODE and Article 66-B of the Annotated Code of Maryland [(1957 Edition, as amended)].

- (6) ~~(7)~~ On page 7 of the Plan, amend D. Duration of Provisions and Requirements to read as follows:

The Washington Village Urban Renewal Plan, as it may be amended from time to time, [shall be in] REMAINS IN FULL FORCE AND effect for a period of 40 years from the date the RENEWAL Plan is last amended by the Mayor and City Council of Baltimore.

- (7) ~~(8)~~ On page 7 of the Plan, amend E. Procedures for Changes in Approved Plan to read as follows:

The Department [of Housing and Community Development shall] MUST submit to the Southwest Community Council, OR THE COMMERCIAL DISTRICT REVIEW PANEL AS APPROPRIATE, or [its successor] THEIR SUCCESSORS, for review and comment, all proposed amendments to the [urban renewal plan] RENEWAL PLAN no later than [at] the time the proposed amendments are submitted to the Director of the Department of Planning. THE SOUTHWEST COMMUNITY COUNCIL, OR THE COMMERCIAL DISTRICT REVIEW PANEL, CAN PROVIDE THE DEPARTMENT WITH THE NAMES AND ADDRESSES OF LOCAL CIVIC ORGANIZATIONS WITHIN THE PROJECT AREA THAT ARE DIRECTLY OR INDIRECTLY AFFECTED BY THE PROPOSED CHANGES SO THAT THE DEPARTMENT CAN FULLY SOLICIT WRITTEN COMMENTS AND RECOMMENDATIONS. THE DEPARTMENT AND THE ABOVE MENTIONED ORGANIZATIONS WILL MAKE EVERY EFFORT TO CONTACT BUSINESS AND PROPERTY OWNERS IN THE B-2-3 ZONING DISTRICTS IF PROPOSED AMENDMENTS WILL AFFECT THE B-2-3 DISTRICTS. [The] ALL written comments and recommendations from this review [shall] MUST be submitted to the Department [of Housing and Community Development] no later than 4 weeks after they have been submitted to the Southwest Community Council, OR THE COMMERCIAL DISTRICT REVIEW PANEL, or [its successor] THEIR SUCCESSORS; otherwise, it is presumed the proposed changes are satisfactory. Prior to passage of any ordinance amending the [urban renewal plan] RENEWAL PLAN, a public hearing [shall] MUST be held. The Southwest Community Council, THE COMMERCIAL DISTRICT REVIEW PANEL AND ALL AFFECTED CIVIC ORGANIZATIONS WITHIN THE PROJECT AREA, or [its successor] THEIR SUCCESSORS, [shall] MUST

receive, at least [ten (10)]10 days prior to [such] THE hearing, written notice of the time and place of [such] THE hearing. With respect to any land in the ~~project area~~ PROJECT AREA previously disposed of by the City for use in accordance with the [urban renewal plan] RENEWAL PLAN, the then owner of [such] THE land whose interests [therein] IN THE RENEWAL PLAN are materially affected by [such] changes [shall] MUST receive at least [ten] 10 days prior to [such] THE hearing written notice of the time and place of [such] THE hearing and information as to where a copy of the proposed amendments may be inspected.

- (8) ~~(9)~~ On page 7 of the Plan, amend F. Violations to read as follows:

Any person that violates any of the provisions of [this] THE Ordinance APPROVING THE RENEWAL PLAN [will] IS [be] subject to a fine not exceeding [\$100] \$500, and each day's violation constitutes a separate offense.

- (9) ~~(10)~~ On page 8 of the Plan, amend G. Separability to read as follows:

In the event it [be] IS judicially determined that any word, phrase, clause, sentence, paragraph, section or part in or of [this] THE RENEWAL Plan or the application [thereof] OF IT to any person or circumstances is invalid, the remaining provisions and the application of [such] THE provisions to other persons or circumstances [shall] ARE not [be] affected [thereby], it being [hereby] declared that the remaining provisions of [this] THE RENEWAL Plan without the word, phrase, clause, sentence, paragraph, section or part, or the application [thereof] OF IT , so held invalid, would have been adopted and approved.

- (10) ~~(11)~~ After page 8 of the Plan, amend Appendix A to read as follows:

Appendix A

Land Disposition Controls

DISPOSITION LOTS AND STRUCTURES TO HAVE BEEN REHABILITATED THAT WERE INCLUDED PRIOR TO AMENDMENT NO. 3, BUT WHICH HAVE SUBSEQUENTLY BEEN DISPOSED OF TO A REDEVELOPER, HAVE BEEN DELETED FROM THIS RENEWAL PLAN. THE SPECIFIC CONTROLS FOR THESE LOTS, AS CONTAINED IN PREVIOUS AMENDMENTS AND IN INDIVIDUAL DISPOSITION AGREEMENTS, ARE NONETHELESS STILL IN EFFECT.

Land and property interests acquired by the Mayor and City Council within the PROJECT [area] AREA will be disposed of by sale, lease, conveyance of transfer or other means available to the City, in accordance with the Land Disposition map, Exhibit 3. The parcels shown on Exhibit 3 are schematic and approximate. The Department [of Housing and Community Development shall have] HAS the right, in its discretion, to fix their precise boundaries and size. For purposes of disposition, the parcels or lots, as shown on Exhibit 3, may be subdivided or combined.

1. Provisions Applicable to All Land and Property Acquired for Disposition

The following regulations, controls, and restrictions will be implemented where applicable by covenants, or other provisions in the agreements for land disposition and instruments of conveyance executed pursuant thereto:

a. General Provisions

- (1) STRUCTURES SHOWN TO BE REHABILITATED ON EXHIBIT 3 MUST COMPLY WITH THE REQUIREMENTS OF APPENDIX B, DESIGN AND REHABILITATION STANDARDS, AT A MINIMUM.

[Vehicular access of Martin Luther King, Jr. Boulevard shall be prohibited from Disposition Lots 2, 3, 4, and 5.]

[b. Residential Disposition Lot 21

- (1) The existing structure shall be retained and rehabilitated for residential use only.
- (2) If an addition to the existing rear structure is proposed, its height shall not exceed the roofline of the primary structure.
- (3) The former school yard shall be used for off-street parking only.
- (4) The parking area shall be screened along Sargeant Street with a combination of landscaping and a fence no higher than 4 feet in height or a brick wall which is 3 feet and 6 inches in height.]

[c. Community Business Disposition Lots

- (1) The maximum floor area ratio on Disposition Lot 2 shall not exceed 2.5. The maximum floor area ratio on Disposition Lot 3 shall not exceed 1.0.
- (2) There shall be no vehicular entrances from Washington Boulevard to off-street parking areas.]

[d. Industrial Disposition Lots

- (1) The maximum floor area ratio shall not exceed 2.0.
- (2) Building setback from Hamburg Street shall be 20 feet; from Russell and Paca Streets the setback shall be 10 feet.]
- (2) [(3)] No noxious trade or activity [shall] MAY be carried on within the [project area] PROJECT AREA, nor [shall] MAY anything be done therein [which] THAT may be or become an annoyance or a nuisance to the [project area] PROJECT AREA by reason of unsightliness or the excessive emissions of odors, dust, fumes, smoke, noise, glare or heat. [The uses shall comply with the Performance Standards of Section 7.1.1e of the Zoning Ordinance of Baltimore City.]

[e. Public Disposition Lots

These lots shall be developed for recreation and/or open space.]

2. Community Review

The Department [of Housing and Community Development shall] MUST submit to the Southwest Community Council, or its successor or assignee, for review and comment WITHIN 30 DAYS, the form and content of all SIGNIFICANT proposals to redevelop land to be disposed

of and the preliminary and proposed final construction plans for each SIGNIFICANT disposition lot OR STRUCTURE TO BE REHABILITATED AS designated in the RENEWAL Plan. THE DEPARTMENT MUST SUBMIT TO THE COMMERCIAL DISTRICT REVIEW PANEL, OR ITS SUCCESSOR OR ASSIGNEE, FOR REVIEW AND COMMENT WITHIN 30 DAYS, THE FORM AND CONTENT OF ALL PROPOSALS TO REHABILITATE STRUCTURES OR TO REDEVELOP LAND TO BE DISPOSED OF WITHIN THE B-2-3 ZONING DISTRICTS AND THE PRELIMINARY AND PROPOSED FINAL CONSTRUCTION PLANS FOR EACH DISPOSITION LOT OR STRUCTURE TO BE REHABILITATED AS DESIGNATED IN THE RENEWAL PLAN.

(11) ~~(12)~~ After page 10 of the Plan, amend Appendix B to read as follows:

Appendix B

Design and Rehabilitation Standards

Over and above the codes and ordinances of the City of Baltimore, the following additional standards [shall] ARE [be] applied to all properties within the Washington Village Urban Renewal Area, whether occupied or vacant.

~~IF A BUILDING IS LISTED, INDIVIDUALLY OR AS CONTRIBUTING TO A HISTORIC DISTRICT, IN THE NATIONAL REGISTER OF HISTORIC PLACES OR THE MARYLAND HISTORIC SITES INVENTORY, OR AS HISTORIC BY THE COMMISSION FOR HISTORIC AND ARCHITECTURAL PRESERVATION OF THE CITY OF BALTIMORE, THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS SHALL ALSO BE FOLLOWED.~~

THE DEPARTMENT MUST BE RESPONSIBLE FOR INTERPRETING THESE DESIGN AND REHABILITATION STANDARDS IN ALL AREAS OF THE WASHINGTON VILLAGE URBAN RENEWAL AREA; HOWEVER, IN THE B-2-3 ZONING DISTRICTS, THE COMMERCIAL DISTRICT REVIEW PANEL, OR ITS SUCCESSOR, MUST HAVE INPUT INTO THIS INTERPRETATION.

1. Windows

- a. Windows not in the front of the building [shall] MUST be kept properly repaired or, with Fire Department approval, may be closed, in which case sills, lintels, and frames must be removed and the opening properly closed to match the material, design, and finish of the adjacent wall.
- b. All windows must be tight-fitting, WITHIN THE ROUGH OPENING, and have sashes of proper size and design. Sashes with rotten wood, broken joints, or loose mullions or muntins [shall] MUST be replaced. All broken and missing windows and glass blocks [shall] MUST be replaced with glass [or approved plastic glazing]. All exposed wood [shall] MUST be repaired and painted.
- c. Window openings in upper floors of buildings facing streets [shall] MUST not be filled or boarded up. Windows in unused areas of the upper floors may be backed by a solid surface on the inside of the glass. Window [panes] GLASS [shall] MUST not be painted.
- D. REPLACEMENT WINDOWS IN UPPER FLOORS FACING STREETS MUST FIT TIGHTLY WITHIN THE ROUGH OPENING. BLOCKING DOWN, BLOCKING UP, OR NARROWING THE WIDTH OF THE WINDOW SASH OR FRAME IS NOT PERMITTED.

- E. SHUTTERS MUST NOT BE ADDED TO WINDOWS UNLESS THEY WERE HISTORICALLY LOCATED ON THE BUILDING.

2. Building Fronts and Sides Abutting Street

- a. All defective structural and decorative elements of building fronts and sides abutting streets [shall] MUST be repaired or replaced in a workmanlike manner to match as closely as possible the original materials and construction of that building. All damaged, sagging, or otherwise deteriorated storefronts, [show] DISPLAY windows, TRANSOM WINDOWS, or entrances [shall] MUST be repaired or replaced TO MATCH AS CLOSELY AS POSSIBLE THE ORIGINAL MATERIALS AND CONSTRUCTION OF THE STOREFRONT.
- b. All cornices, upper story windows and all other portions of a building containing wood trim [shall] MUST be made structurally sound. Rotten or weakened portions [shall] MUST be removed and repaired or replaced IN WOOD OR SUBSTITUTE MATERIAL APPROVED BY THE DEPARTMENT, OR IF THE BUILDING IS LOCATED IN THE B-2-3 ZONING DISTRICTS, BY THE COMMERCIAL DISTRICT REVIEW PANEL, OR ITS SUCCESSOR. All exposed wood [shall] MUST be painted [or stained, or otherwise treated] for protection.
- c. Adjoining buildings used by the same occupant [shall] MUST be rehabilitated in a [unified and] harmonious manner. Each building [shall] MUST be rehabilitated and repaired with materials and in a manner consistent with the original MATERIALS AND construction techniques where TECHNICALLY AND ECONOMICALLY feasible.
- d. All exterior front or side walls [which] THAT have not been wholly or partially resurfaced or built over [shall] MUST be repaired and cleaned or painted in a workmanlike manner. Brick walls [shall] MUST be painted where necessary. Painted masonry walls [shall] MUST have loose material removed and be painted a single color except for trim [which] THAT may be another color. Patched walls [shall] MUST match the existing adjacent surfaces as to materials, TEXTURE, color, bond, and joining.
- e. Masonry walls [shall] MUST be treated in the following manner:
- (1) Natural stone [shall] MUST be cleaned and mortar joints pointed where necessary. Unpainted stone facades [shall] MUST not be painted without approval BY THE DEPARTMENT, OR IF THE BUILDING IS LOCATED IN THE B-2-3 ZONING DISTRICTS, BY THE COMMERCIAL DISTRICT REVIEW PANEL, OR ITS SUCCESSOR.
 - (2) UNPAINTED [Brick] BRICK may be cleaned[; or if the brick has been previously painted, it may be scraped to remove all loose material and repainted with one color.] USING WATER OR STEAM AT NOT MORE THAN 600 PSI, OR IN THE CASE PAINT, BY CHEMICAL TREATMENTS APPROVED BY THE DEPARTMENT, OR IF THE BUILDING IS LOCATED IN THE B-2-3 ZONING DISTRICTS, BY THE APPROPRIATE AGENCY/PANEL NOTED ABOVE, OR ITS SUCCESSOR.
 - (3) PAINTED BRICK MAY BE REPAINTED AFTER ALL LOOSE MATERIAL ~~HAVE~~ HAS BEEN REMOVED. REPAINTED BRICK WALLS MUST USE ONLY ONE COLOR.
 - (4) [(3)] Existing formstone applied over brick may be removed and the brick cleaned and painted if necessary; or existing formstone may be painted in a manner approved by the Department [of Housing and Community Development] OR, IF THE BUILDING IS LOCATED IN THE B-2-3 ZONING DISTRICTS, BY THE APPROPRIATE AGENCY/PANEL NOTED ABOVE, OR ITS SUCCESSOR.

- f. Dormer windows on roofs sloping toward [the shopping street] WASHINGTON BOULEVARD [shall] MUST be treated in accordance with the same criteria as building fronts.
- G. SLOPING ROOFS VISIBLE FROM A PUBLIC RIGHT-OF-WAY MUST BE REPAIRED OR REPLACED IN HISTORICALLY ACCURATE MATERIAL IF TECHNICALLY AND ECONOMICALLY FEASIBLE. ROLLED ROOFING MUST NOT BE PERMITTED ON SLOPED ROOFS VISIBLE FROM THE PUBLIC RIGHT-OF-WAY.
- H. [g.] Existing miscellaneous elements on the building fronts, such as empty electrical or other conduits, unused sign brackets, etc. [shall] MUST be removed and the building repaired as necessary.
- I. [h.] [Sheet metal] METAL gutters and downspouts [shall] MUST be repaired or replaced as necessary and [shall] MUST be neatly located and securely installed. Gutters and downspouts [shall] MUST be FACTORY painted to harmonize with the other building front colors.

3. Rear and Side Walls

- a. Rear and side walls [shall] MUST be repaired and painted to present a neat and fresh appearance. Rear walls [shall] MUST be painted to cover evenly all miscellaneous patched and filled areas. REAR WALLS MAY BE COVERED IN STUCCO [or be stuccoed or sided (in the case of rear walls)] to present an even, uniform surface.
- b. Side walls, ~~EXCEPT FOR UNPAINTED BRICK WALLS~~, [where] visible from [any street] A PUBLIC RIGHT-OF-WAY, [shall] MUST be finished or painted WITH A SINGLE COLOR EXCEPT FOR TRIM so as to harmonize with the front of the building. MURALS MAY BE PAINTED ON SIDE WALLS IN THE B-2-3 ZONE IF APPROVED BY THE COMMERCIAL DISTRICT REVIEW PANEL. UNPAINTED BRICK SIDE WALLS VISIBLE FROM A PUBLIC RIGHT-OF-WAY MUST BE CLEAN, BUT MUST REMAIN UNPAINTED.

4. Storefronts

A storefront, as part of the building facade, [shall be] is defined to include:

Generally, the first floor building face, [show] DISPLAY window(s) and the entrance leading to the door; plus the door, sidelights, transoms, AWNINGS AND OTHER SUN PROTECTION DEVICES, SECURITY GRILLES, display platform, devices including lighting and signing designed to be viewed from the public right-of-way and/or the area visible to the public prior to entering the interior portion of the structure.

- a. [Show] DISPLAY windows, TRANSOMS, entrances, signs, lighting, AWNINGS AND OTHER sun protection DEVICES, security grilles, [etc.,] AND OTHER ELEMENTS OF THE STOREFRONT [shall] MUST be compatible, harmonious, and consistent with the original scale and character of the structure. All storefront elements must be located within 13 feet of grade UNLESS THERE IS CLEAR HISTORIC EVIDENCE THAT STOREFRONT ELEMENTS EXISTED MORE THAN 13 FEET ABOVE GRADE. ANY ALTERATIONS TO THE FAÇADE/STOREFRONT MUST BE APPROVED BY THE AGENCY/PANEL NOTED ABOVE.
- b. Security grilles are allowed provided they allow visibility into the storefront or windows [at night] WHEN CLOSED. Enclosures and housing for security grilles [shall] MUST be as

inconspicuous as possible and compatible with other elements of the façade. INSTALLING SECURITY GRILLES ON THE INTERIOR IS PREFERRED. Metal enclosures must be painted to match trim unless they are incorporated in the sign or cornice structure. All exposed portions of the grille and enclosure [which] THAT are normally painted and all portions [which] THAT require painting to preserve, protect or renovate the surface [shall] MUST be painted. All grilles protecting entrances and show windows must be constructed so they can be opened or removed and [shall] MUST be opened or removed during the normal business hours of that business. No solid rolling doors or grilles are permitted.

- C. NO PERMANENT SECURITY BARS MAY BE ATTACHED TO THE INTERIOR OR EXTERIOR OF STOREFRONTS EXCEPT FOR THOSE APPROVED BY THE COMMERCIAL DISTRICT REVIEW PANEL.
- D. [c.] No temporary or permanent sign affixed or placed against the inside OR OUTSIDE [surface] SURFACES of a [show] DISPLAY window [shall] MAY exceed [20] 15% of the area of [that show window] TOTAL GLASS AREAS OF THE STOREFRONT. NO TEMPORARY SIGN WILL BE AFFIXED OR PLACED AGAINST THE INSIDE OR OUTSIDE SURFACES OF TRANSOM WINDOWS OR DOORS. TEMPORARY SIGNS MUST BE REMOVED WITHIN 30 DAYS AND MAY NOT BE REPLACED BY OTHER TEMPORARY SIGNS.
- E. [d.] Solid or permanently enclosed storefronts, DISPLAY WINDOWS, OR TRANSOM WINDOWS [shall] ARE not [be] permitted [unless treated as an integral part of the building façade using wall materials and window detailing compatible with the upper floors].

5. Signs

- a. All lighting and electrical elements such as wires, conduits, junction boxes, transformers, ballasts, switches, and panel boxes [shall] MUST be concealed from view as much as possible.
- b. Flat signs [shall] MUST be placed IN THE SIGNBOARD AREA parallel to the building face and [shall] MAY not project more than [12']12 INCHES from the surface of the building and [shall] MUST not exceed in area [three]3 times the width in feet of the frontage of the building. In the case of corner properties, each façade is to be calculated separately as to size allowed for each. Flat signs [shall] MAY be placed no higher than [one inch] 2 INCHES below the sill of the bottom of the second story window where windows exist or 13 feet above grade level, whichever is lower. Signs [shall be] ARE permitted at rear entrance doors but [shall] MAY not exceed [six] 6 square feet in size, except where authorized by the Department [of Housing and Community Development], OR IF THE BUILDING IS LOCATED IN THE B-2-3 ZONING DISTRICTS BY THE APPROPRIATE AGENCY/PANEL NOTED ABOVE, OR ITS SUCCESSOR.
- c. One projecting sign [shall be] IS permitted for each building provided it is perpendicular to the building face. No projecting sign [shall] MAY exceed [six (6)] 6 square feet in area and [shall] MAY be placed no higher than the bottom of the second story window(s), where they exist, or [thirteen]13 feet above grade level - whichever is lower. NO PORTION OF A PROJECTING SIGN MAY BE LOWER THAN 8 FEET ABOVE GRADE. NO PORTION OF A PROJECTING SIGN MAY PROJECT MORE THAN 5 FEET IN FRONT OF THE BUILDING'S FAÇADE.
- d. Painted signs OR SIGNS CONSTRUCTED OF SEPARATE FACTORY MANUFACTURED LETTERS on building surfaces [or use of separate cutout letters shall be] ARE permitted in accordance with the above limits for flat signs.

- e. Non-illuminated identification signs for upper floor uses [shall] MAY not exceed [three (3)] 3 square feet in area and [shall] MAY not project more than [one] 1 inch beyond the surface of the buildings, nor [shall] MAY they be placed higher than 13 feet above grade level.
 - f. Roof top signs, signs above the parapet of a building, billboards, or outdoor advertising signs painted or mounted on structures other than billboards[,] [shall] ARE not [be] permitted.
 - g. Painted or inlaid signs on first floor awnings are permitted on valance portions only. Awning lettering [shall] MAY not exceed [eight (8)] 8 inches in height.
 - h. Flashing or moving signs other than barber poles [shall] ARE not [be] permitted.
 - I. INTERNALLY ILLUMINATED SIGNS ARE NOT PERMITTED.
 - J. NEON SIGNS, NO LONGER THAN 3 X 1½ ~~INCHES~~ FEET, MAY BE DISPLAYED INSIDE DISPLAY OR TRANSOM WINDOWS ONLY. A MAXIMUM OF 1 NEON SIGN PER BUSINESS IS PERMITTED. THE USE OF NON-NEON IS NOT PERMITTED.
 - K. [i.] Future minor privilege permits for signs [shall] MAY be issued only for those signs meeting project design criteria.
 - L. [j.] No billboards larger than [sixty] 60 square feet [shall be] ARE permitted. No expiring lease for [such] THOSE billboards [shall] MAY be renewed.
 - M. [k.] No private signs [shall be] ARE permitted except as [herein] provided IN THE RENEWAL PLAN or as otherwise authorized by the Department [of Housing and Community Development] for temporary purposes not exceeding [thirty] 30 days.
 - N. [l.] No new freestanding OR POLE signs are allowed.
6. Parking and Loading Facilities
- a. All OFF STREET parking and loading facilities [shall] MUST be effectively screened. Screening [shall] MUST consist of a masonry wall [of durable fence, or combination thereof], not less than [four] 4 feet [4'] in height; in lieu of [such] THE wall [or fence], a compact evergreen hedge of not less than [four] 4 feet [4'] in height at the time of original planting may be used.
 - b. Screening, landscaping and paving [shall] MUST be maintained in good condition and [shall] MUST be designed and placed so as not to obstruct vehicle site distances at entrances and exits.
 - C. ALL OFF STREET PARKING AND LOADING FACILITIES ARE TO BE ILLUMINATED.
7. Awnings
- a. [Soft, retractable] RETRACTABLE OR FIXED awnings are permitted over [the first floor and on upper floors over windows] STOREFRONTS, AND WHERE HISTORICALLY ACCURATE, OVER UPPER FLOOR WINDOWS.

- b. [They must be flame proofed.] AWNINGS MAY BE OF CANVAS DUCK OR ACRYLIC FABRIC ONLY. AWNINGS MUST BE FLAME RESISTANT AND MEET ASTM E-84-00A.
- c. [They] AWNINGS [shall] MUST not project more than [seven (7)] 7 feet from the building front and [shall] MUST otherwise conform with the provisions of City Ordinances.
- d. Awnings over storefronts [shall] MUST terminate against the building at a height not to exceed [thirteen (13)] 13 feet above the pavement, or [one] 1 inch below the second floor window sill, whichever is lower.
- E. AWNINGS OVER UPPER FLOOR WINDOWS MUST FIT WITHIN AND CONFORM TO THE SHAPE OF THE ROUGH OPENING.

8. Roofs

- a. Chimneys, elevator penthouses or any other auxiliary structures on the roofs [shall] MUST be repaired and cleaned as required for rear and side walls. Any construction visible from the street or from other buildings [shall] MUST be finished so as to be harmonious with other visible buildings walls.
- b. Any new mechanical equipment placed on a roof [shall] MUST be so located as to be hidden from view from the [shopping] PRIMARY streets, and to be as inconspicuous as possible from other [viewpoints] PUBLIC RIGHTS-OF-WAY. New MECHANICAL equipment [shall] MUST be screened with suitable elements of a permanent nature, finished so as to harmonize with the rest of the building. Where [such] screening is unfeasible, equipment [shall] MUST be installed in a neat, presentable manner, and [shall] MUST be painted in such a manner as to minimize its visibility.
- c. Television, radio and telecommunications antennae (including satellite dishes) [shall] MUST be located so as to be as inconspicuous as possible FROM PUBLIC RIGHTS-OF-WAY.
- d. Roofs [shall] MUST be kept free of trash, debris, or any other element [which] THAT is not a permanent part of the building or a functioning element of its mechanical, TELEVISION, RADIO, TELECOMMUNICATION, or electrical system.
- e. Roof decks may be constructed provided they adhere to building and zoning codes and they are positioned in a way so as not to be visible from across the front street at the property line.

9. Auxiliary Structures

Structures at the rears of buildings (attached or unattached) [shall] MUST be properly [repaired] MAINTAINED or demolished.

10. Rear Yards

Where a rear yard exists or is created through the demolition of structures, the owner [shall] MUST condition the open area in one of two ways as outlined below.

a. Enclosure of Yards

A rear yard may be enclosed along side and rear property lines by a masonry wall; ~~durable chain-link~~ or wood fencing, provided that it is well constructed and maintained.

b. Provision of Parking Area

A rear yard or unimproved lot may be used as a parking area providing that it is properly paved, illuminated and screened. A sign not exceeding [six (6)] 6 square feet may be used to identify and control parking and loading for commercial properties only. The property owner [shall be] IS responsible for maintenance of the parking area in a neat and clean manner. FOR OTHER PARKING AREA STANDARDS, SEE 6. PARKING AND LOADING FACILITIES ABOVE.

[All parking and loading facilities shall be effectively screened. Screening shall consist of a masonry wall or durable fence, or combination thereof, of not less than four feet (4') in height; in lieu of such wall or fence, a compact evergreen hedge of not less than four feet (4') in height at the time of original planting may be used. Screening and landscaping shall be maintained in good condition and shall be so designed and placed so as not to obstruct vehicle site distances at entrances and exits.]

- (12) ~~(13)~~ After page 15 of the Plan, delete present Appendix C and substitute new Appendix C, which contains the same properties now alphabetically arranged, to read as follows:

APPENDIX C

PROPERTIES FORMERLY IN THE MOUNT CLARE URBAN RENEWAL AREA

(THESE PROPERTIES HAVE BEEN REARRANGED ALPHABETICALLY IN THE RENEWAL PLAN BY STREET NAME FOR EASIER ACCESS.)

801 SOUTH CAREY STREET
1412/1416 SOUTH CAREY STREET
1418/1420 SOUTH CAREY STREET

402 CLIFFORD STREET

801 WEST CROSS STREET
929 WEST CROSS STREET
1301 WEST CROSS STREET
1303 WEST CROSS STREET
1305 WEST CROSS STREET
1307 WEST CROSS STREET
1309 WEST CROSS STREET

1100 JAMES STREET
1101 JAMES STREET
1103 JAMES STREET
1105 JAMES STREET
1107 JAMES STREET
1109 JAMES STREET
1181/1183 JAMES STREET
1185 JAMES STREET

835 MCHENRY STREET
837 MCHENRY STREET
839 MCHENRY STREET

841 MCHENRY STREET
843 MCHENRY STREET
845 MCHENRY STREET
847 MCHENRY STREET
849 MCHENRY STREET
851 MCHENRY STREET
853 MCHENRY STREET
855 MCHENRY STREET
901 MCHENRY STREET
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905 MCHENRY STREET
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915 MCHENRY STREET
917 MCHENRY STREET
919 MCHENRY STREET
921 MCHENRY STREET
923 MCHENRY STREET
925 MCHENRY STREET

802 WEST OSTEND STREET
804 WEST OSTEND STREET
806 WEST OSTEND STREET
1238/1240 WEST OSTEND STREET
1425 WEST OSTEND STREET

EAST SIDE PARKIN STREET, 290 FEET 10 INCHES SOUTH OF WEST PRATT STREET

OLD POPPLETON STREET RIGHT-OF-WAY

302 SOUTH POPPLETON STREET
303 SOUTH POPPLETON STREET
304 SOUTH POPPLETON STREET
305 SOUTH POPPLETON STREET
306 SOUTH POPPLETON STREET
307 SOUTH POPPLETON STREET
308 SOUTH POPPLETON STREET
309 SOUTH POPPLETON STREET
310 SOUTH POPPLETON STREET
311/313 SOUTH POPPLETON STREET
312 SOUTH POPPLETON STREET
314 SOUTH POPPLETON STREET
316 SOUTH POPPLETON STREET
318 SOUTH POPPLETON STREET
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330 SOUTH POPPLETON STREET
332 SOUTH POPPLETON STREET

334 SOUTH POPPLETON STREET
336 SOUTH POPPLETON STREET
338/340 SOUTH POPPLETON STREET
404 SOUTH POPPLETON STREET
406 SOUTH POPPLETON STREET
408 SOUTH POPPLETON STREET
1310/1326 SOUTH POPPLETON STREET

831/835 WEST PRATT STREET
837/889 WEST PRATT STREET
901 WEST PRATT STREET
1001 WEST PRATT STREET
1021 WEST PRATT STREET
1101 WEST PRATT STREET
1201 WEST PRATT STREET

808 RAMSAY STREET
900 RAMSAY STREET
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927 RAMSAY STREET

200 ROUNDHOUSE COURT
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228 ROUNDHOUSE COURT
229 ROUNDHOUSE COURT

ROUNDHOUSE COURT RIGHT-OF-WAY

902 RYAN STREET
903 RYAN STREET
905 RYAN STREET
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908 RYAN STREET
910 RYAN STREET
911 RYAN STREET
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920 RYAN STREET
921 RYAN STREET
922 RYAN STREET

1100 SARGEANT STREET

200 SCOTT STREET
202 SCOTT STREET
204 SCOTT STREET
206 SCOTT STREET
208 SCOTT STREET
210 SCOTT STREET
212 SCOTT STREET

214 SCOTT STREET
 216 SCOTT STREET
 218 SCOTT STREET
 220 SCOTT STREET
 222 SCOTT STREET
 224 SCOTT STREET
 226 SCOTT STREET
 228 SCOTT STREET
 1232/1234 SCOTT STREET
 1236 SCOTT STREET

SECTION 2. AND BE IT FURTHER ORDAINED, That it is necessary to acquire, by purchase or condemnation, for urban renewal purposes, the fee simple interest or any lesser interest in and to the following properties or portions thereof, together with all right, title, interest and estate that the owner or owners of said property interests may have in all streets, alleys, ways or lanes, public or private, both abutting the whole area described and/or contained within the perimeter of said area, situate in Baltimore City, Maryland, and described as follows:

760 Eislen Street

761 Washington Boulevard
 763 Washington Boulevard
 765 Washington Boulevard
 767 Washington Boulevard
~~776 Washington Boulevard~~
~~778-80 Washington Boulevard~~
 803-07 Washington Boulevard
~~809 Washington Boulevard~~
 815 Washington Boulevard
 925 Washington Boulevard
 927 Washington Boulevard
 929 Washington Boulevard
 931 Washington Boulevard
 937 Washington Boulevard

SECTION 3. AND BE IT FURTHER ORDAINED, That the revisions shown in the amended Urban Renewal Plan on Exhibit 1, "Land Use Plan", Exhibit 2, "Property Acquisition", Exhibit 3, "Land Disposition", and Exhibit 4, "Zoning Districts", all dated as revised ~~April 1, 2004~~ September 27, 2004, are approved.

SECTION 4. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Washington Village, as amended by this Ordinance and identified as "Urban Renewal Plan, Washington Village, revised to include Amendment 4, dated June 14, 2004", is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 5. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 6. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any

other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 7. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

SECTION 8. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-834
(Council Bill 04-1426)**

AN ORDINANCE CONCERNING

Rezoning — 3100 Waterview Avenue

FOR the purpose of changing the zoning for the property known as 3100 Waterview Avenue, as outlined in red on the accompanying plat, from the M-2-1 Zoning District to the R-6 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 75
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 75 of the Zoning District Maps is amended by changing from the M-2-1 Zoning District to the R-6 Zoning District the property known as 3100 Waterview Avenue, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-835
(Council Bill 04-1427)**

AN ORDINANCE CONCERNING

**Planned Unit Development — Designation —
3100 Waterview Avenue and Ward 25, Section 05, Block 7610, Lot 019**

FOR the purpose of approving the application of Waterview Avenue, LLC, owner of certain property known as 3100 Waterview Avenue and Ward 25, Section 05, Block 7610, Lot 019, (collectively, the "Property") to have that Property designated a Residential Planned Unit Development; and approving the Development Plan submitted by the applicant.

BY authority of

Article - Zoning
Title 9, Subtitles 1 and 2
Baltimore City Revised Code
(Edition 2000)

Recitals

Waterview Avenue, LLC, is the owner of the fee simple interest in the properties known as 3100 Waterview Avenue and Ward 25, Section 05, Block 7610, Lot 019, consisting of ~~9-8~~ 8.8 acres, more or less.

The owner proposes to develop the Property for residential uses.

On June 9, 2004, representatives of the applicant met with the Department of Planning for a preliminary conference, to explain the scope and nature of existing and proposed development on the property and to institute proceedings to have the property designated a Residential Planned Unit Development.

The representatives of the applicant have now applied to the Baltimore City Council for designation of the property as a Residential Planned Unit Development, and they have submitted a Development Plan intended to satisfy the requirements of Title 9, Subtitles 1 and 2 of the Baltimore City Zoning Code.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council approves the application of Waterview Avenue, LLC, owner of the fee simple interest in the properties known as 3100 Waterview Avenue and Ward 25, Section 05, Block 7610, Lot 019, consisting of ~~9-8~~ 8.8 acres, more or less, as outlined on the accompanying Development Plan entitled "Waterview", consisting of Sheet 1, ~~"Existing Conditions: Environmental Features and Forest Conservation Plan", dated June 7, 2004, Sheet 2, "Developed Conditions: Development Site Plan", dated June 15, 2004, and Sheet 3, "Proposed Conditions: Development Landscape Plan", dated June 15, 2004~~ "Existing Conditions: Environmental Features", dated February 29, 2004, Sheet 2, "Proposed Conditions: Site Development Plan",

dated September 7, 2004, and Sheet 3, "Proposed Conditions: Landscape Plan", dated September 7, 2004, to designate the property a Residential Planned Unit Development under Title 9, Subtitles 1 and 2 of the Baltimore City Zoning Code.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Development Plan submitted by Waterview Avenue, LLC, is approved.

SECTION 3. AND BE IT FURTHER ORDAINED, That in accordance with the provisions of Title 9, Subtitles 1 and 2, the following uses are allowed within the Planned Unit Development:

- (a) all permitted, accessory, and conditional uses as allowed in the R-6 Zoning District.
- (b) town homes are limited to 50 feet in height, and the total site may have a maximum of ~~84~~ 120 dwelling units.
- (c) ~~office space is limited to 10,000 square feet but may include gymnasiums, physical culture and health services, reducing salons, and public baths~~ additional permitted uses shall include a multi-purpose community center and sales, leasing, and maintenance offices, as accessory to the residential development. Permitted uses within the community center and its grounds include: parks/playgrounds, swimming pools, changing and locker facilities, fitness centers, food and beverage vending machines, and multi-purpose rooms. Office uses shall be limited to the first floor of multi-family buildings or within the community center. Primary use of the community center shall be for residents of the development and not the general public.
- (d) parking must be at least 2 spaces per dwelling unit.

SECTION 4. AND BE IT FURTHER ORDAINED, That the following uses are prohibited in the Planned Unit Development:

- (a) hotels.
- (b) gambling of any kind, including but not limited to casinos, video lottery terminals (slot machines).
- (c) general advertising signs (billboards).
- (d) helipads and heliports.

SECTION 5. AND BE IT FURTHER ORDAINED, That the following signs are permitted within the Planned Unit Development, provided that the signs are subject to Final Design Approval by the Planning Commission:

- 3 project identification signs.

SECTION 6. AND BE IT FURTHER ORDAINED, That the Cherry Hill 2000 Civic Association, or its successor, shall be the lead for community review of design, and it shall have a minimum of 4 weeks to review the designs prior to a Planning Commission hearing. The drawings must include site plan, landscaping, and building elevations with materials. The community shall review the plans prior to the Design Advisory Panel review of the plans. All plans for the construction of permanent improvements on the property are subject to final design approval by the Planning Commission to insure that the plans are consistent with the Development Plan and this Ordinance.

SECTION 7. AND BE IT FURTHER ORDAINED, That this Ordinance supercedes the Waterview Urban Renewal Plan originally approved by the Mayor and City Council of Baltimore by Ordinance 82-637 and last amended by Ordinance 84-222.

SECTION 8. AND BE IT FURTHER ORDAINED, That compliance with Critical Area requirements may necessitate changes to the approved Development Plan. ~~the~~ The Planning Department may determine what constitutes minor or major modifications to the Plan. Minor modifications require approval by the Planning Commission. Major modifications require approval by Ordinance.

SECTION 9. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying Development Plan and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the Development Plan; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the Development Plan; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the Development Plan to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 10. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-836
(Council Bill 04-1480)**

AN ORDINANCE CONCERNING

**Supplementary Tax Increment Financing Loan Fund Capital
Appropriation — Department of Transportation — \$3,000,000**

FOR the purpose of providing a Supplementary Tax Increment Financing Loan Fund Capital Appropriation in the amount of \$3,000,000 to the Department of Transportation (Account #9950-508-438), to provide Tax Increment Financing for the North Locust Point Development District project; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(3) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from the Tax Increment Financing Bond in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

This additional revenue could not have been reasonably anticipated when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

This appropriation is made necessary by a material change in circumstances since the Ordinance of Estimates for Fiscal Year 2005 was formulated or is for a new program that could not have been reasonably anticipated when that Ordinance of Estimates was formulated.

On July 7, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$3,000,000 shall be made available to the Department of Transportation (Account #9950-508-438) as a Supplementary Tax Increment Financing Loan Fund Capital Appropriation for Fiscal Year 2005, to provide Tax Increment Financing for the North Locust Point Development District project for Fiscal 2005. The source of revenue for this appropriation is from the Tax Increment Financing Bond in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-837
(Council Bill 04-1484)**

AN ORDINANCE CONCERNING

**Urban Renewal — Howard Park Business Area —
Amendment 1**

FOR the purpose of amending the Urban Renewal Plan for the Howard Park Business Area to revise the boundary description for the project area, authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes, create an expanded disposition lot and designate land use for the added area, propose a zoning district change, and revise exhibits and appendix to reflect the changes in the Plan; correcting, clarifying, and conforming certain language; correcting certain references; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for the Howard Park Business Area was originally approved by the Mayor and City Council of Baltimore by Ordinance 79-1196.

An amendment to the Urban Renewal Plan for the Howard Park Business Area is necessary to revise the boundary description for the project area, authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes, create an expanded disposition lot and designate land use for the added area, propose a zoning district change, revise exhibits and appendix to reflect the changes in the Plan, correct, clarify, and conform certain language, and correct certain references.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for the Howard Park Business Area are approved:

(1) On page 1 of the Plan, amend the Boundary Description Howard Park to read as follows:

A. Project Description

1. Boundary Description

Beginning for the same at a point formed by the intersection of the southern right-of-way line of Liberty Heights Avenue and the western right-of-way line of Howard Park Avenue; thence running in an easterly direction and binding on the southern right-of-way line of Liberty Heights Avenue to a point of intersection with the eastern property line of Lot 11, Block 8295; thence running in a southerly direction and binding on the eastern property line of said Lot 11 to a point of intersection with the northern right-of-way line of an unnamed 15-foot alley; thence running in a westerly direction and binding on the northern right-of-way line of said 15-foot alley, continuing in a straight line crossing Howard Park Avenue to a point of intersection with the western right-of-way line of said Howard Park Avenue; thence running in a southerly direction and binding on the western right-of-way line of Howard Park Avenue crossing Belleville Avenue to a point of intersection with an extended straight line of the southern right-of-way line of an unnamed 20-foot alley; thence running in an easterly direction crossing Howard Park Avenue and binding on said extended straight line and the southern right-of-way line of said 20-foot alley to a point of intersection with the western right-of-way line of Woodbine Avenue; thence running in a southerly direction and binding on the western right-of-way line of Woodbine Avenue crossing Gwynn Oak Avenue to a point of intersection with an extended straight line of the southern right-of-way line of an unnamed 10-foot alley; thence running in an easterly direction crossing Woodbine Avenue and binding on said extended straight line and the southern right-of-way line of said unnamed 10-foot alley to a point of intersection with an extended straight line of the western property line of Lot 11, Block 8305; thence running in a northerly direction and binding on said extended line and the western property line of said Lot 11 to a point of intersection with the southern right-of-way line of Maine Avenue; thence running in an easterly direction and binding on said southern right-of-way line of said Maine Avenue to a point of intersection with [an extended straight line of the western property line of Lot 9, Block 8297] THE EASTERN RIGHT-OF-WAY LINE OF HILLSDALE AVENUE; thence running in a northerly direction crossing Maine Avenue and binding on [said extended

line and the western property line of said Lot 9 to a point of intersection with the southern right-of-way line of an unnamed 10-foot alley; thence running in an easterly direction and binding on the southern right-of-way line of said 10-foot alley and an extended straight line of the southern right-of-way line of said 10-foot alley, crossing Hillsdale Road; thence running in a northerly direction and binding on] the eastern right-of-way line of Hillsdale Road to a point of intersection with the southern right-of-way line of Liberty Heights Avenue; thence running in an easterly direction to a point of intersection with an extended line of the eastern property line of Lot 2, Block 8251; thence running in a northerly direction crossing Liberty Heights Avenue and binding on said extended line and the eastern property line of said Lot 2 to a point of intersection with the southern property line of Lot 11, Block 8251; thence running in a westerly direction and binding on the southern property line of said Lot 11 to a point of intersection with the western property line of said Lot 11; thence running in a northerly direction and binding on the western property lines of Lot 11 and Lot 10, Block 8251 to a point of intersection with the northern right-of-way line of an unnamed 10-foot alley; thence running in a westerly direction and binding on the northern right-of-way line of said 10-foot alley and an extended straight line of the northern right-of-way line of said 10-foot alley crossing Hillsdale Road to a point of intersection with the western right-of-way line of Hillsdale Road; thence running in a southerly direction and binding on the western right-of-way line of Hillsdale Road to a point of intersection with the northern right-of-way line of an unnamed 12-foot alley; thence running in a westerly direction and binding on the northern right-of-way line of said 12-foot alley and continuing on an extended straight line crossing Gwynn Oak Avenue to a point of intersection with the western right-of-way line of Gwynn Oak Avenue; thence continuing in a westerly direction and binding on the southern property line of Lot 31, Block 8253 to a point of intersection with the western property line of Lot 31; thence running in a northerly direction and binding on the western property line of Lot 31 to a point of intersection with an extended straight line of the northern right-of-way line of an unnamed 20-foot alley; thence running in a westerly direction and binding on said extended straight line and the northern right-of-way line of said unnamed 20-foot alley, continuing in an extended straight line crossing Woodbine Avenue, and binding on the northern right-of-way line of an unnamed 20-foot alley continuing on an extended straight line crossing Howard Park Avenue to a point of intersection with the western right-of-way line of Howard Park Avenue; thence continuing in a southerly direction and binding on the western right-of-way line of Howard Park Avenue, continuing on an extended straight line crossing Liberty Heights Avenue to the point of beginning.

- (2) Amend A.2. Plan Objectives by adding a new first paragraph and by amending the existing first paragraph to read as follows:

2. Plan Objectives

THE OBJECTIVES OF THE HOWARD PARK BUSINESS AREA URBAN RENEWAL PLAN (HEREINAFTER REFERRED TO AS "RENEWAL PLAN") AS DETERMINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE (HEREINAFTER REFERRED TO AS "CITY"), ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HEREINAFTER REFERRED TO AS "DEPARTMENT") AND THE COMMISSIONER THEREOF (HEREINAFTER REFERRED TO AS "COMMISSIONER") ARE AS FOLLOWS:

The basic goal of this [Urban] Renewal Plan Is the revitalization of the Howard Park Business Area in order to create a unique neighborhood retail business district with enhanced viability, attractiveness, and convenience for residents of the surrounding area and of the City as a whole. The objectives of the plan include:

(3) Amend A.3.c. to read as follows:

- c. Property rehabilitation that [shall] MUST comply with the codes and ordinances of the City of Baltimore[,] and the requirements set forth in this RENEWAL Plan.

(4) Amend B. Land Use Plan to read as follows:

B. Land Use Plan

1. Predominant land uses, streets and all other public rights-of-way proposed or existing to remain, within the [project area] PROJECT AREA, are shown on the Land Use Plan [Map], Exhibit 1.
2. Land Use Provisions and Standards
 - a. Permitted Uses

Only the uses shown on the Land Use Plan [Map shall be] ARE permitted within the [project area] PROJECT AREA. The use classifications are Community Business, Community Commercial, and Public. Accessory uses, including landscaping, off-street parking and off street loading [will be] ARE permitted. In addition, certain existing uses [will be] ARE permitted to continue subject to the provisions governing [non-conforming] NONCONFORMING uses set forth below [in Section B.2. a(4)].

(1) Community Business

In the area designated as Community Business [under] ON the Land Use Plan [Map], uses [shall be] ARE limited to those permitted under the B-2[-2] category of the Zoning [Ordinance] CODE of Baltimore City, [including residential and parking.] EXCEPT FOR:

CARRY-OUT FOOD SHOPS
GARAGES, OTHER THAN ACCESSORY, FOR STORAGE, REPAIR, AND SERVICING
OF MOTOR VEHICLES NOT OVER 1 ½ TONS CAPACITY – BUT NOT
INCLUDING BODY REPAIR, PAINTING, OR ENGINE REBUILDING
LIQUOR STORES: PACKAGE GOODS

IN THE AREA DESIGNATED COMMUNITY BUSINESS ON THE LAND USE PLAN,
CONDITIONAL USES ARE LIMITED TO THOSE CONDITIONAL USES PERMITTED
UNDER THE B-2 CATEGORY OF THE ZONING CODE OF BALTIMORE CITY, EXCEPT
FOR:

AUTOMOBILE ACCESSORY STORES – INCLUDING RELATED REPAIR AND
INSTALLATION SERVICES
COMMUNITY CORRECTION CENTERS
MESSAGE SALONS
PAROLE AND PROBATION FIELD OFFICES
PAWNSHOPS
POOL HALLS AND BILLIARD PARLORS
SUBSTANCE ABUSE TREATMENT CENTERS

(2) Community Commercial

In the area designated as Community Commercial on the Land Use Plan [Map], uses [shall be] ARE limited to those permitted under the B-3-2 category of the Zoning [Ordinance] CODE of Baltimore City, including residential and parking.

(3) Public

In the area designated as Public on the Land Use Plan [Map], the [uses] USE [shall be] IS limited to [off-street parking and] a school.

(4) [Non-Conforming] NONCONFORMING Use

A [non-conforming use is any] lawfully existing use of a building or other structure or of land [which] THAT does not conform to the applicable use [or bulk] regulations of the [district in which it is located according to the] Zoning [Ordinance] CODE of Baltimore City MAY BE CONTINUED AS A "NONCONFORMING USE" ONLY AS PROVIDED IN TITLE 13 OF THE ZONING CODE. A LAWFULLY EXISTING USE OF A BUILDING OR OTHER STRUCTURE OF LAND THAT DOES NOT COMPLY WITH THE LAND USE REGULATIONS OF THIS RENEWAL PLAN IS ALLOWED TO CONTINUE FOR AN INDEFINITE PERIOD OF TIME. The non-conforming uses listed in Appendix A [and other non-conforming uses which exist or may be legally established shall be] ARE permitted to continue, subject to all of the provisions of [Chapter 8] TITLE 13 of the Zoning [Ordinance] CODE of Baltimore City entitled "[Non-Conformance] NONCONFORMANCE".

(5) NONCOMPLYING STRUCTURE

A LAWFULLY EXISTING STRUCTURE THAT DOES NOT COMPLY WITH THE BULK REGULATIONS OF THE ZONING CODE OF BALTIMORE CITY MAY BE CONTINUED AS A "NONCOMPLYING STRUCTURE" ONLY AS PROVIDED IN TITLE 13 OF THE ZONING CODE. NONCOMPLYING STRUCTURES ARE REGULATED BY TITLE 13 OF THE ZONING CODE OF BALTIMORE CITY.

b. Regulations, Controls and Restrictions on Land to be Acquired by the City

The following regulations, controls and restrictions will be implemented where applicable by covenants, or other provisions in the agreements for land disposition and instruments of conveyance executed pursuant thereto:

(1) Provisions Applicable to All Land and Property to be Acquired by the City

(a) General Provisions

- i. No buildings, structure or parking area [shall] MAY be constructed over an easement within the [project area] PROJECT AREA without the prior consent of the Commissioner [of the Department of Housing and Community Development] and the Director of Public Works.
- ii. No materials [shall] MAY be stored or permitted to remain outside buildings. No waste materials, refuse or garbage [shall be] ARE permitted to remain outside buildings except as permitted by the Baltimore City regulations

regarding containers for garbage; the areas for [such] THE containers [shall] MUST be properly screened.

- iii. Except as otherwise provided in specific lot controls, no signs other than those identifying the structure [upon] ON which they are installed or identifying the use conducted therein [shall be] ARE permitted. No sign [shall] MAY extend above the roof line or parapet wall of the building to which it is attached; no sign [shall] MAY project more than 12 inches from the building to which it is attached. No animated or pulsating signs [shall be] ARE permitted. The total area of exterior signs for each building [shall] MAY not exceed in gross area [two (2)] 2 feet times the street frontage, in feet, of the building; except that signs not exceeding [six (6)] 6 square feet in area erected for the purpose of directing motorists to the entrance or exit points of off-street parking areas [shall be] ARE permitted when attached to a fence, screening wall or building wall and [shall] MUST not be included in the total area calculated for exterior signs.
- iv. All land not covered by structures, paved parking, loading or related services areas, paved areas for pedestrian circulation, or decorative surface treatments [shall] MUST be provided with landscape treatment. Landscape treatment includes planting any, all or a combination of the following: trees, shrubs, ground cover, grass, and flowers. The amount of landscape treatment should be determined by the nature of the development and should serve to improve the utility of the site, soften and relieve the effects of structure and pavement, and provide a visual harmony.
- v. The setback areas abutting street right-of-way, with the exceptions of driveways, sidewalks and other walkways, [shall] MUST be used exclusively for the planting and growing of trees, shrubs, lawn and other ground covering material. These areas [shall] MAY not be used for nor considered in computing the parking and/or loading space requirement.
- vi. Exterior ventilation equipment or any mechanical equipment placed outside of a building, including on the roof, [shall] MUST be effectively screened.

(b) Off-Street Parking Requirements

- i. Parking spaces [shall] MUST be provided on all lots for development as established in the Zoning [Ordinance] CODE of Baltimore City, or in such lesser amount as may be authorized by Board of Municipal and Zoning Appeals as a Special Exception or Variance. In addition to these requirements, off-street parking areas [shall] MUST be visually screened from public streets and adjacent properties.
- ii. All required parking spaces [shall] MUST be provided with proper ingress and egress to a public street or alley by means of access drives and aisles.
- iii. All parking facilities [shall] MUST be effectively screened. Screening [shall] MUST consist of a masonry wall or durable fence, or combination thereof, not less than [four (4)] 4 feet in height; in lieu of [such] THE wall or fence, a compact evergreen hedge of not less than [four (4)] 4 feet in height at time of original planting may be used. Screening and landscaping [shall] MUST

be maintained in good condition and [shall] MUST be so designed and placed so as not to obstruct vehicle sight distances at entrances and exits.

- iv. All exterior (surface) parking areas [shall] MUST be paved with a hard, dust-free surface, and [shall] MUST be properly illuminated.

(2) Applicability of Provisions and Requirements to Property not to be Acquired

The provisions of Section B.2.a. (Permitted Uses) above [shall] apply to all properties not to be acquired within the [project area] PROJECT AREA. The provisions of Section B.2.b. [shall] apply as appropriate to properties not currently proposed to be acquired by this RENEWAL PLAN [plan] if the owners [thereof] OF THE PROPERTIES acquire adjacent project land made available by the Department [of Housing and Community Development] under the provisions of this RENEWAL PLAN [plan].

(5) Amend C. Techniques Used to Achieve Plan Objectives to read as follows:

C. Techniques Used to Achieve Plan Objectives

1. Rehabilitation Area

The entire [project area] PROJECT AREA is designated for rehabilitation. Property owners will be required to undertake rehabilitation of those structures which are capable of being brought up to the rehabilitation standards.

2. Acquisition

a. Properties Designated for Acquisition

Properties to be acquired are identified on the Property Acquisition [Map] MAP[;], Exhibit 2.

b. Conditions Under Which Properties Not Designated for Acquisition May be Acquired

(1) Non-Salvable and Non-Compliance with Provisions

- (a) It may be necessary to acquire by purchase or by condemnation for urban renewal purposes the fee simple interest or any lesser interest in and to [such of] the remaining properties or portions thereof in the Howard Park Business Area not specifically designated for acquisition on the Property Acquisition [Map] MAP, Exhibit 2, as may be deemed necessary and proper by the Commissioner [of the Department of Housing and Community Development] to effect the proper implementation of the project. This may include:
 - i. Any property in the [project area] PROJECT AREA containing a non-salvable structure, i.e., a structure which, in the opinion of the Commissioner, [of the Department of Housing and Community Development] cannot be economically rehabilitated.
 - ii. Any property, the owner of which is unable or unwilling to comply or conform to the codes and ordinances of Baltimore City and the Property

Rehabilitation Standards set forth in this RENEWAL PLAN [plan] within 24 months from the date of written notice of the required improvements, the Department [of Housing and Community Development], after due consideration that the property owner has failed to achieve substantial conformity with the codes and ordinances of Baltimore City, may acquire [such] THE property pursuant to the Eminent Domain Law of this State as if the property had originally been planned for acquisition after 90 days' written notice to the owner. The Department [of Housing and Community Development] reserves the right to acquire any such [non-complying] NONCOMPLYING property for a period of [two (2)] 2 years from the date of [said] THE written 90 days' notice by the Department [of Housing and Community Development].

c. Actions to be Followed by the Department [of Housing and Community Development Upon] ON Acquisition of Properties [as Non-Salvable or for Non-Compliance with Provisions]

[Upon] ON the acquisition of [such] THE properties, the Department [of Housing and Community Development] will either:

- (1) Demolish the structure or structures thereon and dispose of the land for redevelopment for uses in accordance with this RENEWAL PLAN [plan]; or
- (2) Sell or lease the property subject to rehabilitation in conformance with the codes and ordinances of Baltimore City, and the Property Rehabilitation Standards set forth in this RENEWAL PLAN [plan]; or
- (3) Rehabilitate the property in conformance with the codes and ordinances of Baltimore City and the Property Rehabilitation Standards set forth in this RENEWAL PLAN [plan] and dispose of property in accordance with applicable regulations. If sale cannot be consummated by the time rehabilitation is accomplished, property may be rented pending continuing sale efforts.

d. Relocation

- (1) The Department [of Housing and Community Development] assures that before individuals or families are displaced from their dwelling units due to the requirements of the RENEWAL Plan, standard housing within the displacees' financial means [shall] MUST be provided. Residents living within the Project Area, if displaced through the requirements of this RENEWAL Plan, [shall] MUST be given a priority by the Department [of Housing and Community Development] to any housing within the Project Area over which the Department has direct control.
- (2) The Department [of Housing and Community Development] assures that before firms or individual businesses are displaced from their present location of operation due to the requirements of this RENEWAL Plan, standard commercial structures within the displacees' financial means, in or near the Project Area [shall] MUST be identified. Businesses displaced because of the requirements of this RENEWAL Plan [shall] MUST be given favorable consideration, but not necessarily priority, by the Department [of Housing and Community Development].

Development] in the review of commercial and industrial redevelopment proposals.

3. Property Rehabilitation Standards

Over and above the codes and ordinances of the City of Baltimore, the following additional standards [shall be applied] APPLY to all non-residential properties within the [project area] PROJECT AREA, whether occupied or vacant.

a. Windows

- (1) Windows not in the front of the buildings [shall] MUST be kept properly repaired or, with Fire Department approval, may be closed, in which case sills, lintels and frames must be removed and the opening properly closed to match the material, design and finish of the adjacent wall.
- (2) All windows must be tight-fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints or loose mullions or [muntins shall] MUNTINS MUST be replaced. All broken and missing windows and glass blocks [shall] MUST be replaced with glass or approved plastic glazing. All exposed wood [shall] MUST be repaired and painted.
- (3) Window openings in upper floors of the front of the building [shall] MAY not be filled, boarded up, or covered by any signs. Windows in unused areas of the upper floors may be backed by a solid surface on the inside of the glass. Window panes [shall] MUST not be painted.
- (4) Shutters may be provided on windows above the first floor level on the front of the buildings. They [shall] MUST be constructed of wood and affixed to the wall by either a metal latch or be held permanently open (fastened to the wall). The use of shutters [shall] MUST be approved prior to installation by the Department [of Housing and Community Development,] and [shall] ARE not [be] allowed in cases where shutters would be inharmonious with the design of the building.

b. Building Fronts and Sides Abutting Streets

- (1) Storefronts of all commercial buildings within the [project boundaries] PROJECT AREA [shall] MUST be faced with [1"x8" diagonal cedar siding] MATERIALS THAT ARE CONSISTENT WITH OR COMPLEMENTARY TO THE GENERAL HOWARD PARK COMMUNITY ENVIRONMENT. Application of [this] THE material [shall] MAY be approved only upon [D.H.C.D.] DEPARTMENT review of complete architectural working drawings showing location, type, finish, [and attachment details of the wood] and [any other] proposed or existing construction . [The siding shall be applied in a horizontal band above the show window area at least four (4) feet in height across the full width of the building, and shall be compatible in height, location and finish with the siding application on adjacent buildings. Buildings of special significance because of their design or location may, with the approval of the Commissioner, be exempted from application of the wood siding band, provided that these buildings are brought into compliance with the other provisions of these standards.]
- (2) [All defective structural and decorative elements not covered with wood siding as in b.(1) on building fronts and sides abutting streets shall be repaired or

replaced in a workmanlike manner to match as closely as possible the original materials and construction of that building.] All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances [shall] MUST be repaired or replaced.

- (3) All cornices, upper store windows and all other portions of a building containing wood trim [shall] MUST be made structurally sound. Rotten or weakened portions [shall] MUST be removed and repaired or replaced to match as closely as possible the original patterns. All exposed wood [shall] MUST be painted or stained, or otherwise treated for protection.
- (4) A storefront as a part of the building facade [shall be] IS defined to include:
 - (a) the building face(s) and the entrance area leading to the door;
 - (b) the door, sidelights, transoms, show windows, display platforms, devices including lighting and signing designed to be viewed from the public right-of-way and/or the areas visible to the public prior to entering the interior portion of the structure.

Existing show windows, entrances, signs, lighting, sun protection, security grilles, etc., [shall] MUST be compatible, harmonious, and consistent with the scale and character of the structure. All show window elements must be located within 13 feet of grade on buildings proposed for construction or substantial rehabilitation subsequent to the effective date of this ordinance.

Storefronts on single story buildings [shall] MUST be designed for the full height to the cornice unless existing traditional architectural elements are present, in which case the new construction [shall] MUST be harmonious with those elements. Cornice lines [shall] MUST be maintained.

Adjoining buildings used by the same occupant [shall] MUST be rehabilitated in a unified and harmonious manner. Each building [shall] MUST be rehabilitated and repaired with materials and in a manner consistent with the original construction techniques where feasible, and with the other provisions of this RENEWAL PLAN [plan].

Enclosures and housings for security grilles and screens [shall] MUST be as inconspicuous as possible and compatible with other elements of the facade.

These enclosures or housings [shall] MUST be completely concealed by the [cedar siding band] SELECTED MATERIAL or other facade elements.

All exposed portions of the grille, screen or enclosure [which] THAT are normally painted and all portions [which] THAT require painting to preserve, protect, or renovate the surface [shall] MUST be painted. Non-metal grilles and screens [shall be] ARE prohibited.

All screens and grilles protecting entrances and show windows must be constructed so they can be opened or removed. [Such] THE screens and grilles [shall] MUST be opened or removed during the normal business hours of that business.

Show windows [shall] MAY not be painted for advertising purposes, but may be painted for authorized identification of the place of business when authorized by the Department [of Housing and Community Development].

No temporary or permanent sign affixed or placed against the inside surface of a show window [shall] MAY exceed 20% of the area of that show window.

Decalcomanias [one] 1 square foot or less in area may be affixed to show windows or entrance door windows when [same] THEY are supplied by credit card companies and carry no text or message other than the identification of such companies.

(5) Solid or permanently enclosed or covered storefronts [shall] ARE not [be] permitted, unless treated as an integral part of the building facade using wall materials and detailing compatible with these standards.

(6) Awnings

(a) Soft, retractable awnings are permitted over the first floor and on the upper floors over windows only.

(b) They must be flame proofed.

(c) They [shall] MUST not project more than [seven (7)] 7 feet from the building front and [shall] MUST otherwise conform with the provisions of City ordinances.

(d) They [shall] MUST terminate against the building at a height not to exceed [thirteen (13)] 13 feet above the pavement, or [one] 1 inch below the second floor window sill, whichever is lower.

(e) Rigid or fixed awnings, sun screens or permanent canopies are not permitted on any portion of the building front.

(7) Flat or corrugated dark bronze finished metal, brick and stucco may be used on storefronts. These materials, if existing, [shall] MUST be cleaned or painted in an acceptable manner. Brick walls [shall] MUST be pointed to match existing joints where necessary. Painted masonry walls [shall] MUST have loose material removed and [shall] MUST be painted a single color except for trim, which may be a compatible color. Existing corrugated aluminum [shall] MUST be painted a dark bronze color. Paint colors and locations [shall] MUST be submitted for approval of the Commissioner. Patched walls [shall] MUST be made to match the existing surfaces as to material, color, bond and joining. Cleaning of masonry surfaces by sandblasting [shall] IS not [be] permitted. No other materials, either existing or new, [shall be] ARE permitted on storefronts, building fronts sides, and rears without the approval of the Commissioner.

(8) Dormer windows on roofs sloping toward the shopping street [shall] MUST be treated in accordance with the same criteria as building fronts.

(9) Existing miscellaneous elements on the building fronts, such as empty electrical or other conduits, unused sign brackets, etc., [shall] MUST be eliminated.

- (10) Sheet metal gutters and downspouts [shall] MUST be repaired or replaced as necessary and [shall] MUST be neatly located and securely installed. Gutters and downspouts [shall] MUST be painted to harmonize with the other building front colors.
- (11) No new mechanical equipment [shall be] IS allowed to project through building fronts.
- (12) No dumpsters or rubbish containers [shall] MAY be exposed at the fronts of buildings except those specifically designed and intended for public use.

c. Rear and Side Walls

- (1) Rear and side walls [shall] MUST be repaired and painted to present a neat and fresh appearance. Rear walls [shall] MUST be painted to cover evenly all miscellaneous patched and filled areas or be stuccoed to present an even and uniform surface.
- (2) Side walls, where visible from any of the streets, [shall] MUST be finished or painted so as to harmonize with the front of the building.

d. Roofs

- (1) Chimneys, elevator penthouses or any other auxiliary structures on the roofs [shall] MUST be repaired and cleaned as required for rear and side walls. Any construction visible from the street or from other buildings [shall] MUST be finished so as to be harmonious with other visible building walls.
- (2) Any new mechanical equipment placed on a roof [shall] MUST be so located as to be hidden from view from the shopping streets, and to be as inconspicuous as possible from other viewpoints. New equipment [shall] MUST be screened with suitable elements of a permanent nature, finished so as to harmonize with the rest of the building. Where [such] THE screening is unfeasible, equipment [shall] MUST be installed in a neat, presentable manner, and [shall] MUST be painted in such a manner as to minimize its visibility.
- (3) Television and radio antennae [shall] MUST be located so as to be as inconspicuous as possible.
- (4) Roofs [shall] MUST be kept free of trash, debris, or any other element [which] THAT is not a permanent part of the building or a functioning element of its mechanical or electrical system.

e. Auxiliary Structures

Structures at the rears of buildings, attached or unattached to the principal commercial structure, which are structurally deficient, [shall] MUST be properly repaired or demolished.

f. Yards

Where a front, side or rear yard exists or is created through the demolition of structures, the owner [shall] MUST condition the open areas in a manner consistent with the following standards. The owner [shall] MUST submit his proposal for use as space to the Department for approval.

(1) Off-Street Parking Requirements

- (a) Parking spaces [shall] MUST be provided on all lots as established in the Zoning [Ordinance] CODE of Baltimore City, or in such lesser amount as may be authorized by Board of Municipal and Zoning Appeals as a Special Exception or Variance. In addition to these requirements, off-street parking areas [shall] MUST be visually screened from public streets and adjacent properties.
 - (b) All required parking spaces [shall] MUST be provided with the proper ingress and egress to a public street or alley by means of access drives and aisles.
 - (c) All parking facilities [shall] MUST be effectively screened. Screening [shall] MAY consist of a masonry wall or durable fence, or combination therefore, not less than [four (4)] 4 feet in height; in lieu of such wall or fence, a compact evergreen hedge of not less than [four (4)] 4 feet in height at times of original planting may be used. SCREENING MUST BE DESIGNED IN A MANNER THAT WILL BE NON-CONDUCTIVE TO LEANING OR SITTING TO DISCOURAGE LOITERING. Screening and landscaping [shall] MUST be maintained in good condition and [shall] MUST be so designed and placed so as not to obstruct vehicle sight distances at entrances and exits. The design of the lot screening [shall] MUST be approved by the Department [of Housing and Community Development].
 - (d) All exterior (surface) parking areas [shall] MUST be paved with a hard, dust-free surface, and [shall] MUST be properly illuminated and maintained in a neat and clean manner.
 - (e) A sign not exceeding [six (6)] 6 square feet may be used to identify and control parking and loading.
- (2) No storage of trash containers [shall be] ARE allowed except when housed in or screened by permanent structures of acceptable design. Trash storage areas [shall] MUST be maintained in a neat and clean manner at all times.

(3) Off-Street Loading, Storage and Service

- (a) Where permitted by the Zoning [Ordinance] CODE of Baltimore City, front, side or rear yards may be used for loading, storage or service. In addition to any requirements of the Zoning [Ordinance] CODE, these areas [shall] MUST be appropriately screened from all adjacent streets and properties. Appropriate screening [shall] MAY include, but is not necessarily limited to, solid and perforated masonry walls at least [five] 5 feet [six] 6 inches in height, solid fences and trees, and shrubs planted at appropriate intervals or a combination of these.

- (b) All yards used for loading and vehicle storage and service [shall] MUST be provided with the proper ingress and egress to a public street or alley by means of access drives and aisles. [Such] THE drives and aisles [shall] MUST be consistent with the intended use of the property and [shall] MUST not be excessive in size.
- (c) All outside storage of vehicles [shall] IS [be] restricted to [three] 3 per service bay.

(4) Enclosures of Yards

A rear yard may be enclosed along side and rear property lines by an appropriate wall, consistent and harmonious in design with the rear walls of the building. Solid doors or solid gates may be used to the extent necessary for access and delivery. [Such] THE walls [shall] MAY be not less than [five] 5 feet nor more than [five] 5 feet [six] 6 inches in height. Use of barbed wire or broken glass on top of walls [shall] IS not [be] permitted. Structures at the rears of buildings attached or unattached to the principal commercial structure which are structurally deficient, [shall] MUST be properly repaired or demolished.

g. Existing Passageways

- (1) All existing passageways fronting on any street or alley [shall] MUST comply with all of the terms of this RENEWAL Plan, especially maintenance and repair of exterior walls.
- (2) They [shall] MUST be kept structurally intact and free from hazards to the general public.
- (3) They [shall] MUST be kept free of debris.
- (4) All masonry surfaces [shall] MUST be repaired and cleaned or painted to present a neat, fresh and uniform appearance.
- (5) Provision for metal security gates at each end of such passage ways [shall] ARE [be] the responsibility of the occupants of buildings immediately adjacent. These gates must be provided with a lock. Non-metal gates and non-metal locks are not permitted. It [shall be] IS the responsibility of first floor occupants of buildings immediately adjacent to both sides of such passageways to lock gates after normal business hours. Passageways must be provided with sufficient lighting if gates are to be left unlocked during normal business hours of darkness. When security gates are "open", they [shall] MUST be fixed to the wall either by a metal latch or wood device.

h. Signs

- (1) No signs other than those identifying the name of the business where they are installed or identifying the use conducted therein [shall be] ARE permitted. Advertising by material or product manufacturers [shall] IS not [be] permitted except as primary identification of an establishment. A logo (decorative initial, trademark, symbol, etc.) may also be used as part of the sign.

All lighting and electrical elements such as wires, conduits, junction boxes, transformers, ballasts, switches and panel boxes [shall] MUST be concealed from view as much as possible.

Signs [shall] MUST be located near the bottom of the cedar band. Final location of the signs [shall] MUST be determined upon [HCD] DEPARTMENT review of a scaled drawing of the proposed sign in relation to the cedar band and the signs of adjacent buildings.

- (2) Flat signs of wood or metal or internally illuminated box signs [shall] MUST be placed parallel to the building face and [shall] MAY not project more than [8"] 8 INCHES from the surface of the cedar band. The height of [such] THE signs [shall be] ARE limited to 30% of the height of the cedar band. Signs [shall] MAY terminate no less than [12"] 12 INCHES from the property line or edge of the building. The top, bottom and sides of all box signs [shall] MUST have a bronze anodized finish; other signs [shall] MUST have edges finished in a workmanlike manner. No signs [shall] MAY be painted directly on the cedar band.
- (3) Freestanding letters or logos, either internally illuminated or lit as described in section [(h)] I. Lighting (below) up to 50% of the height of the cedar band [shall be] IS permitted. [Such] THE signs [shall] MUST terminate [12"] 12 INCHES from property lines.
- (4) Freestanding signs (pole signs) [shall] MAY be permitted for identification of automobile service stations and for formerly vacant automobile service stations developed for commercial reuse, provided that [such] THE sign does not exceed 24 feet in height and 80 square feet in area (total of both faces). These freestanding signs [shall] MUST not project into the public right-of-way; and [shall] MAY contain only the name of the business conducted on the site therein, and/or a logo, decorative initial, trademark or symbol. Freestanding signs may be permitted on other sites where buildings are set back from their property lines, subject to the approval of the Commissioner.
- (5) Identification of commercial tenants on the upper floors of a building [shall be] IS limited to signage on the door leading to the upper floors.
- (6) Lettering applied to ground floor show windows or entrance doors [shall] MAY not exceed [two and one-half (2½)] 2½ inches in height, and the text, limited to identification of the business. Signs identifying the occupant [shall be] ARE permitted at rear entrance doors but [shall] MAY not exceed [six] 6 square feet in size, except where authorized by the Department [of Housing and Community Development].
- (7) Roof top signs, signs above the parapet of a building, billboards, or outdoor advertising signs painted or mounted on structures other than billboards, except as otherwise herein provided, [shall] ARE not [be] permitted.
- (8) All existing rooftop and facade-mounted sign brackets and hardware [shall] MUST be removed.
- (9) No new marquees or canopies [shall be] ARE allowed on buildings other than operating theatres. Existing marquees [shall] MUST be refaced with a material that is in character with the building.

- (10) Painted or inlaid signs on cloth awnings are permitted.
- (11) Flashing or moving signs other than barber poles [shall] ARE not [be] permitted.
- (12) Signs [shall] MUST be lit in an acceptable manner [such] as is described in section [(h)] i - Lighting (below). Method of lighting [shall] MUST be shown on drawings for signs.
- (13) All signs not conforming to the above regulations [shall] MUST be removed within [two] 2 years from THE date of enactment of this RENEWAL PLAN [plan;], except billboards larger than [sixty] 60 square feet, which [shall] MUST be removed within [five] 5 years. No lease for [such] THE billboards expiring after THE date of enactment of this RENEWAL PLAN [plan shall] MAY be renewed. Future minor privilege permits for signs [shall] MAY be issued only for those signs meeting project design criteria.
- (14) No private signs [shall be] ARE permitted except as herein provided or as otherwise authorized by the Department [of Housing and Community Development] for temporary purposes not exceeding [thirty] 30 days.

Each store is required to display a postal address number on the storefront. The number [shall] MAY be used in conjunction with the Howard Park logo. Number size, style, location and design [shall] MUST be approved by the Commissioner.

i. Lighting

- (1) The following lighting methods are not permitted:
 - (a) Exposed fluorescent lighting.
 - (b) Exposed quartz or mercury vapor lamps.
 - (c) Exposed incandescent lamps other than low wattage, purely decorative lighting.
- (2) The following lighting methods are permitted:
 - (a) Fully recessed fluorescent downlights or wallwashers in a [HCD] DEPARTMENT-approved standardized cedar valance box. Box must run full length of storefront at top of sign area.
 - (b) Internally illuminated box signs and individual letters or back-lit (halo) letters.

j. Footways

Footways adjacent to all properties within the area boundaries [shall] MUST be maintained in a manner consistent with applicable Baltimore City Codes. In addition, when required, footways [shall] MUST be repaired or replaced to present a neat and even appearance and in a manner that is compatible with the materials, design and finish of adjacent footway surfaces.

k. Period of Compliance

To the extent that rehabilitation requirements for commercial uses are specifically applicable to the Howard Park Business Area and are not generally required elsewhere, the work necessary to meet [such] THE requirements [shall] MUST be completed within [two (2)] 2 years from the effective date of this RENEWAL PLAN [plan], unless specifically outlined elsewhere in this RENEWAL PLAN [plan]. No work, alterations or improvements [shall] MAY be undertaken after enactment of this RENEWAL PLAN [plan], which do not conform with the requirements herein.

Nothing herein [shall] MAY be construed to permit any sign, construction alteration, change, repair, use or any other matter otherwise forbidden or restricted or controlled by any other public law.

l. Design Review and Approval

- (1) It [shall be] IS the responsibility of the Department [of Housing and Community Development] to supervise that part of this Renewal Plan dealing with design, code enforcement and inspection.
- (2) Designs for all improvements, modification, repairs, rehabilitation or painting affecting the exterior of the existing buildings, yards, show windows, signs, exterior footways, and new construction [shall] MUST be submitted in the form of complete architectural drawings to the Department [of Housing and Community Development], and written approval by the Department [shall be] IS required before obtaining the necessary permits and proceeding with the work.
- (3) The Department [of Housing and Community Development shall be] IS concerned with all aspects of design affecting exterior appearance, and in particular with the following:
 - (a) Colors to be used on buildings and signs.
 - (b) Design of show windows and entrance area, including choice of materials and types of security devices.
 - (c) Design of signs, methods of illumination, colors, materials, methods of suspension.
 - (d) Conditioning of rear yard spaces, location of delivery signs.
 - (e) All exterior materials and colors.
 - (f) Design of awnings, shutters and upper floor windows.
 - (g) Compatibility of new construction as to scale, color, materials and signing.
 - (h) Design and construction of exterior footways and footway elements such as street trees and driveways.

- (6) Amend D. Review of Developer's Plans to read as follows:

D. Review of Developer's Plans

1. Department [of Housing and Community Development] Review

The Department [of Housing and Community Development] specifically reserves the right to review and approve the Developer's plans and specifications for development or rehabilitation with respect to their conformance with the provisions of the [renewal plan] RENEWAL PLAN and in order to achieve harmonious development of the [project area] PROJECT AREA. [Such] THE review and approval [shall] MAY take into consideration, but [shall] IS not [be] limited to, the suitability of the site plan, architectural treatment, building plans, elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, streets, sidewalks and the harmony of the plans with the surroundings.

2. COMMUNITY REVIEW

THE DEPARTMENT MUST SUBMIT TO THE GREATER NORTHWEST COMMUNITY COALITION (GNCC) AND THE HOWARD PARK CIVIC ASSOCIATION (HPCA) PROJECT AREA COMMITTEE, OR THEIR SUCCESSORS, FOR REVIEW AND COMMENT, THE FORM AND CONTENT OF ALL PROPOSALS TO REDEVELOP LAND TO BE DISPOSED OF AND THE PRELIMINARY AND PROPOSED FINAL CONSTRUCTION PLANS FOR EACH DISPOSITION LOT DESIGNATED IN THE RENEWAL PLAN. THE GNCC WILL BE THE POINT OF CONTACT BY THE DEPARTMENT AND THE HPCA AND ANY OTHER RECOGNIZED COMMUNITY GROUPS WILL BE CONTACTED SO COMMUNITY REPRESENTATIVES CAN PARTICIPATE IN REVIEWS THAT IMPACT THE COMMUNITY. THE WRITTEN COMMENTS AND RECOMMENDATIONS FROM THIS REVIEW MUST BE TRANSMITTED TO THE DEPARTMENT NO LATER THAN 3 WEEKS AFTER THE PLANS HAVE BEEN SUBMITTED TO GNCC AND HPCA PROJECT AREA COMMITTEE; OTHERWISE, IT IS PRESUMED THAT THE PLANS ARE ACCEPTABLE. THE COMMISSIONER RETAINS THE FINAL AUTHORITY TO APPROVE OR DISAPPROVE ALL PLANS.

3 [2]. Design Objectives

a. Building Design Objectives

Each building unit, whether existing or proposed, [shall be] IS an integral element of the overall site design and [shall] MUST reflect and complement the character of the surrounding area.

Non-residential buildings [shall] MUST be located so as to be compatible with surrounding living areas and organized in a manner to coordinate employee and customer physical requirements. Building facades [shall] MUST be complementary to those adjacent.

b. Parking Design Objectives

Off-street parking areas [shall] MUST be designed with careful regard given to orderly arrangement, landscaping, ease of access and as an integral part of the total site design. All parking areas [shall] MUST be screened from adjacent streets by dense screen planting and/or masonry screening walls.

Vehicular access to the parking areas [shall] MUST be direct and not in conflict with vehicular movement which services the various uses within the site. Ingress and

egress points [shall] MUST be well distanced from intersections to avoid congestion and interference with traffic.

c. Loading Design Objectives

Loading space [shall] MUST be provided to the maximum extent possible in convenient off-street facilities to serve business uses in the area.

d. Street, Pedestrian Walkways and Open Space Objectives

Developers [shall] MUST provide adequate open space in combination with the proper siting of buildings and location of off-street parking areas. Streets, pedestrian walkways, and open spaces, including street furniture and signs, [shall] MUST be designed as an integral part of the overall design, properly related to adjacent existing and proposed buildings.

e. Landscape Design Objectives

A coordinated landscape program [shall] MUST be developed covering the entire area to incorporate the landscape treatment for open space, streets and parking areas into a coherent and integrated arrangement. Landscaping [shall] MUST include trees, [shubbery] SHRUBBERY and plantings in combination with related paving and surface treatment.

4 [3]. Developer's Obligations

- a. The Developer [shall] MAY not enter into, execute or be a part to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument [which] THAT restricts the sale, lease, use or occupancy of the property, or any part thereof, or any improvements placed thereon, [upon] ON the basis of national origin, race, religion, sex or color. [Such] THE agreement or covenant providing for this non-discrimination provision [shall] MUST be included in the instruments, and the City of Baltimore [shall be] IS deemed a beneficiary of [such] THE covenants and [shall be] IS entitled to enforce [it] THEM. The Developer [shall] MUST comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation.
- b. The Developer [shall] MUST devote the land to those uses specified in the RENEWAL PLAN [plan] and to no other uses.
- c. The Developer [shall] MUST agree to retain the interest he acquires in the property transferred to him until he has completed the improvements, construction, and development in the area required by this RENEWAL PLAN [plan] and disposition instruments, and he [shall] MUST further agree not to sell, lease, or otherwise transfer the interest he acquired or any part thereof without the prior written consent of the Department [of Housing and Community Development] or until the Department [shall have] HAS certified in writing that the Developer has completed the improvements, construction and development in the area.

The Department [of Housing and Community Development] will fully utilize its Design Advisory Panel to work with Developers in the achievement of high quality site, building, and landscape design.

5 [4]. New Construction and Rehabilitation

All plans for new construction (including parking lots) or rehabilitation of any property not to be acquired under the provisions of this RENEWAL PLAN [plan shall] MUST be submitted to the Department [of Housing and Community Development] for review. [Upon] ON finding that the proposed plans are consistent with the objectives of the [urban renewal plan] RENEWAL PLAN, the Commissioner [of the Department of Housing and Community Development shall] MUST authorize the processing of the plans for issuance of a building permit. The provisions of this section are in addition to and not in lieu of all other applicable laws and ordinances relating to new construction.

6 [5]. Demolition

All applications for demolition permits [shall] MUST be submitted to the Department [of Housing and Community Development] for review and approval. [Upon] ON finding that the proposed demolition is consistent with the objectives of the [urban renewal plan] RENEWAL PLAN, the Commissioner [of the Department of Housing and Community Development shall] MUST authorize the issuance of the necessary permit. If the Commissioner finds that the proposal is inconsistent with the [urban renewal plan] RENEWAL PLAN and therefore denies the issuance of their permit, [he shall] THE COMMISSIONER MUST seek approval of the Board of Estimates to acquire for and on behalf of the [Mayor and] City [Council of Baltimore] the property, in whole or in part, on which [said] THE demolition was to have occurred by purchase, lease, condemnation, gift, or other legal means for the renovation, rehabilitation, and disposition thereof. In the event that the Board of Estimates does not authorize the acquisition, the Commissioner [shall] MUST, without delay, issue the demolition permit.

- (7) Amend E. Other Provisions Necessary to Meet Requirements of State and Local Laws to read as follows:

E. Other Provisions Necessary to Meet Requirements of State and Local Laws1. Land Disposition

- a. Land and property interests acquired by the [Mayor and] City [Council] within the PROJECT AREA [area] will be disposed of by sale, lease, conveyance or transfer, or other means available to the City, in accordance with the provisions of this RENEWAL PLAN [plan].
- b. The parcels shown on the Land Disposition Map, Exhibit 3, as available for disposition, are schematic and approximate[.]. The Department [of Housing and Community Development shall have] HAS the right, in its discretion, to fix their precise boundaries and size. For purposes of disposition, the parcels or lots, as shown on the Land Disposition Map, may be subdivided or combined.

2. Zoning

All appropriate provisions of the Zoning [Ordinance] CODE of Baltimore City [shall] apply to the properties in the Howard Park Business Area. In order to implement the [Urban] Renewal Plan, Zoning District changes, as designated in Exhibit 4, will be required. These changes require amendment to the Zoning [Ordinance] CODE. Action to this effect will be initiated during the execution of the RENEWAL PLAN [plan].

3. Reasons for the Various Provisions of this Plan

- a. Establishing a positive and identifiable image for the Howard Park Business Area;
- b. Accommodating the expansion of existing retail small businesses;
- c. Promoting new retail business activity in the PROJECT AREA [area];
- d. Developing off-street parking that will increase commercial activity;
- e. Establishing uniform, comprehensive design and rehabilitation standards that will enhance the business area through private investment; and
- f. Bringing about a general physical improvement of the area through coordinated public improvements.

(8) Amend F. Duration of Provisions and Requirements to read as follows:F. Duration of Provisions and Requirements

The provisions and requirements of this RENEWAL PLAN [plan], as it may be amended from time to time, REMAINS IN FULL FORCE AND [shall be in] effect for a period of [not less than twenty (20)] 40 years [following] FROM the date THE Renewal Plan is last amended [of the approval of this plan] by the [Mayor and] City [Council of Baltimore].

(9) Amend G. Procedures for Changes in Approved Plans to read as follows:G. Procedures for Changes in Approved Plans

The Department [of Housing and Community Development shall] MUST submit to the [Howard Park Merchants Association] GREATER NORTHWEST COMMUNITY COALITION (GNCC) IN CONJUNCTION WITH THE HOWARD PARK CIVIC ASSOCIATION (HPCA) BOARD MEMBER and/or [its] THEIR successors for [its] THEIR review and comments, all proposed amendments to the [urban renewal plan] RENEWAL PLAN no later than at the same time the proposed amendments are submitted to the Director of the Department of Planning by the Department [of Housing and Community Development]. The written comments and recommendations from this review [shall] MUST be submitted to the Department [of Housing and Community Development] no later than 3 weeks after they have been submitted to the [Howard Park Merchants Association] GNCC AND HPCA BOARD MEMBER and/or [its] THEIR successors[,]; otherwise, it is presumed the proposed changes are satisfactory. Prior to passage of any ordinance amending the [urban renewal plan] RENEWAL PLAN, a public hearing [shall] MUST be held. The [Howard Park Merchants Association] GNCC AND HPCA BOARD MEMBER and/or [its] THEIR successors [shall] MUST receive, at least [ten] 10 days prior to [such] THE hearing, written notice of the time and place of [such] THE hearing. With respect to any land in the Project Area previously disposed of by the City for use in accordance with the [urban renewal plan] RENEWAL PLAN, the then [such notice] owner of [such] THE land whose interests therein are materially affected by [such] THE changes [shall] MUST receive at least [ten] 10 days prior to [such] THE hearing written notice of the time and place of [such] THE hearing and information as to where a copy of the proposed amendments may be inspected.

(10) Amend H. Separability to read as follows:

H. Separability

In the event it be judicially determined that any word, phrase, clause, sentence, paragraph, section or part in or of this RENEWAL PLAN [plan] or the application [thereof] OF IT to any person or circumstances is invalid, the remaining provisions and the application of [such] THE provisions to other persons or circumstances [shall] ARE not [be] affected [thereby], it being [hereby] declared that the remaining provisions of the RENEWAL PLAN [plan] without the word, phrase, clause, sentence, paragraph, section or part, or the application [thereof] OF IT, so held invalid, would have been adopted and approved.

- (11) Exhibit 1, "Land Use Plan", Exhibit 2, "Property Acquisition", Exhibit 3, "Land Disposition", and Exhibit 4, "Zoning Districts", all dated as revised May 24, 2004, are amended to reflect the changes in the Renewal Plan.

SECTION 2. AND BE IT FURTHER ORDAINED, That it is necessary to acquire, by purchase or condemnation, for urban renewal purposes, the fee simple interest or any lesser interest in and to the following properties or portions thereof, together with all right, title, interest and estate that the owner or owners of said property interests may have in all streets, alleys, ways or lanes, public or private, both abutting the whole area described and/or contained within the perimeter of said area, situate in Baltimore City, Maryland, and described as follows:

4601-23 Liberty Heights Avenue
4625-27 Liberty Heights Avenue
4629 Liberty Heights Avenue

4600 Maine Avenue
4602 Maine Avenue
4604 Maine Avenue
4606 Maine Avenue
4608 Maine Avenue
4610 Maine Avenue

10 foot alley between the 4600 blocks of Liberty Heights and Maine Avenues

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Howard Park Business Area, as amended by this Ordinance and identified as "Urban Renewal Plan, Howard Park Business Area, revised to include Amendment 1, dated July 12, 2004", is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the

applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-838
(Council Bill 04-1491)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Convalescent, Nursing, and
Rest Home (Assisted Living) – 2600 Keyworth Avenue**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 2600 Keyworth Avenue, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 4-904(1) and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 2600 Keyworth Avenue, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 4-904(1) and 14-102, subject to the ~~condition~~ that the following conditions:

1. The maximum number of residents is 6, not including a resident manager.
2. 24-hour supervision must be provided.
3. Sleeping rooms for clients may not be in the basement.
4. There may be no exterior sign on the facility other than a nameplate no larger than 6 inches wide by 6 inches high.
5. The convalescent, nursing, and rest home (assisted living) ~~complies must comply~~ with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-839
(Council Bill 04-1494)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Convalescent, Nursing, and
Rest Home (Assisted Living) – 5315 Norwood Avenue**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 5315 Norwood Avenue, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 4-604 and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 5315 Norwood Avenue, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 4-604 and 14-102, subject to the ~~condition that~~ the following conditions:

1. The maximum number of residents is 8, not including a resident manager.
2. 24-hour supervision must be provided.
3. Sleeping rooms for clients may not be in the basement.
4. There may be no exterior sign on the facility other than a nameplate no larger than 6 inches wide by 6 inches high.

5. The convalescent, nursing, and rest home (assisted living) ~~complies~~ must comply with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-840
(Council Bill 04-1497)**

AN ORDINANCE CONCERNING

**Urban Renewal — Waterview —
Amendment 2**

FOR the purpose of amending the Urban Renewal Plan for Waterview to specify uses to be allowed in a certain land use area, to provide for the review by the community organization of all plans for new construction, exterior rehabilitation, site improvement, or change in the use of any property, to provide that the provisions of the Waterview Planned Unit Development supercede the provisions of the urban renewal plan, and revising certain exhibits to reflect the change in land use, upon approval by separate ordinance, for the property known as 3100 Waterview Avenue; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Waterview was originally approved by the Mayor and City Council of Baltimore by Ordinance 82-637 and last amended by Ordinance 84-222.

An amendment to the Urban Renewal Plan for Waterview is necessary to specify uses to be allowed in a certain land use area, to provide for the review by the community organization of all plans for new construction, exterior rehabilitation, site improvement, or change in the use of any property, to provide that the

provisions of the Waterview Planned Unit Development supercede the provisions of the urban renewal plan, and revising certain exhibits to reflect the change in zoning, upon approval by separate ordinance, for the property known as 3100 Waterview Avenue.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for Waterview are approved:

- (1) On page 4 of the Plan, after B.1.d., insert B.1.e. to read as follows:

E. RESIDENTIAL

RESIDENTIAL USES SHALL BE THOSE PERMITTED UNDER THE R-6 ZONING DISTRICT OF THE BALTIMORE CITY ZONING CODE.

- (2) On page 6 of the Plan, amend the first sentence of B.2.b. to read as follows:

b. Review of Plans

All plans for new construction (including parking and storage lots), exterior rehabilitation, site improvements, or change in use of any property in the Project Area shall be submitted to the UMBRELLA ORGANIZATION CHERRY HILL 2000 OR ITS DESIGNEE OR SUCCESSOR AND THE Department of Housing and Community Development for review.

- (3) On page 11 of the Plan, amend D. to read as follows:

D. Duration of Provisions and Requirements

The Waterview Urban Renewal Plan, as it may be amended from time to time, shall be in full force and effect for a period of [forty (40)] 40 years from the date of original adoption of this Renewal Plan by ordinance of the Mayor and City Council of Baltimore. TO THE EXTENT THERE EXISTS ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RENEWAL PLAN AND THE STANDARDS AND CONTROLS OF ANY PLANNED UNIT DEVELOPMENT LEGISLATION APPROVED BY THE MAYOR AND CITY COUNCIL FOR THE WATerview URBAN RENEWAL AREA, THE STANDARDS AND CONTROLS OF THE PLANNED UNIT DEVELOPMENT CONTROL.

- (4) Exhibit 1, "Land Use Plan", ~~Exhibit 2, "Property Acquisition/Land Disposition"~~, and Exhibit 3, "Zoning Districts" are amended, dated as revised October 29, 2004, to reflect the change in land use.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Waterview, as amended by this Ordinance and identified as "Urban Renewal Plan, Waterview, revised to include Amendment 2, dated July 12, 2004", is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the

procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-841
(Council Bill 04-1509)**

AN ORDINANCE CONCERNING

**City Streets — Closing — Certain Streets or Portions of them
Lying Within the Area Bounded by Monument Street,
Constitution Street, Exeter Street, Hillen Street,
the Orleans Street Viaduct, and the Fallsway**

FOR the purpose of condemning and closing certain streets or portions of them lying within the area bounded by Monument Street, Constitution Street, Exeter Street, Hillen Street, the Orleans Street Viaduct, and the Fallsway, as shown on Plat 293-A-3C in the Office of the Department of Public Works; and providing for a special effective date.

BY authority of
Article I - General Provisions
Section 4
and
Article II - General Powers
Sections 2, 34, 35
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Department of Public Works shall proceed to condemn and close certain streets or portions of them lying within the area

bounded by Monument Street, Constitution Street, Exeter Street, Hillen Street, the Orleans Street Viaduct, and the Fallsway, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the north side of Terminal Street, varying in width, and the west side of Constitution Street, 50 feet wide, the point of beginning being distant Southerly 101.00 feet measured along the west side of Constitution Street from the south side of Monument Street, 66 feet wide, and running thence binding on the west side of Constitution Street, Southerly 56.5 feet, more or less, to the southwest side of Terminal Street; thence binding on the southwest side of Terminal Street, Northwesterly 29.4 feet, more or less, to the south side of Terminal Street, 30 feet wide; thence binding on the south side of last said Terminal Street, Westerly 279.1 feet, more or less, to intersect the southeast side of Centre Street, 44 feet wide; thence binding on the southeast side of Centre Street, North 38° 19' 02" East 43.5 feet, more or less, to the north side of last said Terminal Street, and thence binding in part on the north side of last said Terminal Street, in part on the north side of Terminal Street, mentioned firstly herein, and in all, Easterly 270.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 2 at the point formed by the intersection of the southwest side of Centre Street, varying in width, and the east side of Courtney Street, 20 feet wide, the point of beginning being distant, southwesterly 32.65 feet, measured along the southwest side of Centre Street from the south side of Monument Street, 66 feet wide, and running thence binding on the east side of Courtney Street, Southerly 104.5 feet, more or less, to intersect the north side of Terminal Street, 30 feet wide; thence binding on the north side of Terminal Street, Westerly 20.0 feet, more or less, to intersect the west side of Courtney Street; thence binding on the west side of Courtney Street, Northerly 100.2 feet, more or less, to intersect the southwest side of Centre Street, and thence binding on the southwest side of Centre Street, and Northeasterly by a line curving to the right with a radius of 302.00 feet the distance of 21.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 3 at the point formed by the intersection of the north side of the Orleans Street Viaduct, 100 feet wide, and the northwest side of Front Street, varying in width, the point of beginning being distant northeasterly 73.42 feet, measured along the north side of the Orleans Street Viaduct from the east side of Fallsway, varying in width, and running thence binding on the northwest side of Front Street, the two following courses and distances; namely, North 16° 17' 12" East 280.53 feet and North 30° 08' 09" East 99.66 feet to intersect the southwest side of High Street, 50 feet wide; thence binding on the southwest side of High Street, South 43° 02' 50" East 50.04 feet to intersect the southeast side of Front Street; thence binding on the southeast side of Front Street, the three following courses and distances; namely, South 37° 56' 00" West 36.83 feet, South 34° 52' 15" West 49.25 feet and South 16° 28' 35" West 258.75 feet to intersect the north side of the Orleans Street Viaduct, and thence binding on the north side of the Orleans Street Viaduct, South 88° 01' 20" West 38.70 feet to the place of beginning.

Beginning for Parcel No. 4 at the point formed by the northwest side of Front Street, varying in width, and the north side of the Orleans Street Viaduct, 100 feet wide, and extending from a plane 8.00 feet below and paralleling the bottom flange of the lowest beam of the superstructure of the Orleans Street Viaduct and descending to an elevation of unlimited depth, the point of beginning being distant northeasterly 73.42 feet, measured along the north side of the Orleans Street Viaduct from the east side of the Fallsway, varying in width, and running thence binding on the north side of the Orleans Street Viaduct, North 88° 01' 20" ~~West~~ East 38.70 feet to intersect the southeast side of Front Street, South 16° 28' 35" West 30.17 feet, and thence by a straight line through the bed of Bath Street, 40 feet wide, North 47° 30' 41" West 40.85 feet to the place of beginning.

As delineated on Plat 293-A-3C, prepared by the Survey Control Section and filed on May 13, 1996, in the Office of the Department of Public Works.

SECTION 2. AND BE IT FURTHER ORDAINED, That the proceedings for the condemnation and closing of the streets or portions of them and the rights of all interested parties shall be regulated by and in accordance with all applicable provisions of state and local law and with all applicable rules and regulations adopted by the Director of Public Works and filed with the Department of Legislative Reference.

SECTION 3. AND BE IT FURTHER ORDAINED, That after the closing under this Ordinance, all subsurface structures and appurtenances now owned by the Mayor and City Council of Baltimore continue to be the property of the Mayor and City Council, in fee simple, until their use has been abandoned by the Mayor and City Council. If any person wants to remove, alter, or interfere with them, that person must first obtain permission from the Mayor and City Council and, in the application for this permission, must agree to pay all costs and expenses, of every kind, arising out of the removal, alteration, or interference.

SECTION 4. AND BE IT FURTHER ORDAINED, That no building or structure of any kind (including but not limited to railroad tracks) may be constructed or erected in or on any part of the street closed under this Ordinance until all subsurface structures and appurtenances owned by the Mayor and City Council of Baltimore have been abandoned by the Mayor and City Council or, at the expense of the person seeking to erect the building or structure, have been removed and relaid in accordance with the specifications and under the direction of the Director of Public Works of Baltimore City.

SECTION 5. AND BE IT FURTHER ORDAINED, That after the closing under this Ordinance, all subsurface structures and appurtenances owned by any person other than the Mayor and City Council of Baltimore shall be removed by and at the expense of their owners, promptly upon notice to do so from the Director of Public Works.

SECTION 6. AND BE IT FURTHER ORDAINED, That at all times after the closing under this Ordinance, the Mayor and City Council of Baltimore, acting by or through its authorized representatives, shall have access to the subject property and to all subsurface structures and appurtenances used by the Mayor and City Council, for the purpose of inspecting, maintaining, repairing, altering, relocating, or replacing any of them, without need to obtain permission from or pay compensation to the owner of the property.

SECTION 7. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-842
(Council Bill 04-1510)**

AN ORDINANCE CONCERNING

**City Streets — Opening — Certain Streets and Alleys Lying
Within the Middle East Urban Renewal Project**

FOR the purpose of condemning and opening certain streets and alleys lying within the Middle East Urban Renewal Project, bounded by Washington Street, Madison Street, Rutland Avenue, and Ashland Avenue, as shown on Plat 346-A-48 in the Office of the Department of Public Works; and providing for a special effective date.

BY authority of

Article I - General Provisions
Section 4

and

Article II - General Powers
Sections 2, 34, and 35
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Department of Public Works shall proceed to condemn and open certain streets and alleys lying within the Middle East Urban Renewal Project, bounded by Washington Street, Madison Street, Rutland Avenue, and Ashland Avenue, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the south side of Ashland Avenue, 66 feet wide and the west side of a 10-foot alley laid out in the rear of the properties known as Nos. 803 through 839 N. Wolfe Street, the point of beginning being distant easterly 70 feet, more or less, measured along the south side of Ashland Avenue from the east side of Wolfe Street, 70 feet wide, and running thence binding on the south side of Ashland Avenue, Easterly 10.0 feet to intersect the east side of said 10-foot alley; thence binding on the east side of said 10-foot alley, Southerly 242.0 feet, more or less, to intersect the north side of a 10-foot alley laid out in the rear of the properties known as Nos. 1908 through 1918 E. Madison Street; thence binding on the north side of last said 10-foot alley, Westerly 10.0 feet to intersect the west side of the 10-foot alley, mentioned firstly herein, and thence binding on the west side of the 10-foot alley, mentioned firstly herein, Northerly 242.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 2 at the point formed by the intersection of the west side of Chapel Street, 20 feet wide and the south side of a 10-foot alley laid out in the rear of the properties known as Nos. 1908 through 1918 E. Madison street, the point of beginning being distant northerly 70.0 feet, more or less, measured along the west of Chapel Street, from the north side of Madison Street, 66 feet wide, and running thence binding on the south side of said 10-foot alley, Westerly 70.0 feet, more or less, to the westernmost extremity of said 10-foot alley; thence binding on the westernmost extremity of said 10-foot alley, Northerly 10.0 feet to intersect the north side of said 10-foot alley; thence binding on the north side of said 10-foot alley, Easterly 70.0 feet, more or less, to intersect the east side of Chapel Street, and thence binding on the east side of Chapel Street, Southerly 10.0 feet to the place of beginning.

Beginning for Parcel No. 3 at the point formed by the intersection of the south side of Ashland Avenue, 66 feet wide and the west side of Chapel Street, 20 feet wide, and running thence binding on the south side of Ashland Avenue, Easterly 20.0 feet to intersect the east side of Chapel Street; thence binding on the east side of Chapel Street, Southerly 322.0 feet, more or less, to intersect the north side of Madison Street, 66 feet wide; thence binding on the north side of Madison Street, Westerly 20.0 feet to intersect the west side of Chapel Street, and thence binding on the west side of Chapel Street, Northerly 322.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 4 at the point formed by the intersection of the east side of Chapel Street, 20 feet wide and the south side of a 10-foot alley laid out in the rear of the properties known as Nos. 1920 through 1928 E. Madison Street, the point of beginning being distant northerly 70.0 feet, more or less, measured along the east side of Chapel Street from the north side of Madison Street, 66 feet wide, and running thence binding on the east of Chapel Street, Northerly 10.0 feet to intersect the north side of said 10-foot alley; thence binding on the north side of said 10-foot alley, Easterly 60.0 feet, more or less, to intersect the west side of a 10-foot alley laid out in the rear of the properties known as Nos. 810 through 834 Washington Street; thence binding on the west side of last said 10-foot alley, Southerly 10.0 feet to

intersect the south side of the 10-foot alley, mentioned firstly herein, and thence binding on the south side of the 10-foot alley, mentioned firstly herein, Westerly 60.0 feet more less, to the place of beginning.

Beginning for Parcel No. 5 at the point formed by the intersection of the west side of Wolfe Street, 70 feet wide and the south side of a 10-foot alley laid out in the rear of the properties known as Nos. 1822 through 1838 E. Madison Street, the point of beginning being distant 80.0 feet northerly measured along the west side of Wolfe Street from the north side of Madison Street, 66 feet wide, and running thence binding on the south side of said 10-foot alley, Westerly 140.0 feet, more or less, to intersect the east side of Durham Street, 23 feet wide; thence binding on the east side of Durham Street, Northerly 10.0 feet to intersect the north side of said 10-foot alley; thence binding on the north side of said 10-foot alley, Easterly 140.0 feet, more or less, to intersect the west side of Wolfe Street, and thence binding on the west side of Wolfe Street, Southerly 10.0 feet to the place of beginning.

Beginning for Parcel No. 6 at the point formed by the intersection of the east side of a 10-foot alley laid out in the rear of the properties known as Nos. 800 through 824 N. Wolfe Street and the north side of a 10-foot alley laid out in the rear of the properties known as Nos. 1822 through 1838 E. Madison Street, the point of beginning being distant 70.0 feet westerly, measured along the north side of last said 10-foot alley from the west side of Wolfe Street, 70 feet wide, and running thence binding on the north side of last said 10-foot alley, Westerly 10.0 feet to intersect the west side of the 10-foot alley, mentioned firstly herein; thence binding on the west side of the 10-foot alley, mentioned firstly herein, Northerly 156.0 feet, more or less, to intersect the south side of a 5-foot alley laid out in the rear of the properties known as Nos. 1813 through 1835 Ashland Avenue; thence binding on the south side of said 5-foot alley, Easterly 10.0 feet to intersect the east side of the 10-foot alley, mentioned firstly herein, and thence binding on the east side of the 10-foot alley, mentioned firstly herein, Southerly 156.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 7 at the point formed by the intersection of the east side of Durham Street, 20 feet wide and the north side of Madison Street, 66 feet wide, and running thence binding on the north side of Madison Street, Westerly 20.0 feet to intersect the west side of Durham Street; thence binding on the west side of Durham Street, Northerly 75.0 feet, more or less, to the south side of Durham Street, varying in width from 20 feet to 23 feet; thence binding on the south side of last said Durham Street, Westerly 3.0 feet to intersect the west side of Durham Street, 23 feet wide; thence binding on the west side of last said Durham Street, Northerly 149.0 feet, more or less, to the north side of Durham Street, varying in width from 23 feet to 20 feet; thence binding on the north side of last said Durham Street, Easterly 3.0 feet to intersect the west side of Durham Street, 20 feet wide; thence binding on the west side of Durham Street, 20 feet wide, Northerly 96.0 feet, more or less, to intersect the south side of Ashland Avenue, 66 feet wide; thence binding on the south side of Ashland Avenue, Easterly 20.0 feet to intersect the east side of last said Durham Street; thence binding in part on the east side of Durham Street, 20 feet wide, in part on the east side of Durham Street, 23 feet wide, and in all, Southerly 320.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 8 at the point formed by the intersection of the west side of a 10-foot alley laid out in the rear of the properties known as Nos. 801 through 839 Rutland Avenue and the south side of Ashland Avenue, 66 feet wide, the point of beginning being distant 70.0 feet easterly measured along the south side of Ashland Avenue from the east side of Rutland Avenue, 70 feet wide, and running thence binding on the south side of Ashland Avenue, Easterly 10.0 feet to intersect the east side of said 10-foot alley; thence binding on the east side of said 10-foot alley, Southerly 240.0 feet, more or less, to intersect the north side of a 5-foot alley laid out in the rear of the properties known as Nos. 1800 through 1820 E. Madison Street; thence binding on the north side of said 5-foot alley, Westerly 10.0 feet to intersect the west side of said 10-foot alley, and thence binding on the west side of said 10-foot alley, Northerly 240.0 feet, more or less, to the place of beginning.

As delineated on Plat 346-A-48, prepared by the Survey Control Section and filed on July 2, 2004, in the Office of the Department of Public Works.

SECTION 2. AND BE IT FURTHER ORDAINED, That the proceedings for the condemnation and opening of the streets and alleys and the rights of all interested parties shall be regulated by and in accordance with all applicable provisions of state and local law and with all applicable rules and regulations adopted by the Director of Public Works and filed with the Department of Legislative Reference.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-843
(Council Bill 04-1511)**

AN ORDINANCE CONCERNING

**City Streets — Closing — Certain Streets and Alleys Lying Within
the Middle East Urban Renewal Project**

FOR the purpose of condemning and closing certain streets and alleys lying within the Middle East Urban Renewal Project, bounded by Washington Street, Madison Street, Rutland Avenue, and Ashland Avenue, as shown on Plat 346-A-48A in the Office of the Department of Public Works; and providing for a special effective date.

BY authority of

Article I - General Provisions
Section 4

and

Article II - General Powers
Sections 2, 34, 35
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Department of Public Works shall proceed to condemn and close certain streets and alleys lying within the Middle East Urban Renewal Project, bounded by Washington Street, Madison Street, Rutland Avenue, and Ashland Avenue, and more particularly described as follows:

Beginning for Parcel No. 1 at the point formed by the intersection of the south side of Ashland Avenue, 66 feet wide and the west side of a 10-foot alley laid out in the rear of the properties known as Nos. 803 through 839 N. Wolfe Street, the point of beginning being distant easterly 70 feet, more or less, measured along the south side of Ashland Avenue from the east side of Wolfe Street, 70 feet wide, and running thence binding on the south side of Ashland Avenue, Easterly 10.0 feet to intersect the east side of said 10-foot alley; thence binding on the east side of said 10-foot alley, Southerly 242.0 feet, more or less, to intersect the north side of a 10-foot alley laid out in the rear of the properties known as Nos. 1908 through

1918 E. Madison Street; thence binding on the north side of last said 10-foot alley, Westerly 10.0 feet to intersect the west side of the 10-foot alley, mentioned firstly herein, and thence binding on the west side of the 10-foot alley, mentioned firstly herein, Northerly 242.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 2 at the point formed by the intersection of the west side of Chapel Street, 20 feet wide and the south side of a 10-foot alley laid out in the rear of the properties known as Nos. 1908 through 1918 E. Madison street, the point of beginning being distant northerly 70.0 feet, more or less, measured along the west of Chapel Street, from the north side of Madison Street, 66 feet wide, and running thence binding on the south side of 10-foot alley, Westerly 70.0 feet, more or less, to the westernmost extremity of said 10-foot alley; thence binding on the westernmost extremity of said 10-foot alley, Northerly 10.0 feet to intersect the north side of said 10-foot alley; thence binding on the north side of said 10- foot alley, Easterly 70.0 feet, more or less, to intersect the east side of Chapel Street, and thence binding on the east side of Chapel Street, Southerly 10.0 feet to the place of beginning.

Beginning for Parcel No. 3 at the point formed by the intersection of the south side of Ashland Avenue, 66 feet wide and the west side of Chapel Street, 20 feet wide, and running thence binding on the south side of Ashland Avenue, Easterly 20.0 feet to intersect the east side of Chapel Street; thence binding on the east side of Chapel Street, Southerly 322.0 feet, more or less, to intersect the north side of Madison Street, 66 feet wide; thence binding on the north side of Madison Street, Westerly 20.0 feet to intersect the west side of Chapel Street, and thence binding on the west side of Chapel Street, Northerly 322.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 4 at the point formed by the intersection of the east side of Chapel Street, 20 feet wide and the south side of a 10-foot alley laid out in the rear of the properties known as Nos. 1920 through 1928 E. Madison Street, the point of beginning being distant northerly 70.0 feet, more or less, measured along the east side of Chapel Street from the north side of Madison Street, 66 feet wide, and running thence binding on the east of Chapel Street, Northerly 10.0 feet to intersect the north side of said 10-foot alley; thence binding on the north side of said 10-foot alley, Easterly 60.0 feet, more or less, to intersect the west side of a 10-foot alley laid out in the rear of the properties known as Nos. 810 through 834 Washington Street; thence binding on the west side of last said 10-foot alley, Southerly 10.0 feet to intersect the south side of the 10-foot alley, mentioned firstly herein, and thence binding on the south side 10-foot alley, mentioned firstly herein, Westerly 60.0 feet more less, to the place of beginning.

Beginning for Parcel No. 5 at the point formed by the intersection of the west side of Wolfe Street, 70 feet wide and the south side of a 10-foot alley laid out in the rear of the properties known as Nos. 1822 through 1838 E. Madison Street, the point of beginning being distant 80.0 feet northerly measured along the west side of Wolfe Street from the north side of Madison Street, 66 feet wide, and running thence binding on the south side of said 10-foot alley, Westerly 140.0 feet, more or less, to intersect the east side of Durham Street, 23 feet wide; thence binding on the east side of Durham Street, Northerly 10.0 feet to intersect the north side of said 10-foot alley; thence binding on the north side of said 10-foot alley, Easterly 140.0 feet, more or less, to intersect the west side of Wolfe Street, and thence binding on the west side of Wolfe Street, Southerly 10.0 feet to the place of beginning.

Beginning for Parcel No. 6 at the point formed by the intersection of the east side of a 10-foot alley laid out in the rear of the properties known as Nos. 800 through 824 N. Wolfe Street and the north side of a 10-foot alley laid out in the rear of the properties known as Nos. 1822 through 1838 E. Madison Street, the point of beginning being distant 70.0 feet westerly, measured along the north side of last said 10-foot alley from the west side of Wolfe Street, 70 feet wide, and running thence binding on the north side of last said 10-foot alley, Westerly 10.0 feet to intersect the west side of the 10-foot alley, mentioned firstly herein; thence binding on the west side of the 10-foot alley, mentioned firstly herein, Northerly 156.0 feet, more or less, to intersect the south side of a 5-foot alley laid out in the rear of the properties known as Nos. 1813 through 1835 Ashland Avenue; thence binding on the south side of said 5-foot alley, Easterly 10.0 feet to intersect the east side of the 10-foot alley, mentioned firstly herein, and thence binding on the

east side of the 10-foot alley, mentioned firstly herein, Southerly 156.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 7 at the point formed by the intersection of the east side of Durham Street, 20 feet wide and the north side of Madison Street, 66 feet wide, and running thence binding on the north side of Madison Street, Westerly 20.0 feet to intersect the west side of Durham Street; thence binding on the west side of Durham Street, Northerly 75.0 feet, more or less, to the south side of Durham Street, varying in width from 20 feet to 23 feet; thence binding on the south side of last said Durham Street, Westerly 3.0 feet to intersect the west side of Durham Street, 23 feet wide; thence binding on the west side of last said Durham Street, Northerly 149.0 feet, more or less, to the north side of Durham Street, varying in width from 23 feet to 20 feet; thence binding on the north side of last said Durham Street, Easterly 3.0 feet to intersect the west side of Durham Street, 20 feet wide; thence binding on the west side of Durham Street, 20 feet wide, Northerly 96.0 feet, more or less, to intersect the south side of Ashland Avenue, 66 feet wide; thence binding on the south side of said Ashland Avenue, Easterly 20.0 feet to intersect the east side of last said Durham Street; thence binding in part on the east side of Durham Street, 20 feet wide, in part on the east side of Durham Street, 23 feet wide, and in all, Southerly 320.0 feet, more or less, to the place of beginning.

Beginning for Parcel No. 8 at the point formed by the intersection of the west side of a 10-foot alley laid out in the rear of the properties known as Nos. 801 through 839 Rutland Avenue and the south side of Ashland Avenue, 66 feet wide, the point of beginning being distant 70.0 feet easterly measured along the south side of Ashland Avenue from the east side of Rutland Avenue, 70 feet wide, and running thence binding on the south side of Ashland Avenue, Easterly 10.0 feet to intersect the east side of said 10-foot alley; thence binding on the east side of said 10-foot alley, Southerly 240.0 feet, more or less, to intersect the north side of a 5-foot alley laid out in the rear of the properties known as Nos. 1800 through 1820 E. Madison Street; thence binding on the north side of said 5-foot alley, Westerly 10.0 feet to intersect the west side of said 10-foot alley, and thence binding on the west side of said 10-foot alley, Northerly 240.0 feet, more or less, to the place of beginning.

As delineated on Plat 346-A-48A, prepared by the Survey Control Section and filed on July 2, 2004, in the Office of the Department of Public Works.

SECTION 2. AND BE IT FURTHER ORDAINED, That the proceedings for the condemnation and closing of certain streets and alleys and the rights of all interested parties shall be regulated by and in accordance with all applicable provisions of state and local law and with all applicable rules and regulations adopted by the Director of Public Works and filed with the Department of Legislative Reference.

SECTION 3. AND BE IT FURTHER ORDAINED, That after the closing under this Ordinance, all subsurface structures and appurtenances now owned by the Mayor and City Council of Baltimore continue to be the property of the Mayor and City Council, in fee simple, until their use has been abandoned by the Mayor and City Council. If any person wants to remove, alter, or interfere with them, that person must first obtain permission from the Mayor and City Council and, in the application for this permission, must agree to pay all costs and expenses, of every kind, arising out of the removal, alteration, or interference.

SECTION 4. AND BE IT FURTHER ORDAINED, That no building or structure of any kind (including but not limited to railroad tracks) may be constructed or erected in or on any part of the street closed under this Ordinance until all subsurface structures and appurtenances owned by the Mayor and City Council of Baltimore have been abandoned by the Mayor and City Council or, at the expense of the person seeking to erect the building or structure, have been removed and relaid in accordance with the specifications and under the direction of the Director of Public Works of Baltimore City.

SECTION 5. AND BE IT FURTHER ORDAINED, That after the closing under this Ordinance, all subsurface structures and appurtenances owned by any person other than the Mayor and City Council of Baltimore shall be removed by and at the expense of their owners, promptly upon notice to do so from the Director of Public Works.

SECTION 6. AND BE IT FURTHER ORDAINED, That at all times after the closing under this Ordinance, the Mayor and City Council of Baltimore, acting by or through its authorized representatives, shall have access to the subject property and to all subsurface structures and appurtenances used by the Mayor and City Council, for the purpose of inspecting, maintaining, repairing, altering, relocating, or replacing any of them, without need to obtain permission from or pay compensation to the owner of the property.

SECTION 7. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-844
(Council Bill 04-1516)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Massage Therapist's Office –
211 East Mount Royal Avenue**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a massage therapist's office on the property known as 211 East Mount Royal Avenue, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 5-204(5) and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a massage therapist's office on the property known as 211 East Mount Royal Avenue, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 5-204(5) and 14-102, subject to the condition that the massage therapist's office complies with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-845
(Council Bill 04-1525)**

AN ORDINANCE CONCERNING

Hotel Room Tax – Tax Rate

FOR the purpose of repealing rate-setting procedures made obsolete by Acts of the General Assembly limiting the use of hotel tax funds by dedicating revenues from the hotel tax; correcting, clarifying, and conforming certain language; and generally relating to the imposition and collection of a hotel room tax.

BY repealing and reordaining, with amendments

Article 28 - Taxes
Section(s) 21-2
Baltimore City Code
(Edition 2000)

BY repealing

Article 28 - Taxes
Section(s) 21-3
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 28. Taxes

Subtitle 21. Hotel Room Tax

§ 21-2. Tax imposed – basic rate.

[Except as provided in § 21-3, there] THERE is [hereby] levied and imposed a tax of [7%] 7.5% on all gross amounts of money paid to the owners or operators of hotels in the City [of Baltimore] by transient guests or tenants for renting, using, or occupying a room or rooms in [said] THOSE hotels, to be paid and collected as [hereinafter] provided IN THIS SUBTITLE.

[§ 21-3. Tax imposed – alternative rate.**(a) Definitions.****(1) In general.**

As used in this section:

(2) Bonds.

“Bonds” means:

- (i) the City’s Convention Center Revenue Bonds, Series 1994; and
- (ii) any bonds issued to refund such bonds.

(3) Debt service requirement.

“Debt service requirement” means, for any fiscal year, the amount of principal, premium, if any, and interest payable in that fiscal year on the bonds.

(4) General fund requirement.

“General fund requirement” means an amount equal to \$8,200,000.

(5) Gross receipts.

“Gross receipts” means, for any fiscal year, the gross amounts of money on which the hotel room tax under this subtitle is imposed.

(6) Hotel tax revenues.

“Hotel tax revenues” means, for any fiscal year, the revenues and receipts of the City from the hotel room tax levied and collected by the City under this subtitle.

(7) Rate requirement.

“Rate requirement” means the ratio of hotel tax revenues to debt service which the City is required by the authorizing ordinance and trust indenture to maintain for the bonds.

(8) Tax requirement.

“Tax requirement” means, for any fiscal year, the greater of:

- (i) the sum of the general fund requirement and the debt service requirement; or
- (ii) the rate requirement.

(b) Authorization.

In the event the tax imposed under § 21-2 is insufficient to satisfy the tax requirement, the hotel room tax rate shall be established under this section.

(c) *Board of Estimates to set.*

On or before May 1, 1996 and on or before May 1 in each year thereafter, the Board of Estimates shall establish the percentum rate for the hotel room tax to be levied and collected under this subtitle for the 12 months commencing on the next succeeding June 1.

(d) *Basis of rate.*

- (1) In each year, the Board of Estimates shall establish the percentum rate, upon information provided by the Director of Finance, so that hotel tax revenues shall equal the tax requirement.
- (2) In projecting hotel tax revenues, the Board of Estimates and the Director of Finance may not assume any greater amount of gross receipts than the actual gross receipts in the immediately preceding fiscal year.]

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-846
(Council Bill 04-1526)**

AN ORDINANCE CONCERNING

**Supplementary Tax Increment Financing Loan Fund Capital
Appropriation — Department of Housing and Community
Development — \$9,900,000**

FOR the purpose of providing a Supplementary Tax Increment Financing Loan Fund Capital Appropriation in the amount of \$9,900,000 to the Department of Housing and Community Development — (Account #9910-601-575), to provide Tax Increment Financing for the redevelopment of the 3200 block of St. Paul Street; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(3) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from the Tax Increment Financing Bond in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

This additional revenue could not have been reasonably anticipated when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

This appropriation is made necessary by a material change in circumstances since the Ordinance of Estimates for Fiscal Year 2005 was formulated or is for a new program that could not have been reasonably anticipated when that Ordinance of Estimates was formulated.

On August 4, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$9,900,000 shall be made available to the Department of Housing and Community Development — (Account #9910-601-575) as a Supplementary Tax Increment Financing Loan Fund Capital Appropriation for Fiscal Year 2005, to provide Tax Increment Financing for the redevelopment of the 3200 block of St. Paul Street for Fiscal 2005. The source of revenue for this appropriation is from the Tax Increment Financing Bond in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-847
(Council Bill 04-1527)**

AN ORDINANCE CONCERNING

Charles Village Special Taxing District

FOR the purpose of designating a “special taxing district” to be known as the “Charles Village Special Taxing District”; providing for and determining various matters in connection with the establishment of the special taxing district; creating a special fund for the special taxing district; providing for the levy of a special tax on all taxable real property located in the special taxing district; providing for a special effective date; and generally relating to the designation and operation of the special taxing district, the establishment and use of the special fund and the issuance and payment of bonds issued in connection with the special taxing district.

By authority of
Article II - General Powers
Section (62A)
Baltimore City Charter
(1996 Edition)

Recitals

The Special Taxing District Act, Article II, Section (62A) of the Baltimore City Charter (the “Act”) authorizes the Mayor and City Council of Baltimore to establish a “special taxing district” (as defined in the Act) and a special fund into which the special taxes levied in the special taxing district are deposited,

for the purpose of providing financing, refinancing, or reimbursement for the cost of infrastructure improvements.

The Act also authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds, for the purpose of providing financing, refinancing, or reimbursement for the cost of the infrastructure improvements.

The City has been requested to designate and create the Charles Village Special Taxing District from both (i) the owners of at least two-thirds of the assessed valuation of the real property located in the proposed special taxing district; and (ii) at least two-thirds of the owners of the real property located in the proposed special taxing district.

The Act provides that no bonds may be issued by the City until an ordinance is enacted that (i) designates an area or areas as a “special taxing district”; (ii) creates a special fund for the special taxing district; and (iii) provides for the levy of an ad valorem or special tax on all real property in the special taxing district at a rate or amount designed to provide adequate revenues to pay the principal of, interest on, and redemption premium, if any, on the bonds, to replenish any debt service reserve fund, and for any other purpose related to the ongoing expenses of or security for the bonds.

The Mayor and City Council wishes to establish a special taxing district within the City, establish a special fund for the special taxing district, and provide for the levy of a special tax on all taxable real property in the special taxing district for the purpose of providing financing for the acquisition of land to provide for public parking facilities and public infrastructure improvements relating to the development of residential condominiums, public parking spaces and retail space in the special taxing district.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That for the purposes of this Ordinance, the following terms have the meanings indicated:

- (a) “Act” means the Special Taxing District Act, as codified in Article II, Section (62A) of the Baltimore City Charter.
- (b) “Bond” means any bond, note, or other similar instrument issued by the Mayor and City Council of Baltimore under the Act.
- (c) “Infrastructure improvements” means the following public infrastructure improvements constructed in accordance with all required City approvals:
 - (1) the design and construction of streetscape improvements, including installation and/or modification of curbs, gutters, sidewalks, lighting, landscaping, street furniture, and utilities;
 - (2) the acquisition of land for public parking facilities; and
 - (3) the acquisition, construction, renovation and development of other related public infrastructure improvements that are necessary for the completion of the foregoing infrastructure improvements for their intended public purposes.
- (d) “Special Tax Fund” means the special fund established by Section 4 of this Ordinance.
- (e) “Special Taxing District” means the area in the City designated in Section 3 of this Ordinance as a special taxing district under the Act.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds and determines that the establishment of the Charles Village Special Taxing District, the creation of the Special Tax Fund for that District and the issuance of bonds from time to time, all for the purpose of providing funds for the financing of the infrastructure improvements, accomplishes the purposes of the Act, serves public purposes, including the direct and indirect enhancement of the taxable base of the City and the facilitation of planned improvements to the Charles Village development, and generally promotes the health, welfare, and safety of the residents of the State of Maryland and of the City of Baltimore.

SECTION 3. AND BE IT FURTHER ORDAINED, That the contiguous area consisting of the properties designated as Ward 12, Section 19, Block 3863, Lots 007I, 007H, 007G, 007F, 007E, 007D, 007C, 007B, 007A, 07 and Block 3864, Lots 019, 020, 021, ~~022~~, 023, 024, 025, 026, 026A, 026B, 026C, 026D, 026E, 026F, 026G, ~~018~~, 027, 028, 029, 028A, and 030 (as the same may be renumbered or redesignated as a result of the pending resubdivision of such property), together with the adjoining roads, highways, alleys, rights-of-way and other similar property, shown on the map attached to this Ordinance as Exhibit 1, and made a part of this Ordinance, is designated as a special taxing district to be known as the "Charles Village Special Taxing District."

SECTION 4. AND BE IT FURTHER ORDAINED, That a special fund is established for the Special Taxing District to be known as the "Charles Village Special Tax Fund". The Director of Finance shall deposit in the Special Tax Fund all special taxes levied and collected in accordance with Section 5 of this Ordinance. The Director of Finance and other officers and employees of the City shall take all necessary steps in order to establish the Special Tax Fund as a separate fund to be held by or for the account of the City.

SECTION 5. AND BE IT FURTHER ORDAINED, That:

- (a) A special tax shall be levied upon all real property in the Special Taxing District, unless exempted by the provisions of this Ordinance or otherwise by law, for the purposes, to the extent and in the manner set forth in the Rate and Method of Apportionment of the Special Taxes attached to this Ordinance as Exhibit 2 and made a part of this Ordinance.
- (b) The revenues and receipts from the special tax, the Special Tax Fund, and any other fund into which all or any of these revenues and receipts are deposited after they have been appropriated by the City are pledged to the payment of the principal of and interest on the bonds. These revenues, receipts and funds are not, however, irrevocably pledged to the payment of the principal of and interest on the bonds and the obligation to pay this principal and interest is subject to annual appropriation by the City.
- (c) Special taxes levied in the Special Taxing District may not be accelerated by reason of bond default. The maximum special taxes applicable to any individual property may not be increased in the event that other property owners become delinquent in the payment of the special taxes.

SECTION 6. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds that:

- (a) The construction of the infrastructure improvements will create a public benefit and special benefits to the properties in the Special Taxing District;
- (b) The special taxes levied under this Ordinance are levied in an amount that does not exceed the special benefit that the properties within the Special Taxing District will receive from the infrastructure improvements, as shown by the Special Tax Allocation Report attached to this Ordinance as Exhibit 3 and made a part of this Ordinance; and

- (c) The special taxes levied on each property in the Special Taxing District are a fair allocation of the cost of the infrastructure improvements to each property in the Special Taxing District, as shown by the Special Tax Allocation Report.

SECTION 7. AND BE IT FURTHER ORDAINED, That the Director of Finance may do all acts and things and execute all documents and certificates relating to the Special Taxing District and the Special Tax Fund.

SECTION 8. AND BE IT FURTHER ORDAINED, That any approvals, authorizations, or activities provided in this Ordinance do not constitute and may not be deemed to constitute or imply that the City Council, the Mayor, or any department, office or agency of the City has given or will give, any approval, authorization or consent to any action or activity within or required for the development of the Special Taxing District, including any land use approval, requirements for the provision of public utilities or services, or any other administrative, judicial, quasi-judicial, or legislative approval, authorization, or consent.

SECTION 9. AND BE IT FURTHER ORDAINED, That this Ordinance may be amended by a subsequent ordinance of the Mayor and City Council of Baltimore, which ordinance may enlarge or reduce the Special Taxing District, upon receipt of a request from both (i) the owners of at least two-thirds of the assessed valuation of the real property located with the proposed special taxing district; and (ii) at least two-thirds of the owners of the real property located within the proposed special taxing district. However, no ordinance may be effective to reduce the size of the Special Taxing District so long as there are any outstanding bonds secured by the Special Tax Fund, unless the ordinance authorizing the issuance of the bonds permits the City to reduce the area constituting the Special Taxing District, the holders of the bonds or an authorized representative on their behalf consents to the reduction or the indenture authorizing the bonds permits the reduction.

SECTION 10. AND BE IT FURTHER ORDAINED, That the provisions of this Ordinance are severable. If any provision, sentence, clause, section or other part of this Ordinance is held or determined to be illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, that illegality, invalidity, unconstitutionality, or inapplicability does not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance or their application to other persons or circumstances. It is the intent of the Mayor and City Council that this Ordinance would have been passed even if the illegal, invalid, unconstitutional, or inapplicable provision, sentence, clause, section, or other part had not been included in this Ordinance, and as if the person or circumstances to which this Ordinance or part are inapplicable had been specifically exempted.

SECTION 11. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Exhibit 1

Map of the Special Taxing District

EDITOR'S NOTE

The map in this Ordinance is not reproduced here. It may be viewed in a copy of the Ordinance itself.

Exhibit 2

Rate and Method of Apportionment of the Special Taxes

A Special Tax shall be levied and collected in the City of Baltimore Charles Village Special Taxing District (the "District") each Fiscal Year, beginning with the 2005-2006 Fiscal Year and continuing until the year

provided for in Section F hereof, in an amount determined by the Mayor and City Council of Baltimore through the application of the procedures described below.

All of the real and personal property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms used herein shall have the following meanings:

“Act” means Article II, § (62A) of the Baltimore City Charter, as amended from time to time.

“Adjusted Maximum Special Tax” means the Special Tax determined in accordance with Section B.2.

“Administrative Expenses” means any or all of the following:

- (i) the fees and expenses of any fiscal agent or trustee employed by the City in connection with any Bonds;
- (ii) the expenses of the City in carrying out its duties under the Indenture of Trust, including, but not limited to, levying and collecting the Special Tax and complying with arbitrage rebate requirements and obligated persons disclosure requirements associated with applicable federal and state securities law, including the costs of any employees of the City and fees of any professionals retained by the City to provide services for such purposes; and
- (iii) all other costs and expenses of the City, Trustee, or Administrator incurred in connection with the discharge of their respective duties under the Indenture of Trust, including legal expenses associated with such duties, and, in the case of the City, in any way related to the administration of the District.

“Administrator” means the designee of the Director of Finance for purposes of estimating the annual Special Tax Requirement and the Special Tax to be levied each Fiscal Year and for providing other services as required by the Indenture of Trust.

“Bond Year” shall have the meaning given to such term in the Indenture of Trust.

“Bonds” means any bonds or other debt, including refunding bonds, whether in one or more series, issued by the City relating to the District pursuant to the Act.

“Building Square Footage” means the actual, or for property not yet developed, the estimated, leasable building area as shown on the building permit, architectural plans or other available documents, as estimated by the Administrator.

“City” means the Mayor and City Council of Baltimore, Maryland.

“Commercial Property” means Taxable Property other than Residential Property and Parking Property.

“Director of Finance” means the official of the City who is the director of finance or other comparable officer of the City or designee thereof.

“Equivalent Unit Factors” means 1.0 per unit for Residential Property, 3.74 per 1,000 square feet of Building Square Footage for Commercial Property, and 0.06 per parking space for Parking Property.

“Equivalent Units” means the Equivalent Unit Factor for Residential Property, Commercial Property, and Parking Property multiplied by the number of units of Residential Property, each ~~number of units of~~ 1,000 square feet of Building Square Footage for Commercial Property, and the number of parking spaces for Parking Property, respectively.

“Fiscal Year” means the period starting any July 1 and ending on the following June 30.

“Indenture of Trust” means the indenture of trust relating to the Bonds, as modified, amended and/or supplemented from time to time.

“Maximum Special Tax” means the Special Tax determined in accordance with Section B.1.

“Owner Association Property” means, for any Fiscal Year, any real property within the boundaries of the District that is owned by or irrevocably offered for dedication to a property owner's association and available for use in common by the homeowners; provided, however, that real property that has been irrevocably offered for dedication includes only those parcels for which a copy of the offer has been provided to the Administrator.

“Parcel” means a lot or parcel of real property within the District with a parcel number assigned by the Supervisor.

“Parking Property” means property used or intended to be used primarily for the purpose of parking vehicles.

“Proportionately” means that the ratio of the Special Tax actually levied as a percent of the Adjusted Maximum Special Tax is equal for each Parcel (excluding those Parcels for which the Adjusted Special Tax is zero).

“Public Improvements” means those improvements the City has authorized to be provided by the District.

“Public Property” means property within the boundaries of the District owned by, or irrevocably offered for dedication (in a plat map approved by the City or otherwise) to the federal government, State of Maryland, City, or other public agency or easements for the exclusive use of a public utility provider; provided, however, that exclusive use utility easements and real property that has been irrevocably dedicated includes only those parcels for which a copy of the easement or offer has been provided to the Administrator.

“Residential Property” means property for which a building permit has or is intended to be issued for purposes of constructing a residential dwelling unit(s).

“Special Tax” means the Special Tax that may be levied by the City each Fiscal Year to fund the Special Tax Requirement.

“Special Tax Credit” means, for any Fiscal Year, the Tax Increment Revenues collected from a Parcel for that Fiscal Year. For purposes of calculating the Tax Increment Revenues for each Parcel, the base year value shall be allocated to each Parcel on the basis of the assessed value of each Parcel.

“Special Tax Requirement” has the meaning given to it in Section C.1.

“Supervisor” means the Supervisor of Assessments for the City.

“Tax Increment Fund” means the account of such name established for the District pursuant to an ordinance enacted by the City.

“Tax Increment Revenues” means the amounts paid into the Tax Increment Fund each year by the City.

“Taxable Property” means any Parcel that is not Public Property or Owner Association Property.

“Trustee” means the trustee appointed by the City for the District to carry out the duties of the trustee specified in the Indenture of Trust.

B. SPECIAL TAX RATES

1. Maximum Special Tax

The Maximum Special Tax for the 2005-06 Fiscal Year shall be equal to \$750,000. On each July 1, commencing July 1, 2006, the Maximum Special Tax shall be increased to 102 percent of the respective Maximum Special Tax in effect in the previous Fiscal Year. The Maximum Special Tax for each Parcel shall be equal to the following formula:

$$A = (B \div C) \times D$$

Where the terms have the following meaning:

- A = The Maximum Special Tax for a Parcel
- B = The Equivalent Units built or expected to be built on a Parcel
- C = The total Equivalent Units estimated for all of the Parcels in the District
- D = The Maximum Special Tax as stated above.

2. Adjusted Maximum Special Tax

The Adjusted Maximum Special Tax for each Parcel shall be equal to the lesser of (but not less than zero) (i) the Maximum Special Tax for the Parcel and (ii) the amount calculated by the following formula:

$$A = [(B \div C) \times D] - E$$

Where the terms have the following meaning:

- A = The Adjusted Maximum Special Tax for a Parcel
- B = The Maximum Special Tax for the District
- C = The total Equivalent Units estimated for all of the Parcels in the District
- D = The Equivalent Units built or expected to be built on a Parcel.
- E = The Special Tax Credit for the Parcel

The Special Tax Credit applied to all Parcels shall not exceed the Tax Increment Revenues applied to the Special Tax Requirement as provided for in Section C.1.

3. Personal Property

The special tax rate on personal property shall be zero.

C. LEVY OF THE SPECIAL TAX**1. Special Tax Requirement**

The Special Tax Requirement for any Fiscal Year shall be estimated by the Administrator and determined by the City and shall be an amount equal to

- (A) the amount required in any Fiscal Year to pay:
 - (1) debt service and other periodic costs (including deposits to any sinking funds) on the Bonds to be paid from the Special Taxes collected in such Fiscal Year,
 - (2) Administrative Expenses to be incurred in the Fiscal Year or incurred in any previous Fiscal Year and not paid by the District,
 - (3) any amount required to replenish any reserve fund established in association with any Bonds,
 - (4) an amount equal to the estimated delinquencies expected in payment of the Special Tax not otherwise taken into account, and
 - (5) the costs of remarketing, credit enhancement, bond insurance, and liquidity facility fees (including such fees for instruments that serve as the basis of a reserve fund related to any indebtedness in lieu of cash), less
- (B)
 - (1) Tax Increment Revenues available to apply to the Special Tax Requirement for that Fiscal Year,
 - (2) any credits available pursuant to the Indenture of Trust, such as capitalized interest, reserves, and investment earnings on any account balances, and
 - (3) any other revenues available to apply to the Special Tax Requirement.

2. Levy of the Special Tax

Commencing with the 2005-06 Fiscal Year and for each following Fiscal Year, the City shall determine the Special Tax Requirement, if any, for the applicable Fiscal Year and shall levy the Special Tax Proportionately on each Parcel of Taxable Property in an amount up to the Adjusted Maximum Special Tax for each Parcel such that the total of the Special Tax levied is equal to the Special Tax Requirement.

The Administrator shall provide an estimate to the City each Fiscal Year of the amount of the Special Tax to be levied on each Parcel in conformance with the provisions of this section.

3. Circumstances Under Which the Special Tax May be Increased as a Result of a Default

The circumstances under which the Special Tax levied on any Parcel may be increased as a result of a default in the payment of the Special Tax levied on any other Parcel is based on the provisions of Section C.1. and 2.

The Special Tax levied on any Parcel cannot be increased above the Adjusted Maximum Special Tax as a result of a default in the payment of the Special Tax levied on any other Parcel. If the Special

Tax levied on any Parcel pursuant to the provisions of Section C.1. and 2. is less than the Adjusted Maximum Special Tax for such Parcel, the Special Tax may be increased up to the Adjusted Maximum Special Tax as a result of a default in the payment of the Special Tax levied on any Parcel.

D. EXEMPTIONS

A Special Tax shall not be levied on Public Property or Owner Association Property.

E. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary real property taxes; provided, however, the Special Tax may be collected at a different time or in a different manner as determined by the Director of Finance, provided that such time or manner is not inconsistent with the provisions of the Indenture of Trust.

F. TERMINATION OF SPECIAL TAX

Except for any delinquent Special Taxes and related penalties and interest, Special Taxes shall not be levied after the earlier of (i) the repayment or defeasance of the Bonds, (ii) the 2034-2035 Fiscal Year, and (iii) such time provided for by the Indenture of Trust. After such Fiscal Year, and the collection of any delinquent Special Taxes, penalties and interest, the Director of Finance shall cause a document evidencing such termination of the levy and collection to be recorded in the land records of the City.

G. REDUCTION IN THE MAXIMUM PROPERTY TAX RATE

The Maximum Special Tax shall be reduced by the Director of Finance once the Bonds are issued to reflect the actual rate of interest on the Bonds and the amount of Bonds actually issued, to a rate that provides for adequate Special Tax revenue to pay the debt service on the Bonds and any other expected amounts of the Special Tax Requirement as provided for in the Indenture of Trust.

The methodology for determining the reduced Maximum Special Tax shall be the same as that used to calculate the Maximum Special Tax provided for herein, adjusting only for the actual annual payments due on the Bonds.

H. APPEALS OF THE LEVY OF THE SPECIAL TAX

Any property owner claiming that the amount or application of the Special Tax is not correct and requesting a refund may file a written notice of appeal and refund to that effect with the Administrator not later than one calendar year after having paid the Special Tax that is disputed.

The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the decision of the Administrator requires the Special Tax to be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the next Special Tax levy on that Parcel. The decision of the Administrator may be appealed to the City.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

I. AMENDMENTS

This Rate and Method of Apportionment of Special Taxes may be amended by the City and, to the maximum extent permitted by the Act, such amendments may be made without further notice under the Act and without notice to owners of Taxable Property within the District in order to

- (i) clarify or correct minor inconsistencies in the matters set forth herein,
- (ii) provide for lawful procedures for the collection and enforcement of the Special Tax so as to assure the efficient collection of the Special Tax for the benefit of the owners of the Bonds, and
- (iii) otherwise improve the ability of the City to fulfill its obligations to levy and collect the Special Tax and to make it available for the payment of the Bonds and Administrative Expenses.

No such amendment shall be approved unless and until the City has

- (a) found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and
- (b) received an opinion of a nationally recognized bond counsel to the effect that the amendment is authorized pursuant to the terms of the Act, the Indenture of Trust, and any ordinances or resolutions adopted by the City related to the Bonds.

Any such amendment may not increase the Maximum Special Tax.

J. INTERPRETATION OF PROVISIONS

The City shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Taxes, unless stated otherwise herein or in the Indenture of Trust, and as long as there is a rational basis for the determination made by the City, such determination shall be conclusive.

Exhibit 3**Special Tax Allocation Report****CHARLES VILLAGE SPECIAL TAXING DISTRICT
CITY OF BALTIMORE, MARYLAND
SPECIAL TAX ALLOCATION REPORT**

Prepared By:
MuniCap, Inc.
August 15, 2004

Purpose of Report

The Charles Village Special Taxing District is being created to help finance infrastructure improvements for the property in the district. Bonds are expected to be issued to fund the improvements. The bonds will include the cost of the improvements, issuance costs, interest on the bonds during construction and for a period after construction, and a reserve fund.

The City of Baltimore will levy a special tax each year to provide funds for the payment of debt service on the bonds, the cost of administration of the district, and other costs related to the bonds. The district is being created, special taxes levied, and bonds issued pursuant to the Special Taxing District Act, Article II, Section (62A) of the Baltimore City Charter (the “Act”), as amended from time to time. The Act requires special taxes to be levied in a manner that is reasonable. This report explains the reasonable basis of the special taxes levied as described in the “Rate and Method of Apportionment of Special Taxes” for the Charles Village Special Taxing District.

Description of the Special Taxing District

The real property proposed to be included in the special taxing district consists of the Charles Village property, specifically designated as as Ward 12, Section 19, Block 3863, Lots 007I, 007H, 007G, 007F, 007E, 007D, 007C, 007B, 007A, 07, ~~009A, 006, 010~~ and Block 3864, Lots 019, 020, 021, ~~022~~, 023, 024, 025, 026, 026A, 026B, 026C, 026D, 026E, 026F, 026G, 030, ~~018~~, 027, 028, 029, 028A, 030 (as the same may be renumbered or redesignated as a result of the pending resubdivision of such property). The property is located in the north-central Baltimore neighborhood of Charles Village, close to Johns Hopkins University's Homewood campus. The developer, Struever Brothers, Eccles & Rouse, Inc., proposes to develop the property into a mixed-use community with retail space, condominiums, and parking. The proposed development is proposed to consist of the following:

- 68,300 square feet of retail space;
- 151 new condo units;
- 263 private parking spaces.

Proposed Infrastructure Improvements

The purpose of the special taxing district, the special taxes to be levied in the special taxing district, and the special obligation bonds to be issued with respect to the special taxing district is to finance all or a part of the costs of the following public infrastructure improvements:

- (1) Land acquisition for a public parking facility;
- (2) Saint Paul Street streetscaping;
- (3) 33rd Street median; and
- (4) Traffic calming measures for Union Memorial Hospital.

The bonds issued by the special taxing district will fund these improvements.

Projected Issuance of Bonds

Bonds are projected to be issued to finance the costs of the infrastructure improvements. Table A shows the estimated sources and uses of funds for the issuance of bonds.

Table A
Projected Issuance of Bonds

Sources of funds:	
Bond proceeds	\$9,257,000
Interest earned in the improvement fund	20,993
Total sources of funds	\$9,277,993
Uses of funds:	
Public improvements	\$7,212,826
Bond issuance and inspection costs	462,850
Capitalized interest	676,391
Reserve fund	925,700
Rounding	226
Total uses of funds	\$9,277,993

The actual issuance of the bonds may vary from these estimates depending on the interest rate on the bonds, the date the bonds are issued, the cost of issuing the bonds, reinvestment rates on bond proceeds, and other factors.

Bond issuance costs include legal fees, financial consulting fees, the cost of the appraisal and market study, the set-up and first year's fee of the trustee, trustee's counsel, city expenses, document printing costs, and other miscellaneous costs related to the issuance of the bonds.

Capitalized interest will fund the interest on the bonds for approximately twelve months to allow time for the infrastructure improvements and other property in the district to be constructed, for the property to be added to the property tax roll, and property taxes to be collected from the property and applied to the payment of the debt service on the bonds.

Determination of Special Taxes

Special taxes must be levied in a reasonable manner. The reasonable basis for the special taxes levied in the Charles Village Special Taxing District is based on the following:

- (i) the special benefit of the infrastructure improvements to the property subject to the special taxes exceeds the cost of the special taxes;
- (ii) the amount of special taxes to be levied each year is equal to or less than the amount required to repay the bonds issued to finance the infrastructure improvements; and

- (iii) special taxes are allocated to parcels within the special taxing district in a manner that represents the benefit each parcel will receive from the improvements by basing the special taxes on the use of the infrastructure improvements made by the property that will be taxed.

Special Benefit

The property in the special taxing district subject to the special taxes will receive a special benefit from the infrastructure improvements to be provided by the special taxing district and this special benefit will be equal to or greater than the cost of the special taxes levied on the property. The special benefit is confirmed by two means. First, the owners of the property in the special taxing district have petitioned the City and requested the special taxes to be imposed on the property for the purpose of providing the infrastructure improvements. It is reasonable to believe the owners are acting in their interest and making this request because the benefit they receive from the infrastructure improvements exceeds the cost of the special taxes.

Second, the special taxes are being levied to provide infrastructure improvements that are required for the highest and best use of the property (i.e., the use of the property that is most valuable). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The four criteria for highest and best use are (i) legally permissible, (ii) physically possible, (iii) financially feasible, and (iv) maximally productive.

The highest and best use of the property in the special taxing district is the redevelopment proposed for the property. The use of the property in this manner will require the infrastructure improvements to be provided by the special taxing district.

Additionally, the City will provide a credit to the special taxes for the incremental property taxes paid for each parcel. As a result, the financing provided by the special taxing district is the most beneficial means of financing the public improvements.

In summary, the special taxes result in a special benefit to the property owner for the following reasons:

1. The public improvements to be provided by the special taxing district are required for the highest and best use of the property;
2. The highest and best use of the property is the use of the property that is most valuable (including any costs associated with the use of the property);
3. The financing provided by the special taxing district is the most beneficial means of financing the public improvements; and
4. As a result, the special benefits to the property from the improvements to be provided by the special taxing district will be equal to or greater than the cost of the special taxes that will finance the improvements necessary to achieve the highest and best use of the property.

Special Taxes Required to Repay the Bonds

Special taxes may first be levied for the 2005-06 fiscal year. These special taxes would be applied to debt service due on March 1 and September 1, 2006. The annual debt service on the bonds is estimated at approximately \$700,000, based on a seven and one-half percent interest rate and a twenty six-year amortization of the bonds. The maximum special tax necessary to pay the estimated debt service due on the bonds is \$750,000, which is equal to the debt service on the bonds, plus additional funds to provide adequate debt service coverage and the cost of administrative expenses.

The maximum special tax on all of the property in the district is set in a manner consistent with the estimate of the annual debt service on the bonds to be issued to finance the infrastructure improvements plus the required debt service coverage and administrative expenses and is therefore set in a reasonable manner.

The actual debt service on the bonds may be less than estimated herein. The “Rate and Method of Apportionment of Special Taxes” provides for the maximum special tax to be reduced based on the actual debt service on the bonds, so that the special taxes actually collected do not exceed the amount necessary to repay the bonds and to pay related administrative expenses.

Allocation of Special Taxes to Parcels

The previous section explained the maximum special taxes required to be levied on all of the property in the district in order to pay the debt service on the bonds. This section explains how the maximum special taxes are allocated to the property in the special taxing district in a reasonable manner.

Special taxes are allocated to parcels in the district on the basis of the estimated use of the improvements by the property in the district. The use of the improvements is a function of the type of development built on each parcel. For example, retail property creates different demands on infrastructure improvements than residential property. The proposed land uses within the special taxing district consist of the following:

Retail	68,300 SF
Residential	151 units
Parking	263 spaces

The estimated budget for the improvements to be provided by the special taxing district is shown by Table B.

Table B
Estimated Budget for Public Improvements

Land acquisition for public parking	\$4,267,826
Saint Paul Street streetscaping	\$1,945,000
33rd Street median	\$850,000
Traffic calming measures for Union Memorial Hospital	\$150,000
Total	\$7,212,826

The public parking is expected to be used by the customers of the retail and guests of the residential (the occupants of the residential will use the private parking). The average customers per day for the retail is estimated at four per 1,000 square feet and the average guests per day of the residential at one per unit. The private parking does not receive any direct benefit from the public parking.

The use of the roads by retail and residential property is estimated on the basis of trip generation rates taken from the *Trip Generation* manual using the categories for retail and residential condominium. These trip rates are 5.86 average daily trips per residential unit and 17.17 trips per 1,000 square feet for retail space. The trip rate for retail is adjusted for by-pass trips (i.e., trips to multiple locations), since the trips rate includes these trips. The private parking that is subject to the special taxes is intended for use by the residential. Thirteen percent of the road costs allocated to residential are allocated to the private parking on the basis of the relative value of the residential and the private parking.

Special taxes are levied on residential property, retail property, and parking property on the basis of equivalent unit factors. The equivalent unit factors represent the relative use of the improvements by each residential unit, 1,000 square feet of retail space, and parking space. Allocating the use of the improvements on the basis of the estimates described above, the equivalent use factor for residential is 1.0 per unit, for retail 3.74 per 1,000 square feet, and for parking 0.06 per parking space. These factors mean that the relative use of the improvements for each 1,000 square feet of retail space is 374% of the use by each residential unit and for each parking space is 6% of the use for each residential unit.

Special taxes are allocated to retail, residential, and private parking property on the basis of the equivalent use factors for each property. The equivalent use factors are based on the relative use of the improvements by retail, residential, and parking property. As a result, the special taxes are allocated to property on the basis of the use of the improvements and represent a reasonable allocation of the special taxes.

Adjusted Maximum Special Tax

The adjusted maximum special tax that may be levied on each parcel in the district is equal to the lesser of the (i) maximum special tax and (ii) the maximum special tax less the tax increment revenues collected from the parcel. The tax increment revenues represent the increase in property taxes that results from the development of the property. The tax increment revenues are pledged to the repayment of the bonds issued to finance the infrastructure improvements. To the extent property produces tax increment revenues, and these revenues cover the debt service on the bonds, the property is contributing its share of the cost of the infrastructure improvements through the tax increment revenues. The special taxes effectively cover each property's share of the cost of the infrastructure improvements not otherwise covered by the property's tax increment revenues.

Summary of Reasonable Basis of the Special Taxes

Special taxes are levied on the taxable property in the district according to the provisions of the "Rate and Method of Apportionment of Special Taxes." The Act requires special taxes to be levied in a manner that is reasonable. This report explains the reasonable basis of the special taxes. The reasonable basis may be summarized as follows:

1. The special benefit of the infrastructure improvements to the property subject to the special taxes exceeds the cost of the special taxes;
2. Taxes levied on all of the property in the district each year are equal to the amount required to pay the debt service on the bonds, after taking into consideration tax increment revenues;
3. The bonds are issued to finance the costs of the infrastructure improvements, which will be utilized by the property in the district, and other costs related to the issuance of the bonds;
4. The special taxes levied each year are allocated to each property within the district on the basis of the estimated use of the infrastructure by each property; and,
5. The maximum special tax to which each property is subject is reduced by the tax increment revenues produced from each property, since the tax increment revenue contributes to the property's share of the cost of the infrastructure improvements.

For these reasons, the special taxes are levied on the taxable property in the district in a reasonable manner.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-848
(Council Bill 04-1528)**

AN ORDINANCE CONCERNING

Charles Village Special Obligation Bonds

FOR the purpose of providing for the issuance of special obligation bonds in an amount not exceeding \$9,900,000 for the purpose of financing the acquisition of land and public infrastructure improvements; providing for the method and sources of payment for these special obligation bonds; authorizing the Board of Finance to specify, prescribe, determine, provide for and approve the details, forms, documents or procedures in connection with the special obligation bonds and any other matters necessary or desirable in connection with the authorization, issuance, sale and payment of these special obligation bonds; providing for a special effective date; and generally relating to the issuance and payment of special obligation bonds.

BY authority of
Article II - General Powers
Sections (62) and (62A)
Baltimore City Charter
(1996 Edition)

Recitals

Article II, Section (62) of the Baltimore City Charter (the "Tax Increment Act") authorizes the Mayor and City Council of Baltimore to establish a "development district" (as defined in the Tax Increment Act) and a special, tax increment fund into which the revenues and receipts from the real property taxes representing the levy on the "tax increment" (as defined in the Tax Increment Act) for the development district are deposited, for the purpose of providing funds for the development of the development district.

Pursuant to an Ordinance enacted prior to or simultaneously with this Ordinance (the "Development District Ordinance"), the City has:

- (i) designated the Charles Village Development District (the "Development District");
- (ii) created the Charles Village Development District Tax Increment Fund;
- (iii) provided that until special obligation bonds issued with respect to the Development District have been fully paid, the property taxes on real property in the Development District shall be divided as provided in the Tax Increment Act; and
- (iv) made other findings and determinations with respect to the Development District.

Article II, Section (62A) of the Baltimore City Charter (the "Special Taxing District Act") authorizes the City to establish a "special taxing district" (as defined in the Special Taxing District Act) and a special fund into which the special taxes levied in the special taxing district are deposited, for the purpose of providing financing, refinancing, or reimbursement for the cost of infrastructure improvements.

Pursuant to an Ordinance enacted prior to or simultaneously with this Ordinance (the "Special Taxing District Ordinance"), the City has:

- (i) designated the Charles Village Special Taxing District (the “Special Taxing District”);
- (ii) created the Charles Village Special Taxing District Special Fund;
- (iii) authorized the levy of a special tax on all real property within the Special Taxing District; and
- (iv) made certain other findings and determinations with respect to the Special Taxing District.

The Tax Increment Act authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds for the purpose of financing and refinancing the development of an industrial, commercial or residential area in Baltimore City.

The Special Taxing District Act authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds for the purpose of providing financing, refinancing, or reimbursement for the cost of infrastructure improvements.

The City wishes to authorize the issuance of special obligation bonds to provide funds for the acquisition of land to provide for public parking facilities and public infrastructure improvements relating to the development of residential condominiums, public parking and retail space in the Development District and the Special Taxing District.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That for the purposes of this Ordinance, the following terms have the meanings indicated:

- (a) “Acts” means the Tax Increment Act and the Special Taxing District Act.
- (b) “Bond” means any bond, note, or other similar instrument issued by the Mayor and City Council of Baltimore under the Acts, including without limitation, the bonds authorized by this Ordinance.
- (c) “City expenses” means:
 - (1) the fees and expenses of any fiscal agent or trustee employed by the City in connection with the bonds;
 - (2) the expenses of the City in carrying out its duties under the indenture, including:
 - (i) the expenses incurred in levying and collecting the special tax;
 - (ii) the expenses incurred in complying with arbitrage rebate requirements and obligated person disclosure requirements associated with applicable federal and state securities law, including the costs of any employees of the City and fees of any professionals retained by the City to provide these services; and
 - (iii) all other costs and expenses of the City and the bond trustee incurred in connection with the discharge of their duties under the indenture, including legal expenses associated with those duties, and in any way related to the administration of the Special Taxing District.
- (d) “Development District” means the Charles Village Development District.
- (e) “Includes” or “including” means by way of illustration and not by way of limitation.

- (f) "Indenture" means the indenture under which the bonds are issued.
- (g) "Infrastructure improvements" means the following public infrastructure improvements constructed in accordance with all required City approvals:
 - (1) the design and construction of streetscape improvements, including installation and/or modification of curbs, gutters, sidewalks, lighting, landscaping, street furniture, and utilities;
 - (2) the acquisition of land for public parking facilities; and
 - (3) the acquisition, construction, renovation and development of other related public infrastructure improvements that are necessary for the completion of the foregoing infrastructure improvements for their intended public purposes.
- (h) "Rate and Method" means the Rate and Method of Apportionment of the Special Taxes attached to the Special Taxing District Ordinance as Exhibit 2.
- (i) "Special tax" means the special tax authorized to be levied and collected in the Special Taxing District by the Special Taxing District Ordinance.
- (j) "Special Tax Fund" means the Charles Village Special Tax Fund.
- (k) "Special tax revenues" means the revenues and receipts from the special tax, including amounts deposited in the Special Tax Fund and any other fund into which all or any of these revenues and receipts are deposited after they are appropriated by the Mayor and City Council of Baltimore.
- (l) "Special Taxing District" means the Charles Village Special Taxing District.
- (m) "Special Taxing District Act" means Article II, Chapter (62A) of the Baltimore City Charter.
- (n) "Special Taxing District Ordinance" means the Ordinance of the Mayor and City Council designating the Special Taxing District.
- (o) "Tax increment" means for any tax year, the amount by which the assessable base (as defined in the Tax Increment Ordinance) as of January 1 preceding that tax year exceeds the original taxable value (as defined in the Tax Increment Ordinance), divided by the assessment ratio (as defined in the Tax Increment Ordinance) used to determine the original taxable value.
- (p) "Tax Increment Act" means Article II, Chapter (62) of the Baltimore City Charter.
- (q) "Tax Increment Fund" means the Charles Village Development District Tax Increment Fund.
- (r) "Tax Increment Ordinance" means the Ordinance of the Mayor and City Council designating the Development District.
- (s) "Tax increment revenues" means the revenues and receipts from the taxes representing the levy on the tax increment that would normally be paid to the City, including amounts deposited in the Tax Increment Fund or any other fund into which all or any part of these revenues and receipts are deposited after they are appropriated by the Mayor and City Council of Baltimore.
- (t) "Tax year" means the period from July 1 of a calendar year through June 30 of the next calendar year.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds and determines that the issuance of bonds from time to time for the purpose of providing funds to finance the infrastructure improvements:

- (1) accomplishes the purposes of the Acts;
- (2) serves public purposes, including the direct and indirect enhancement of the taxable base of the City and the facilitation of planned improvements to the Charles Village development; and
- (3) generally promotes the health, welfare, and safety of the residents of the State of Maryland and of the City of Baltimore.

SECTION 3. AND BE IT FURTHER ORDAINED, That:

- (a) Bonds may be issued from time to time in one or more series in an aggregate principal amount not to exceed \$9,900,000.
- (b) The proceeds of the bonds may be utilized solely for the following purposes, as the Board of Finance determines pursuant to Section 9 of this Ordinance:
 - (1) to finance all or part of the costs of the infrastructure improvements;
 - (2) to establish a debt service reserve fund for the bonds;
 - (3) to fund capitalized interest on the bonds; and
 - (4) to pay costs and expenses of issuing the bonds.
- (c) The bonds may be issued pursuant to the provisions of an indenture at any time or from time to time in one or more issues or series. Each issue or series of the bonds shall be identified by the year of issue or by other designation.

SECTION 4. AND BE IT FURTHER ORDAINED, That:

- (a) The tax increment revenues are pledged to the payment of the principal of and interest on the bonds. However, the tax increment revenues are not irrevocably pledged to the payment of the principal of and interest on the bonds, and the obligation to pay the principal of and interest on the bonds from the tax increment revenues is subject to annual appropriation by the City.
- (b) The tax increment revenues may also be pledged by the City to the payment of additional bonds issued by the City under the Tax Increment Act relating to the Development District, subject to the provisions of the indenture.
- (c) If any bonds are outstanding, the tax increment revenues may not be used for the purposes set forth in Section 6 of the Tax Increment Ordinance unless the amount in the Tax Increment Fund exceeds:
 - (1) the debt service payable on the bonds in that fiscal year and any debt service payable on the bonds in any prior fiscal year that remains unpaid;
 - (2) the amount required to replenish any debt service reserve fund established for the bonds; and

- (3) the amount of City expenses due and payable and to become due and payable in that fiscal year.

SECTION 5. AND BE IT FURTHER ORDAINED, That:

- (a) Provision may be made for municipal bond insurance or any other type of financial guaranty of the bonds.
- (b) The bonds may be secured, as the Board of Finance determines under Section 9 of this Ordinance, through:
 - (1) the establishment of debt service reserve funds;
 - (2) the establishment of additional sinking funds; or
 - (3) the pledge of other assets and revenues toward the payment of the principal and interest on the bonds.
- (c) The bonds are special obligations of the City. They do not constitute a general obligation debt of the City or a pledge of the City's full faith and credit or taxing power.

SECTION 6. AND BE IT FURTHER ORDAINED, That the bonds will be payable:

- (a) first, from capitalized interest and any other available amount in the funds and accounts created by the indenture;
- (b) second, from the tax increment revenues, subject to annual appropriation by the City; and
- (c) third, to the extent the tax increment revenues are not sufficient to pay debt service on the bonds, to replenish any debt service fund for the bonds, and to pay City expenses, from the special tax revenues, subject to annual appropriation by the City.

SECTION 7. AND BE IT FURTHER ORDAINED, That:

- (a) No special tax shall be levied unless the tax increment revenues are not enough to pay debt service on the bonds, to replenish any debt service reserve fund for the bonds, and to pay the City expenses. The amount of the special tax required to be levied in any tax year to provide for the payment of City expenses may be reduced to the extent that amounts are held under the indenture, or amounts are otherwise made available to the City, and are available for the payment of City expenses in that tax year.
- (b) The City covenants to levy the special tax, in accordance with the Rate and Method, up to the maximum special tax provided in the Rate and Method, at a rate and amount at least sufficient to pay the principal of and interest on the bonds, to replenish any debt service reserve fund for the bonds and to pay City expenses (to the extent these expenses are not otherwise provided for), to the extent capitalized interest and other amounts available under the indenture, the tax increment revenues, and any amounts in the Special Tax Fund are insufficient. The special tax also may be levied with respect to refunding bonds issued under the Special Taxing District Act without notice to or the consent of the property owners in the Special Taxing District as provided in the indenture.

- (c) The special tax revenues are pledged to the payment of the principal of and interest on the bonds. However, the special tax revenues are not irrevocably pledged to the payment of the principal of and interest on the bonds, and the obligation to pay the principal of and interest on the bonds from the special tax revenues is subject to annual appropriation by the City.

SECTION 8. AND BE IT FURTHER ORDAINED, That:

- (a) The bonds shall be executed in the name of the City and on its behalf by the Mayor, by manual or facsimile signature. The corporate seal of the City or a facsimile of it shall be impressed or otherwise reproduced on the bonds and attested by the Custodian or Alternate Custodian of the City Seal by manual, or facsimile signature.
- (b) Each of the following documents shall be executed in the name of the City and on its behalf by the Mayor or Director of Finance, by manual signature and, if necessary, the corporate seal of the City or a facsimile of it shall be impressed or otherwise reproduced on the documents and attested by the Custodian or Alternate Custodian of the City Seal, by manual signature:
 - (1) the indenture to be entered into between the City and a trustee to be selected;
 - (2) the development agreement(s) to be entered into among the City, any other governmental entity, if necessary, and the developer(s) of the Development District to provide for the construction by the developer(s) of the infrastructure improvements; and
 - (3) any other documents the Board of Finance considers necessary by for the issuance, sale and delivery of the bonds.
- (c) If any officer whose signature or countersignature or a facsimile of whose signature or countersignature appears on the bonds or any other document ceases to be an officer before the delivery of the bonds or any other document, the signature or countersignature or the facsimile shall nevertheless be valid and sufficient for all purposes, as if the officer had remained in office until delivery.
- (d) The Mayor, the Director of Finance, the Custodian of the City Seal and the Alternate Custodian of the City Seal, and other officials of the City are authorized and empowered to do all acts and things and execute all documents and certificates as the Board of Finance determines to be necessary to carry out the provisions of this Ordinance, subject to the limitations set forth in the Acts, the Tax Increment Ordinance, the Special Taxing District Ordinance, and this Ordinance.

SECTION 9. AND BE IT FURTHER ORDAINED, That the Board of Finance shall specify and prescribe by resolution any of the following as it deems appropriate to finance the infrastructure improvements:

- (1) the principal amount of the bonds to be issued;
- (2) the rate or rates of interest the bonds are to bear or the method for determining the same;
- (3) the manner in which and the terms upon which the bonds are to be sold;
- (4) the manner in which and the times and places that the interest on the bonds is to be paid;
- (5) the time or times that the bonds may be executed, issued, and delivered;
- (6) the form and tenor of the bonds and the denominations in which the bonds may be issued;

- (7) the manner in which and the times and places that the principal of the bonds is to be paid, within the limitations set forth in the Acts;
- (8) provisions pursuant to which any or all of the bonds may be called for redemption prior to their stated maturity dates;
- (9) the terms and provisions of any indenture, development agreement(s) or other documents to be executed by or on behalf of the City and any person in connection with the issuance of the bonds, including, provisions providing for additional security for the bonds;
- (10) provisions establishing sinking funds or debt service reserve funds for the bonds;
- (11) provisions pledging other assets and revenues towards the payment of the principal of and interest on the bonds;
- (12) provision for municipal bond insurance or any other type of financial guaranty of the bonds; and
- (13) any other provisions not inconsistent with the Charter (including the Acts), the Tax Increment Ordinance, the Special Taxing District Ordinance, this Ordinance and other applicable law as the Board of Finance determines to be necessary or desirable to finance the infrastructure improvements.

SECTION 10. AND BE IT FURTHER ORDAINED, That:

- (a) Before the bonds are issued, the Director of Finance shall record among the Land Records of the City, at the cost of the Special Taxing District, a declaration that:
 - (1) encumbers all real property located in the Special Taxing District, except for property exempt by law or the Special Taxing District Ordinance; and
 - (2) designates that property as subject to the Special Taxing District.
- (b) The declaration shall terminate when the Director of Finance records a release stating that all bonds are fully repaid or have been defeased.

SECTION 11. AND BE IT FURTHER ORDAINED, That:

- (a) This Section 11 ~~applied~~ applies to bonds issued and sold on the basis that the interest on the bonds will be excludable from gross income for federal income tax purposes. Notwithstanding anything in this Ordinance to the contrary, bonds may be issued and sold on the basis that the interest on them will not be excludable from gross income for federal income tax purposes.
- (b) The City covenants that it will take, or refrain from taking, any and all actions necessary to comply with the provisions of § 103 and §§ 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended, applicable to the bonds in order to preserve the status of the interest on the bonds as excluded from gross income for federal income tax purposes.
- (c) Without limiting the generality of subsection (b), the City:
 - (1) will not use or permit the use of any of the proceeds of the bonds in any manner that would cause the interest on the bonds to be included in gross income for federal income tax purposes;

- (2) periodically will determine the rebate amount and timely pay any rebate amount or installment of any rebate amount, to the United States of America; and
 - (3) will prepare and timely file Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or any successor or additional form required by the Internal Revenue Service.
- (d) The Director of Finance may prepare, execute and deliver:
- (1) a tax regulatory agreement and no arbitrage certificate with respect to the bonds, in the form the Director of Finance approves; and
 - (2) any other documents the Director of Finance considers necessary to assure the registered owners of the bonds that interest on the bonds will be and remain excludable from gross income for federal income tax purposes.

SECTION 12. AND BE IT FURTHER ORDAINED, That any approvals, authorizations, or activities provided in this Ordinance do not constitute and may not be deemed to constitute or imply that the City Council, the Mayor, or any department, office or agency of the City has given or will give, any approval, authorization or consent to any action or activity within or required for the development of the Development/Special Taxing District, including any land use approval, requirements for the provision of public utilities or services, or any other administrative, judicial, quasi-judicial, or legislative approval, authorization or consent.

SECTION 13. AND BE IT FURTHER ORDAINED, That the provisions of this Ordinance are severable. If any provision, sentence, clause, section or other part of this Ordinance is held or determined to be illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, that illegality, invalidity, unconstitutionality, or inapplicability does not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance or their application to other persons or circumstances. It is the intent of the Mayor and City Council that this Ordinance would have been passed even if the illegal, invalid, unconstitutional, or inapplicable provision, sentence, clause, section, or other part had not been included in this Ordinance, and as if the person or circumstances to which this Ordinance or part are inapplicable had been specifically exempted.

SECTION 14. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-849
(Council Bill 04-1529)**

AN ORDINANCE CONCERNING

Charles Village Development District

FOR the purpose of designating a "development district" to be known as the "Charles Village Development District"; providing for and determining various matters in connection with the establishment of the development district; creating a special, tax increment fund for the development district; allocating certain

property taxes to that fund; making certain findings and determinations; providing for a special effective date; and generally relating to the designation and operation of the development district, the establishment and use of the tax increment fund and the issuance and payment of special obligation bonds issued in connection with the development district.

BY authority of
Article II - General Powers
Section (62)
Baltimore City Charter
(1996 Edition)

Recitals

The Tax Increment Financing Act, Article II, Section (62) of the Baltimore City Charter (the "Act") authorizes the Mayor and City Council of Baltimore to establish a "development district" (as defined in the Act) and a special, tax increment fund into which the revenues and receipts from the real property taxes representing the levy on the "tax increment" (as defined in the Act) for the development district are deposited, for the purpose of providing funds for the development of the development district.

The Act also authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds for the purpose of financing and refinancing the development of an industrial, commercial, or residential area in Baltimore City. The Act provides, however, that no bonds may be issued by the City until an ordinance is enacted that (i) designates an area or areas within the City as a "development district" and (ii) provides that, until the bonds have been fully paid, the property taxes on real property within the development district shall be divided as provided in the Act.

The Mayor and City Council wishes to establish a development district within the City and to establish a tax increment fund for that development district for the purpose of providing funds for the acquisition of land to provide for public parking facilities and public infrastructure improvements relating to the development of residential condominiums, public parking and retail space in the development district.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That for the purposes of this Ordinance, the following terms have the meanings indicated:

- (a) "Act" means the Tax Increment Financing Act, as codified in Article II, Section (62) of the Baltimore City Charter.
- (b) "Assessable base" means the total assessable base of all real property in the Development District subject to taxation, as determined by the Supervisor of Assessments.
- (c) (1) "Assessment ratio" means any real property tax assessment ratio, however designated or calculated, that is used or applied under applicable general law in determining the assessable base.
- (2) "Assessment ratio" includes the assessment percentage provided under §8-103(c) of the State Tax-Property Article, as amended, replaced, or supplemented from time to time.
- (d) "Bond" means any bond, note, or other similar instrument issued by the Mayor and City Council of Baltimore under the Act.
- (e) "Development District" means the area in the City designated in Section 3 of this Ordinance as a development district under the Act.

- (f) "Infrastructure improvements" means the following public infrastructure improvements constructed in accordance with all required City approvals:
- (1) the design and construction of streetscape improvements, including installation and/or modification of curbs, gutters, sidewalks, lighting, landscaping, street furniture, and utilities;
 - (2) the acquisition of land for public parking facilities; and
 - (3) the acquisition, construction, renovation and development of other related public infrastructure improvements that are necessary for the completion of the foregoing infrastructure improvements for their intended public purposes.
- (g) "Original assessable base" means the assessable base as of January 1, ~~2004~~ 2003.
- (h) "Original full cash value" means the dollar amount that is determined by dividing the original assessable base by the assessment ratio used to determine the original assessable base.
- (i) "Original taxable value" means, for any tax year, the dollar amount that is the lesser of:
- (1) the product of the original full cash value times the assessment ratio applicable to that tax year; or
 - (2) the original assessable base.
- (j) "Tax increment" means for any tax year, the amount by which the assessable base as of January 1 preceding that tax year exceeds the original taxable value, divided by the assessment ratio used to determine the original taxable value.
- (k) "Tax Increment Fund" means the special fund established by Section 4 of this Ordinance.
- (l) "Tax year" means the period from July 1 of a calendar year through June 30 of the next calendar year.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds and determines that the establishment of the Charles Village Development District, the creation of a Tax Increment Fund for that District and the issuance of bonds from time to time, all for the purpose of providing funds for the acquisition of land and the financing of infrastructure improvements, accomplishes the purposes of the Act, serves public purposes, including the direct and indirect enhancement of the taxable base of the City and the facilitation of planned improvements to the Charles Village development, and generally promotes the health, welfare, and safety of the residents of the State of Maryland and of the City of Baltimore.

SECTION 3. AND BE IT FURTHER ORDAINED, That the contiguous area consisting of the properties designated as Ward 12, Section 19, Block 3863, Lots 007I, 007H, 007G, 007F, 007E, 007D, 007C, 007B, 007A, 07, 009A, 006, 010, ~~and~~ Block 3864, Lots 019, 020, 021, 022, 023, 024, 025, 026, 026A, 026B, 026C, 026D, 026E, 026F, 026G, 018, 027, 028, 029, 028A, and 030, ~~and Block 3865, Lots 001, 004, and 005~~ (as the same may be renumbered or redesignated as a result of the pending resubdivision of such property), together with the adjoining roads, highways, alleys, rights-of-way and other similar property, shown on the map attached to this Ordinance as Exhibit 1, and made a part of this Ordinance, is designated as a development district to be known as the "Charles Village Development District."

SECTION 4. AND BE IT FURTHER ORDAINED, That a special fund is established for the Development District to be known as the "Charles Village Development District Tax Increment Fund." The Director of

Finance and other officers and employees of the City shall take all necessary steps to establish the Tax Increment Fund as a separate fund to be held by or for the account of the City.

SECTION 5. AND BE IT FURTHER ORDAINED, That:

- (a) For each tax year that begins after the effective date of this Ordinance, the Director of Finance shall divide the property taxes on real property within the Development District so that:
 - (1) the portion of the taxes that would be produced by the rate at which taxes are levied each year by the City upon the original taxable value shall be allocated to and, when collected, paid into the funds of the City in the same manner as taxes levied and collected by the City on all other property are paid; and
 - (2) the portion of the taxes representing the levy on the tax increment that would normally be paid to the City shall be paid into the Tax Increment Fund, to be applied in accordance with the provisions of the Act.
- (b) The City acknowledges that neither the rate at which taxes are levied on real property within the Development District nor the manner of assessment of the value of real property within the Development District may vary from the rate or manner of assessment that otherwise would have applied if the Development District were not designated and the Tax Increment Fund not created.

SECTION 6. AND BE IT FURTHER ORDAINED, That:

- (a) If no bonds are outstanding with respect to the Development District, money in the Tax Increment Fund may be:
 - (1) used for any other purposes described in the Act;
 - (2) accumulated for payment of debt service on bonds to be subsequently issued under the Act;
 - (3) used to pay or reimburse the City for debt service that the City is obligated to pay or has paid (whether as a general or limited obligation of the City) on bonds issued by the City or by the State of Maryland or any agency, department or political subdivision of the State, the proceeds of which have been used for any of the purposes specified in the Act; or
 - (4) paid to the City to provide funds to be used for any legal purpose.
- (b) In each case, the use must be approved by appropriate action of the Mayor and City Council, which action may generally specify the purpose for which the Tax Increment Fund may be used and the maximum amount that may be applied for that purpose, without specifying the actual amounts to be applied.

SECTION 7. AND BE IT FURTHER ORDAINED, That:

- (a) If any bonds are outstanding with respect to the Development District, money in the Tax Increment Fund may be used in any fiscal year as provided in Section 6 of this Ordinance and in the indenture authorizing the issuance of the bonds, but only to the extent that:

- (1) the amount in the Tax Increment Fund exceeds the debt service payable on the bonds in that fiscal year and is not otherwise restricted so as to prohibit its use; and
 - (2) the use is not prohibited by the ordinance authorizing the issuance of the bonds.
- (b) In each case, the use must be approved by appropriate action of the Mayor and City Council, which action may generally specify the purpose for which the Tax Increment Fund may be used and the maximum amount that may be applied for that purpose, without specifying the actual amounts to be applied.

SECTION 8. AND BE IT FURTHER ORDAINED, That the Director of Finance may do all acts and things and execute all documents and certificates relating to the Development District and the Tax Increment Fund.

SECTION 9. AND BE IT FURTHER ORDAINED, That any approvals, authorizations, or activities provided in this Ordinance do not constitute and may not be deemed to constitute or imply that the City Council, the Mayor, or any department, office or agency of the City has given or will give, any approval, authorization or consent to any action or activity within or required for the development of the Development District, including any land use approval, requirements for the provision of public utilities or services, or any other administrative, judicial, quasi-judicial, or legislative approval, authorization, or consent.

SECTION 10. AND BE IT FURTHER ORDAINED, That this Ordinance may be amended by a subsequent ordinance of the Mayor and City Council of Baltimore, which ordinance may enlarge or reduce the Development District. However, no ordinance may be effective to reduce the size of the Development District so long as there are any outstanding bonds secured by the Tax Increment Fund, unless the ordinance authorizing the issuance of the bonds permits the City to reduce the area constituting the Development District, the holders of the bonds or an authorized representative on their behalf consents to the reduction or the indenture authorizing the issuance of the bonds permits the reduction.

SECTION 11. AND BE IT FURTHER ORDAINED, That the provisions of this Ordinance are severable. If any provision, sentence, clause, section or other part of this Ordinance is held or determined to be illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, that illegality, invalidity, unconstitutionality, or inapplicability does not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance or their application to other persons or circumstances. It is the intent of the Mayor and City Council that this Ordinance would have been passed even if the illegal, invalid, unconstitutional, or inapplicable provision, sentence, clause, section, or other part had not been included in this Ordinance, and as if the person or circumstances to which this Ordinance or part are inapplicable had been specifically exempted.

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

Exhibit 1

Map of Development District

EDITOR'S NOTE

The map in this Ordinance is not reproduced here. It may be viewed in a copy of the Ordinance itself.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-850
(Council Bill 04-1530)**

AN ORDINANCE CONCERNING

North Locust Point Special Taxing District

FOR the purpose of designating a “special taxing district” to be known as the “North Locust Point Special Taxing District”; providing for and determining various matters in connection with the establishment of the special taxing district; creating a special fund for the special taxing district; providing for the levy of a special tax on all taxable real property located in the special taxing district; providing for a special effective date; and generally relating to the designation and operation of the special taxing district, the establishment and use of the special fund and the issuance and payment of bonds issued in connection with the special taxing district.

BY authority of
Article II - General Powers
Section (62A)
Baltimore City Charter
(1996 Edition)

Recitals

The Special Taxing District Act, Article II, Section (62A) of the Baltimore City Charter (the “Act”) authorizes the Mayor and City Council of Baltimore to establish a “special taxing district” (as defined in the Act) and a special fund into which the special taxes levied in the special taxing district are deposited, for the purpose of providing financing, refinancing, or reimbursement for the cost of infrastructure improvements.

The Act also authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds, for the purpose of providing financing, refinancing, or reimbursement for the cost of the infrastructure improvements.

The City has been requested to designate and create the North Locust Point Special Taxing District from both (i) the owners of at least two-thirds of the assessed valuation of the real property located in the proposed special taxing district; and (ii) at least two-thirds of the owners of the real property located in the proposed special taxing district.

The Act provides that no bonds may be issued by the City until an ordinance is enacted that (i) designates an area or areas as a “special taxing district”; (ii) creates a special fund for the special taxing district; and (iii) provides for the levy of an ad valorem or special tax on all real property in the special taxing district at a rate or amount designed to provide adequate revenues to pay the principal of, interest on, and redemption premium, if any, on the bonds, to replenish any debt service reserve fund, and for any other purpose related to the ongoing expenses of or security for the bonds.

The Mayor and City Council wishes to establish a special taxing district within the City, establish a special fund for the special taxing district, and provide for the levy of a special tax on all taxable real property in the special taxing district for the purpose of providing financing for public infrastructure improvements in and in the vicinity of the special taxing district involving the construction of roads and related improvements, including road bed improvements; road paving; necessary storm water management, ductbank, water line and other utility improvements; signalization for a new railway

crossing; relocation of railway tracks and the recreation of related railway stacking capacity; related land acquisition within and outside the special taxing district; and engineering and design fees in connection with the foregoing.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That for the purposes of this Ordinance, the following terms have the meanings indicated:

- (a) “Act” means the Special Taxing District Act, as codified in Article II, Section (62A) of the Baltimore City Charter.
- (b) “Bond” means any bond, note, or other similar instrument issued by the Mayor and City Council of Baltimore under the Act.
- (c) “Infrastructure improvements” means the following public infrastructure improvements constructed in accordance with all required City approvals:
 - (1) the design and construction of roads, including removal of existing paving, new paving and installation of curbs, gutters, sidewalks, lighting, landscaping, and utilities (including, but not limited to, water, sanitary sewer, storm sewer, and ductbank);
 - (2) the design and construction of necessary signalization for a railway crossing;
 - (3) the relocation of existing railway tracks and the recreation of related railway stacking capacity;
 - (4) the acquisition of land whether inside or outside the Special Taxing District for the infrastructure improvements identified in Paragraph (c)(1)-(3); and
 - (5) the acquisition, construction, renovation and development of other related public infrastructure improvements that are necessary for the completion of these infrastructure improvements for their intended public purposes.
- (d) “Special Tax Fund” means the special fund established by Section 4 of this Ordinance.
- (e) “Special Taxing District” means the area in the City designated in Section 3 of this Ordinance as a special taxing district under the Act.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds and determines that the establishment of the North Locust Point Special Taxing District, the creation of the Special Tax Fund for that District and the issuance of bonds from time to time, all for the purpose of providing funds for the financing of the infrastructure improvements, accomplishes the purposes of the Act, serves public purposes, including the direct and indirect enhancement of the taxable base of the City and the facilitation of planned improvements to the North Locust Point area, and generally promotes the health, welfare, and safety of the residents of the State of Maryland and of the City of Baltimore.

SECTION 3. AND BE IT FURTHER ORDAINED, That the contiguous area consisting of the properties designated as Block 1976, Lot 1; Block 1981B, Lots 8, 12, 24 and 26; Block 1982, Lot 1; and Block 2024, Lot 6A (as the same may be renumbered or redesignated as a result of the pending resubdivision of such property), together with the adjoining roads, highways, alleys, rights-of-way and other similar property, shown on the map attached to this Ordinance as Exhibit 1, and made a part of this Ordinance, is designated as a special taxing district to be known as the “North Locust Point Special Taxing District.”

SECTION 4. AND BE IT FURTHER ORDAINED, That a special fund is established for the Special Taxing District to be known as the “North Locust Point Special Tax Fund”. The Director of Finance shall deposit in the Special Tax Fund all special taxes levied and collected in accordance with Section 5 of this Ordinance. The Director of Finance and other officers and employees of the City shall take all necessary steps in order to establish the Special Tax Fund as a separate fund to be held by or for the account of the City.

SECTION 5. AND BE IT FURTHER ORDAINED, That:

- (a) A special tax shall be levied upon all real property in the Special Taxing District, unless exempted by the provisions of this Ordinance or otherwise by law, for the purposes, to the extent and in the manner set forth in the Rate and Method of Apportionment of the Special Taxes attached to this Ordinance as Exhibit 2 and made a part of this Ordinance.
- (b) The revenues and receipts from the special tax, the Special Tax Fund, and any other fund into which all or any of these revenues and receipts are deposited after they have been appropriated by the City are pledged to the payment of the principal of and interest on the bonds. These revenues, receipts and funds are not, however, irrevocably pledged to the payment of the principal of and interest on the bonds and the obligation to pay this principal and interest is subject to annual appropriation by the City.
- (c) Special taxes levied in the Special Taxing District may not be accelerated by reason of bond default. The maximum special taxes applicable to any individual property may not be increased in the event that other property owners become delinquent in the payment of the special taxes.

SECTION 6. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds that:

- (a) The construction of the infrastructure improvements will create a public benefit and special benefits to the properties in the Special Taxing District;
- (b) The special taxes levied under this Ordinance are levied in an amount that does not exceed the special benefit that the properties within the Special Taxing District will receive from the infrastructure improvements, as shown by the Special Tax Allocation Report attached to this Ordinance as Exhibit 3 and made a part of this Ordinance; and
- (c) The special taxes levied on each property in the Special Taxing District are a fair allocation of the cost of the infrastructure improvements to each property in the Special Taxing District, as shown by the Special Tax Allocation Report.

SECTION 7. AND BE IT FURTHER ORDAINED, That the Director of Finance may do all acts and things and execute all documents and certificates relating to the Special Taxing District and the Special Tax Fund.

SECTION 8. AND BE IT FURTHER ORDAINED, That any approvals, authorizations, or activities provided in this Ordinance do not constitute and may not be deemed to constitute or imply that the City Council, the Mayor, or any department, office or agency of the City has given or will give, any approval, authorization or consent to any action or activity within or required for the development of the Special Taxing District, including any land use approval, requirements for the provision of public utilities or services, or any other administrative, judicial, quasi-judicial, or legislative approval, authorization, or consent.

SECTION 9. AND BE IT FURTHER ORDAINED, That this Ordinance may be amended by a subsequent ordinance of the Mayor and City Council of Baltimore, which ordinance may enlarge or reduce the Special Taxing District, upon receipt of a request from both (i) the owners of at least two-thirds of the assessed valuation of the real property located with the proposed special taxing district; and (ii) at least two-thirds of

the owners of the real property located within the proposed special taxing district. However, no ordinance may be effective to reduce the size of the Special Taxing District so long as there are any outstanding bonds secured by the Special Tax Fund, unless the ordinance authorizing the issuance of the bonds permits the City to reduce the area constituting the Special Taxing District, the holders of the bonds or an authorized representative on their behalf consents to the reduction or the indenture authorizing the bonds permits the reduction.

SECTION 10. AND BE IT FURTHER ORDAINED, That the provisions of this Ordinance are severable. If any provision, sentence, clause, section or other part of this Ordinance is held or determined to be illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, that illegality, invalidity, unconstitutionality, or inapplicability does not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance or their application to other persons or circumstances. It is the intent of the Mayor and City Council that this Ordinance would have been passed even if the illegal, invalid, unconstitutional, or inapplicable provision, sentence, clause, section, or other part had not been included in this Ordinance, and as if the person or circumstances to which this Ordinance or part are inapplicable had been specifically exempted.

SECTION 11. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Exhibit 1

Map of the Special Taxing District

EDITOR'S NOTE

The drawing in this Ordinance is not reproduced here. It may be viewed in a copy of the Ordinance itself.

Exhibit 2

Rate and Method of Apportionment of the Special Taxes

A Special Tax shall be levied and collected in the City of Baltimore North Locust Point Special Taxing District (the "District") each Fiscal Year, beginning with the 2005-2006 Fiscal Year and continuing until the year provided for in Section F hereof, in an amount determined by the Mayor and City Council of Baltimore through the application of the procedures described below.

All of the real and personal property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms used herein shall have the following meanings:

"Act" means Article II, § (62A) of the Baltimore City Charter, as amended from time to time.

"Adjusted Maximum Special Tax" means the Special Tax determined in accordance with Section B.2.

"Administrative Expenses" means any or all of the following:

- (i) the fees and expenses of any fiscal agent or trustee employed by the City in connection with any Bonds;

- (ii) the expenses of the City in carrying out its duties under the Indenture of Trust, including, but not limited to, levying and collecting the Special Tax and complying with arbitrage rebate requirements and obligated persons disclosure requirements associated with applicable federal and state securities law, including the costs of any employees of the City and fees of any professionals retained by the City to provide services for such purposes; and
- (iii) all other costs and expenses of the City, Trustee, or Administrator incurred in connection with the discharge of their respective duties under the Indenture of Trust, including legal expenses associated with such duties, and, in the case of the City, in any way related to the administration of the District.

“Administrator” means the designee of the Director of Finance for purposes of estimating the annual Special Tax Requirement and the Special Tax to be levied each Fiscal Year and for providing other services as required by the Indenture of Trust.

“Bond Year” shall have the meaning given to such term in the Indenture of Trust.

“Bonds” means any bonds or other debt, including refunding bonds, whether in one or more series, issued by the City relating to the District pursuant to the Act.

“Building Square Footage” means the actual leasable building area as shown on the building permit, architectural plans or other available documents, as estimated by the Administrator.

“City” means the Mayor and City Council of Baltimore, Maryland.

“Commercial Property” means Taxable Property other than Residential Property and Parking Property.

“Director of Finance” means the official of the City who is the director of finance or other comparable officer of the City or designee thereof.

“Equivalent Unit Factors” means 1.0 per unit for Residential Property, 0.13 per parking space for Parking Property, and 1.95 per 1,000 square feet of Building Square Footage for Commercial Property.

“Equivalent Units” means the Equivalent Unit Factor for Residential Property, Parking Property, and Commercial Property multiplied by the actual number of units of Residential Property, each 1,000 square feet of actual Building Square Footage for Commercial Property, and the actual number of parking spaces for Parking Property, respectively. In the event there are no Parcels with actual units of Residential Property, actual square feet of Commercial Property, or actual parking spaces, Equivalent Units shall be equal to the square ~~feet~~ feet of land area of each Parcel multiplied by an Equivalent ~~Use~~ Unit Factor of 1 for each acre.

“Fiscal Year” means the period starting any July 1 and ending on the following June 30.

“Indenture of Trust” means the indenture of trust relating to the Bonds, as modified, amended and/or supplemented from time to time.

“Maximum Special Tax” means the Special Tax determined in accordance with Section B.1.

“Owner Association Property” means, for any Fiscal Year, any real property within the boundaries of the District that is owned by or irrevocably offered for dedication to a property owner's association and available for use in common by the homeowners; provided, however, that real property that has been

irrevocably offered for dedication includes only those parcels for which a copy of the offer has been provided to the Administrator.

“Parcel” means a lot or parcel of real property within the District with a parcel number assigned by the Supervisor.

“Parking Property” means a Parcel of Taxable Property for which the primary use is the parking of vehicles.

“Proportionately” means that the ratio of the Special Tax actually levied as a percent of the Adjusted Maximum Special Tax is equal for each Parcel (excluding those Parcels for which the Adjusted Special Tax is zero).

“Public Improvements” means those improvements the City has authorized to be provided by the District.

“Public Property” means property within the boundaries of the District owned by, or irrevocably offered for dedication (in a plat map approved by the City or otherwise) to the federal government, State of Maryland, City, or other public agency or easements for the exclusive use of a public utility provider; provided, however, that exclusive use utility easements and real property that has been irrevocably dedicated includes only those parcels for which a copy of the easement or offer has been provided to the Administrator.

“Residential Property” means a Parcel of Taxable Property for which a building permit has been issued for purposes of constructing a residential dwelling unit(s).

“Special Tax” means the Special Tax that may be levied by the City each Fiscal Year to fund the Special Tax Requirement.

“Special Tax Credit” means, for any Fiscal Year, the Tax Increment Revenues collected from a Parcel for that Fiscal Year. For purposes of calculating the Tax Increment Revenues for each Parcel, the base year value shall be allocated to each Parcel on the basis of the assessed value of each Parcel.

“Special Tax Requirement” has the meaning given to it in Section C.1.

“Supervisor” means the Supervisor of Assessments for the City.

“Tax Increment Fund” means the account of such name established for the District pursuant to an ordinance enacted by the City.

“Tax Increment Revenues” means the amounts paid into the Tax Increment Fund each year by the City.

“Taxable Property” means any Parcel that is not Public Property or Owner Association Property.

“Trustee” means the trustee appointed by the City for the District to carry out the duties of the trustee specified in the Indenture of Trust.

B. SPECIAL TAX RATES**1. Maximum Special Tax**

The Maximum Special Tax for the 2005-06 Fiscal Year shall be equal to \$350,000. On each July 1, commencing July 1, 2006, the Maximum Special Tax shall be increased to 102 percent of the respective Maximum Special Tax in effect in the previous Fiscal Year. The Maximum Special Tax for each Parcel shall be equal to the following formula:

$$A = (B \div C) \times D$$

Where the terms have the following meaning:

- A = The Maximum Special Tax for a Parcel
- B = The Equivalent Units of the Parcel
- C = The total Equivalent Units estimated for all of the Parcels in the District
- D = The Maximum Special Tax as stated above.

2. Adjusted Maximum Special Tax

The Adjusted Maximum Special Tax for each Parcel shall be equal to the lesser of (but not less than zero) (i) the Maximum Special Tax for the Parcel and (ii) the amount calculated by the following formula:

$$A = [(B \div C) \times D] - E$$

Where the terms have the following meaning:

- A = The Adjusted Maximum Special Tax for a Parcel
- B = The Maximum Special Tax for the District
- C = The total Equivalent Units estimated for all of the Parcels in the District
- D = The Equivalent Units built on a Parcel.
- E = The Special Tax Credit for the Parcel

The Special Tax Credit applied to all Parcels shall not exceed the Tax Increment Revenues applied to the Special Tax Requirement as provided for in Section C.1.

3. Personal Property

The special tax rate on personal property shall be zero.

C. LEVY OF THE SPECIAL TAX**1. Special Tax Requirement**

The Special Tax Requirement for any Fiscal Year shall be estimated by the Administrator and determined by the City and shall be an amount equal to

(A) the amount required in any Fiscal Year to pay:

- (1) debt service and other periodic costs (including deposits to any sinking funds) on the Bonds to be paid from the Special Taxes collected in such Fiscal Year,

- (2) Administrative Expenses to be incurred in the Fiscal Year or incurred in any previous Fiscal Year and not paid by the District,
 - (3) any amount required to replenish any reserve fund established in association with any Bonds,
 - (4) an amount equal to the estimated delinquencies expected in payment of the Special Tax not otherwise taken into account, and
 - (5) the costs of remarketing, credit enhancement, bond insurance, and liquidity facility fees (including such fees for instruments that serve as the basis of a reserve fund related to any indebtedness in lieu of cash), less
- (B) (1) Tax Increment Revenues available to apply to the Special Tax Requirement for that Fiscal Year,
- (2) any credits available pursuant to the Indenture of Trust, such as capitalized interest, reserves, and investment earnings on any account balances, and
 - (3) any other revenues available to apply to the Special Tax Requirement.

2. Levy of the Special Tax

Commencing with the 2005-06 Fiscal Year and for each following Fiscal Year, the City shall determine the Special Tax Requirement, if any, for the applicable Fiscal Year and shall levy the Special Tax Proportionately on each Parcel of Taxable Property in an amount up to the Adjusted Maximum Special Tax for each Parcel such that the total of the Special Tax levied is equal to the Special Tax Requirement.

The Administrator shall provide an estimate to the City each Fiscal Year of the amount of the Special Tax to be levied on each Parcel in conformance with the provisions of this section.

3. Circumstances Under Which the Special Tax May be Increased as a Result of a Default

The circumstances under which the Special Tax levied on any Parcel may be increased as a result of a default in the payment of the Special Tax levied on any other Parcel is based on the provisions of Section C.1. and 2.

The Special Tax levied on any Parcel cannot be increased above the Adjusted Maximum Special Tax as a result of a default in the payment of the Special Tax levied on any other Parcel. If the Special Tax levied on any Parcel pursuant to the provisions of Section C.1. and 2. is less than the Adjusted Maximum Special Tax for such Parcel, the Special Tax may be increased up to the Adjusted Maximum Special Tax as a result of a default in the payment of the Special Tax levied on any Parcel.

D. EXEMPTIONS

A Special Tax shall not be levied on Public Property or Owner Association Property.

E. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary real property taxes; provided, however, the Special Tax may be collected at a different time or in a different manner as

determined by the Director of Finance, provided that such time or manner is not inconsistent with the provisions of the Indenture of Trust.

F. TERMINATION OF SPECIAL TAX

Except for any delinquent Special Taxes and related penalties and interest, Special Taxes shall not be levied after the earlier of (i) the repayment or defeasance of the Bonds, (ii) the 2034-2035 Fiscal Year, and (iii) such time provided for by the Indenture of Trust. After such Fiscal Year, and the collection of any delinquent Special Taxes, penalties and interest, the Director of Finance shall cause a document evidencing such termination of the levy and collection to be recorded in the land records of the City.

G. REDUCTION IN THE MAXIMUM PROPERTY TAX RATE

The Maximum Special Tax shall be reduced by the Director of Finance once the Bonds are issued to reflect the actual rate of interest on the Bonds and the amount of Bonds actually issued, to a rate that provides for adequate Special Tax revenue to pay the debt service on the Bonds and any other expected amounts of the Special Tax Requirement as provided for in the Indenture of Trust.

The methodology for determining the reduced Maximum Special Tax shall be the same as that used to calculate the Maximum Special Tax provided for herein, adjusting only for the actual annual payments due on the Bonds.

H. APPEALS OF THE LEVY OF THE SPECIAL TAX

Any property owner claiming that the amount or application of the Special Tax is not correct and requesting a refund may file a written notice of appeal and refund to that effect with the Administrator not later than one calendar year after having paid the Special Tax that is disputed.

The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the decision of the Administrator requires the Special Tax to be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the next Special Tax levy on that Parcel. The decision of the Administrator may be appealed to the City.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

I. AMENDMENTS

This Rate and Method of Apportionment of Special Taxes may be amended by the City and, to the maximum extent permitted by the Act, such amendments may be made without further notice under the Act and without notice to owners of Taxable Property within the District in order to

- (i) clarify or correct minor inconsistencies in the matters set forth herein,
- (ii) provide for lawful procedures for the collection and enforcement of the Special Tax so as to assure the efficient collection of the Special Tax for the benefit of the owners of the Bonds, and
- (iii) otherwise improve the ability of the City to fulfill its obligations to levy and collect the Special Tax and to make it available for the payment of the Bonds and Administrative Expenses.

No such amendment shall be approved unless and until the City has

- (a) found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and
- (b) received an opinion of a nationally recognized bond counsel to the effect that the amendment is authorized pursuant to the terms of the Act, the Indenture of Trust, and any ordinances or resolutions adopted by the City related to the Bonds.

Any such amendment may not increase the Maximum Special Tax.

J. INTERPRETATION OF PROVISIONS

The City shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Taxes, unless stated otherwise herein or in the Indenture of Trust, and as long as there is a rational basis for the determination made by the City, such determination shall be conclusive.

Exhibit 3

Special Tax Allocation Report

NORTH LOCUST POINT SPECIAL TAXING DISTRICT CITY OF BALTIMORE, MARYLAND SPECIAL TAX ALLOCATION REPORT

Prepared By:
MuniCap, Inc.
August 24, 2004

Purpose of Report

The North Locust Point Special Taxing District is being created to help finance infrastructure improvements for the property in the district. Bonds are expected to be issued to fund the improvements. The bonds will include the cost of the improvements, issuance costs, interest on the bonds during construction and for a period after construction, and a reserve fund.

The City of Baltimore will levy a special tax each year to provide funds for the payment of debt service on the bonds, the cost of administration of the district, and other costs related to the bonds. The district is being created, special taxes levied, and bonds issued pursuant to the Special Taxing District Act, Article II, Section (62A) of the Baltimore City Charter (the "Act"), as amended from time to time. The Act requires special taxes to be levied in a manner that is reasonable. This report explains the reasonable basis of the special taxes levied as described in the "Rate and Method of Apportionment of Special Taxes" for the Tide Point Special Taxing District.

Description of the Special Taxing District

The real property proposed to be included in the special taxing district is described as Ward 24, Section 12, Block 1976, Lot 001; Block 1981B, Lots 008, 012, 0024, and 026; Block 1982, Lot 001; and Block 2024, Lot 6A. The property is located in Locust Point off the Key Highway. The developer, Struever Brothers, Eccles & Rouse, Inc., proposes to develop the property into a mixed-use community with office space, apartments, condominiums, town houses, and duplexes. Five historic buildings remain on the site. The

development of the project will include the rehab of these buildings plus new residential construction. The proposed development is proposed to consist of the following:

- 406,569 square feet of office space;
- 1,100 parking spaces; and
- 60 residential units.

Proposed Infrastructure Improvements

The purpose of the special taxing district, the special taxes to be levied in the special taxing district, and the special obligation bonds to be issued with respect to the special taxing district is to finance all or a part of the costs of the following public infrastructure improvements:

- (1) The design and construction of roads, including removal of existing paving, new paving and installation of curbs, gutters, sidewalks, lighting, landscaping, and utilities (including, but not limited to, water, sanitary sewer, storm sewer, and ductbank);
- (2) The design and construction of necessary signalization for a railway crossing;
- (3) The relocation of existing railway tracks and the recreation of related railway stacking capacity;
- (4) The acquisition of land whether inside or outside the special taxing district for the infrastructure improvements identified in Items (1) – (3) above; and
- (5) The acquisition, construction, renovation and development of other related public infrastructure improvements that are necessary for the completion of these infrastructure improvements for their intended public purposes.

The bonds issued by the special taxing district will fund these improvements up to a cost of \$3.0 million. Other sources of funds for the improvements include City motor vehicle revenues, Maryland Department of Transportation funds, City Department of Public Works water and sanitary sewer funds, and City Department of Transportation funds.

Projected Issuance of Bonds

Bonds are projected to be issued to finance the costs of the infrastructure improvements. Table A shows the estimated sources and uses of funds for the issuance of bonds.

Table A
Projected Issuance of Bonds

Sources of funds:	
Bond proceeds	\$3,656,000
Total sources of funds	\$3,656,000
Uses of funds:	
Public improvements	\$3,000,000

Bond issuance and inspection costs	182,800
Capitalized interest	106,867
Reserve fund	365,600
Rounding	733
Total uses of funds	\$3,656,000

The actual issuance of the bonds may vary from these estimates depending on the interest rate on the bonds, the date the bonds are issued, the cost of issuing the bonds, reinvestment rates on bond proceeds, and other factors.

Bond issuance costs include legal fees, financial consulting fees, the cost of the appraisal and market study, the set-up and first year's fee of the trustee, trustee's counsel, city expenses, document printing costs, and other miscellaneous costs related to the issuance of the bonds.

Capitalized interest will fund the interest on the bonds for a limited period of time after the bonds are issued to allow time for the infrastructure improvements and other property in the district to be constructed, for the property to be added to the property tax roll, and property taxes to be collected from the property and applied to the payment of the debt service on the bonds.

Determination of Special Taxes

Special taxes must be levied in a reasonable manner. The reasonable basis for the special taxes levied in the North Locust Point Special Taxing District is based on the following:

- (i) the special benefit of the infrastructure improvements to the property subject to the special taxes exceeds the cost of the special taxes;
- (ii) the amount of special taxes to be levied each year is equal to or less than the amount required to repay the bonds issued to finance the infrastructure improvements; and
- (iii) special taxes are allocated to parcels within the special taxing district in a manner that represents the benefit each parcel will receive from the improvements by basing the special taxes on the use of the infrastructure improvements made by the property that will be taxed.

Special Benefit

The property in the special taxing district subject to the special taxes will receive a special benefit from the infrastructure improvements to be provided by the special taxing district and this special benefit will be equal to or greater than the cost of the special taxes levied on the property. The special benefit is confirmed by two means. First, the owners of the property in the special taxing district have petitioned the City and requested the special taxes to be imposed on the property for the purpose of providing the infrastructure improvements. It is reasonable to believe the owners are acting in their interest and making this request because the benefit they receive from the infrastructure improvements exceeds the cost of the special taxes.

Second, the special taxes are being levied to provide infrastructure improvements that are required for the highest and best use of the property (i.e., the use of the property that is most valuable). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate*

Appraisal, Third Edition.) The four criteria for highest and best use are (i) legally permissible, (ii) physically possible, (iii) financially feasible, and (iv) maximally productive.

The highest and best use of the property in the special taxing district is the redevelopment proposed for the property. The use of the property in this manner will require the infrastructure improvements to be provided by the special taxing district.

Additionally, the City will provide a credit to the special taxes for the incremental property taxes paid for each parcel. As a result, the financing provided by the special taxing district is the most beneficial means of financing the public improvements.

In summary, the special taxes result in a special benefit to the property owner for the following reasons:

1. The public improvements to be provided by the special taxing district are required for the highest and best use of the property;
2. The highest and best use of the property is the use of the property that is most valuable (including any costs associated with the use of the property);
3. The financing provided by the special taxing district is the most beneficial means of financing the public improvements; and
4. As a result, the special benefits to the property from the improvements to be provided by the special taxing district will be equal to or greater than the cost of the special taxes that will finance the improvements necessary to achieve the highest and best use of the property.

Special Taxes Required to Repay the Bonds

Special taxes may first be levied for the 2005-06 fiscal year. These special taxes would be applied to debt service due on March 1 and September 1, 2006. The annual debt service on the bonds is estimated at approximately \$330,000, based on a seven and one-half percent interest rate and a twenty six-year amortization of the bonds. The maximum special tax necessary to pay the estimated debt service due on the bonds is \$350,000, which is equal to the debt service on the bonds plus additional funds to provide adequate debt service coverage and the cost of administrative expenses.

The maximum special tax on all of the property in the district is set in a manner consistent with the estimate of the annual debt service on the bonds to be issued to finance the infrastructure improvements plus the required debt service coverage and administrative expenses and is therefore set in a reasonable manner.

The actual debt service on the bonds may be less than estimated herein. The "Rate and Method of Apportionment of Special Taxes" provides for the maximum special tax to be reduced based on the actual debt service on the bonds, so that the special taxes actually collected do not exceed the amount necessary to repay the bonds and to pay related administrative expenses.

Allocation of Special Taxes to Parcels

The previous section explained the maximum special taxes required to be levied on all of the property in the district in order to pay the debt service on the bonds. This section explains how the maximum special taxes are allocated to the property in the special taxing district in a reasonable manner.

Special taxes are allocated to parcels in the district on the basis of the estimated use of the improvements by the property in the district. The use of the improvements is a function of the type of development built on

each parcel. For example, office property creates different demands on road improvements than residential property.

There are three types of property proposed to be within the district: office, residential, and parking. The improvements to be provided by the district are road improvements. The use of the roads by office and residential property is estimated on the basis of trip generation rates taken from the *Trip Generation* manual using the categories for office park and residential condominium. These trip rates are 5.86 average daily trips per residential unit and 10.28 trips per 1,000 square feet for office space. Ten percent of the trips on residential and office property are allocated to property used for parking, based on the relative value of each.

Special taxes are levied on residential property, office property, and parking property on the basis of equivalent unit factors. The equivalent unit factors represent the relative use of the improvements by each residential unit, 1,000 square feet of office space, and parking space. Allocating the use of the improvements on the basis of the estimates described above, the equivalent use factor for residential is 1.0 per unit, for office 1.95 per 1,000 square feet, and for parking 0.13 per parking space. These factors mean that the relative use of the road improvements for each 1,000 square feet of office space is 195% of the use for each residential unit and for each parking space is 13% of the use for each residential unit.

Special taxes are allocated to office, residential, and private parking property on the basis of the equivalent use factors for each property. The equivalent use factors are based on the relative use of the improvements by office, residential, and parking property. As a result, the special taxes are allocated to property on the basis of the use of the improvements and represent a reasonable allocation of the special taxes.

Adjusted Maximum Special Tax

The adjusted maximum special tax that may be levied on each parcel in the district is equal to the lesser of the (i) maximum special tax and (ii) the maximum special tax less the tax increment revenues collected from the parcel. The tax increment revenues represent the increase in property taxes that results from the development of the property. The tax increment revenues are pledged to the repayment of the bonds issued to finance the infrastructure improvements. To the extent property produces tax increment revenues, and these revenues cover the debt service on the bonds, the property is contributing its share of the cost of the infrastructure improvements through the tax increment revenues. The special taxes effectively cover each property's share of the cost of the infrastructure improvements not otherwise covered by the property's tax increment revenues.

Summary of Reasonable Basis of the Special Taxes

Special taxes are levied on the taxable property in the district according to the provisions of the "Rate and Method of Apportionment of Special Taxes." The Act requires special taxes to be levied in a manner that is reasonable. This report explains the reasonable basis of the special taxes. The reasonable basis may be summarized as follows:

1. The special benefit of the infrastructure improvements to the property subject to the special taxes exceeds the cost of the special taxes;
2. Taxes levied on all of the property in the district each year are equal to the amount required to pay the debt service on the bonds, after taking into consideration tax increment revenues;
3. The bonds are issued to finance the costs of the infrastructure improvements, which will be utilized by the property in the district, and other costs related to the issuance of the bonds;
4. The special taxes levied each year are allocated to each property within the district on the basis of the estimated use of the infrastructure by each property; and,

5. The maximum special tax to which each property is subject is reduced by the tax increment revenues produced from each property, since the tax increment revenue contributes to the property's share of the cost of the infrastructure improvements.

For these reasons, the special taxes are levied on the taxable property in the district in a reasonable manner.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-851
(Council Bill 04-1531)**

AN ORDINANCE CONCERNING

North Locust Point Special Obligation Bonds

FOR the purpose of providing for the issuance of special obligation bonds in an amount not exceeding \$3,000,000 for the purpose of financing public infrastructure improvements; providing for the method and sources of payment for these special obligation bonds; authorizing the Board of Finance to specify, prescribe, determine, provide for and approve the details, forms, documents or procedures in connection with the special obligation bonds and any other matters necessary or desirable in connection with the authorization, issuance, sale and payment of these special obligation bonds; providing for a special effective date; and generally relating to the issuance and payment of special obligation bonds.

BY authority of
Article II - General Powers
Sections (62) and (62A)
Baltimore City Charter
(1996 Edition)

Recitals

Article II, Section (62) of the Baltimore City Charter (the "Tax Increment Act") authorizes the Mayor and City Council of Baltimore to establish a "development district" (as defined in the Tax Increment Act) and a special, tax increment fund into which the revenues and receipts from the real property taxes representing the levy on the "tax increment" (as defined in the Tax Increment Act) for the development district are deposited, for the purpose of providing funds for the development of the development district.

Pursuant to an Ordinance No. 03-1231 enacted on December 8, 2003 (the "Development District Ordinance"), the City has:

- (i) designated the North Locust Point Development District (the "Development District");
- (ii) created the North Locust Point Development District Tax Increment Fund;

(iii) provided that until special obligation bonds issued with respect to the Development District have been fully paid, the property taxes on real property in the Development District shall be divided as provided in the Tax Increment Act; and

(iv) made other findings and determinations with respect to the Development District.

Article II, Section (62A) of the Baltimore City Charter (the “Special Taxing District Act”) authorizes the City to establish a “special taxing district” (as defined in the Special Taxing District Act) and a special fund into which the special taxes levied in the special taxing district are deposited, for the purpose of providing financing, refinancing, or reimbursement for the cost of infrastructure improvements.

Pursuant to an Ordinance enacted prior to or simultaneously with this Ordinance (the “Special Taxing District Ordinance”), the City has:

- (i) designated the North Locust Point Special Taxing District (the “Special Taxing District”);
- (ii) created the North Locust Point Special Taxing District Special Fund;
- (iii) authorized the levy of a special tax on all real property within the Special Taxing District; and
- (iv) made certain other findings and determinations with respect to the Special Taxing District.

The Tax Increment Act authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds for the purpose of financing and refinancing the development of an industrial, commercial or residential area in Baltimore City.

The Special Taxing District Act authorizes the City, subject to certain requirements, to borrow money by issuing and selling bonds for the purpose of providing financing, refinancing, or reimbursement for the cost of infrastructure improvements.

The City wishes to authorize the issuance of special obligation bonds to provide funds for the development of public infrastructure improvements in and in the vicinity of the Development District and the Special Taxing District involving the construction of roads and related improvements, including road bed improvements; road paving; necessary storm water management, ductbank, water line and other utility improvements; signalization for a new railway crossing; relocation of railway tracks and the recreation of related railway stacking capacity; related land acquisition within and outside the Development District and the Special Taxing District; and engineering and design fees in connection with the foregoing.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That for the purposes of this Ordinance, the following terms have the meanings indicated:

- (a) “Acts” means the Tax Increment Act and the Special Taxing District Act.
- (b) “Bond” means any bond, note, or other similar instrument issued by the Mayor and City Council of Baltimore under the Acts, including without limitation, the bonds authorized by this Ordinance.
- (c) “City expenses” means
 - (1) the fees and expenses of any fiscal agent or trustee employed by the City in connection with the bonds;

- (2) the expenses of the City in carrying out its duties under the indenture, including:
 - (i) the expenses incurred in levying and collecting the special tax;
 - (ii) the expenses incurred in complying with arbitrage rebate requirements and obligated person disclosure requirements associated with applicable federal and state securities law, including the costs of any employees of the City and fees of any professionals retained by the City to provide these services; and
 - (iii) all other costs and expenses of the City and the bond trustee incurred in connection with the discharge of their duties under the indenture, including legal expenses associated with those duties, and in any way related to the administration of the Special Taxing District.
- (d) "Development District" means the North Locust Point Development District.
- (e) "Includes" or "including" means by way of illustration and not by way of limitation.
- (f) "Indenture" means the indenture under which the bonds are issued.
- (g) "Infrastructure improvements" means the following public infrastructure improvements constructed in accordance with all required City approvals:
 - (1) the design and construction of roads, including removal of existing paving, new paving and installation of curbs, gutters, sidewalks, lighting, landscaping, and utilities (including, but not limited to, water, sanitary sewer, storm sewer, and ductbank);
 - (2) the design and construction of necessary signalization for a railway crossing;
 - (3) the relocation of existing railway tracks and the recreation of related railway stacking capacity;
 - (4) the acquisition of land whether inside or outside the Special Taxing District for the infrastructure improvements identified in Paragraph (g)(1)-(3); and
 - (5) the acquisition, construction, renovation and development of other related public infrastructure improvements that are necessary for the completion of these infrastructure improvements for their intended public purposes.
- (h) "Rate and Method" means the Rate and Method of Apportionment of the Special Taxes attached to the Special Taxing District Ordinance as Exhibit 2.
- (i) "Special tax" means the special tax authorized to be levied and collected in the Special Taxing District by the Special Taxing District Ordinance.
- (j) "Special Tax Fund" means the North Locust Point Special Tax Fund.
- (k) "Special tax revenues" means the revenues and receipts from the special tax, including amounts deposited in the Special Tax Fund and any other fund into which all or any of these revenues and receipts are deposited after they are appropriated by the Mayor and City Council of Baltimore.
- (l) "Special Taxing District" means the North Locust Point Special Taxing District.

- (m) "Special Taxing District Act" means Article II, Chapter (62A) of the Baltimore City Charter.
- (n) "Special Taxing District Ordinance" means the Ordinance of the Mayor and City Council designating the Special Taxing District.
- (o) "Tax increment" means for any tax year, the amount by which the assessable base (as defined in the Tax Increment Ordinance) as of January 1 preceding that tax year exceeds the original taxable value (as defined in the Tax Increment Ordinance), divided by the assessment ratio (as defined in the Tax Increment Ordinance) used to determine the original taxable value.
- (p) "Tax Increment Act" means Article II, Chapter (62) of the Baltimore City Charter.
- (q) "Tax Increment Fund" means the North Locust Point Development District Tax Increment Fund.
- (r) "Tax Increment Ordinance" means the Ordinance of the Mayor and City Council designating the Development District.
- (s) "Tax increment revenues" means the revenues and receipts from the taxes representing the levy on the tax increment that would normally be paid to the City, including amounts deposited in the Tax Increment Fund or any other fund into which all or any part of these revenues and receipts are deposited after they are appropriated by the Mayor and City Council of Baltimore.
- (t) "Tax year" means the period from July 1 of a calendar year through June 30 of the next calendar year.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Mayor and City Council of Baltimore finds and determines that the issuance of bonds from time to time for the purpose of providing funds to finance the infrastructure improvements:

- (1) accomplishes the purposes of the Acts;
- (2) serves public purposes, including the direct and indirect enhancement of the taxable base of the City and the facilitation of planned improvements to the North Locust Point area; and
- (3) generally promotes the health, welfare, and safety of the residents of the State of Maryland and of the City of Baltimore.

SECTION 3. AND BE IT FURTHER ORDAINED, That:

- (a) Bonds may be issued from time to time in one or more series in an aggregate principal amount not to exceed \$3,000,000.
- (b) The proceeds of the bonds may be utilized solely for the following purposes, as the Board of Finance determines pursuant to Section 9 of this Ordinance:
 - (1) to finance all or part of the costs of the infrastructure improvements;
 - (2) to establish a debt service reserve fund for the bonds;
 - (3) to fund capitalized interest on the bonds; and
 - (4) to pay costs and expenses of issuing the bonds.

- (c) The bonds may be issued pursuant to the provisions of an indenture at any time or from time to time in one or more issues or series. Each issue or series of the bonds shall be identified by the year of issue or by other designation.

SECTION 4. AND BE IT FURTHER ORDAINED, That:

- (a) The tax increment revenues are pledged to the payment of the principal of and interest on the bonds. However, the tax increment revenues are not irrevocably pledged to the payment of the principal of and interest on the bonds, and the obligation to pay the principal of and interest on the bonds from the tax increment revenues is subject to annual appropriation by the City.
- (b) The tax increment revenues may also be pledged by the City to the payment of additional bonds issued by the City under the Tax Increment Act relating to the Development District, subject to the provisions of the indenture.
- (c) If any bonds are outstanding, the tax increment revenues may not be used for the purposes set forth in Section 6 of the Tax Increment Ordinance unless the amount in the Tax Increment Fund exceeds:
 - (1) the debt service payable on the bonds in that fiscal year and any debt service payable on the bonds in any prior fiscal year that remains unpaid;
 - (2) the amount required to replenish any debt service reserve fund established for the bonds; and
 - (3) the amount of City expenses due and payable and to become due and payable in that fiscal year.

SECTION 5. AND BE IT FURTHER ORDAINED, That:

- (a) Provision may be made for municipal bond insurance or any other type of financial guaranty of the bonds.
- (b) The bonds may be secured, as the Board of Finance determines under Section 9 of this Ordinance, through:
 - (1) the establishment of debt service reserve funds;
 - (2) the establishment of additional sinking funds; or
 - (3) the pledge of other assets and revenues toward the payment of the principal and interest on the bonds.
- (c) The bonds are special obligations of the City. They do not constitute a general obligation debt of the City or a pledge of the City's full faith and credit or taxing power.

SECTION 6. AND BE IT FURTHER ORDAINED, That the bonds will be payable:

- (a) first, from capitalized interest and any other available amount in the funds and accounts created by the indenture;
- (b) second, from the tax increment revenues, subject to annual appropriation by the City; and

- (c) third, to the extent the tax increment revenues are not sufficient to pay debt service on the bonds, to replenish any debt service fund for the bonds, and to pay City expenses, from the special tax revenues, subject to annual appropriation by the City.

SECTION 7. AND BE IT FURTHER ORDAINED, That:

- (a) No special tax shall be levied unless the tax increment revenues are not enough to pay debt service on the bonds, to replenish any debt service reserve fund for the bonds, and to pay the City expenses. The amount of the special tax required to be levied in any tax year to provide for the payment of City expenses may be reduced to the extent that amounts are held under the indenture, or amounts are otherwise made available to the City, and are available for the payment of City expenses in that tax year.
- (b) The City covenants to levy the special tax, in accordance with the Rate and Method, up to the maximum special tax provided in the Rate and Method, at a rate and amount at least sufficient to pay the principal of and interest on the bonds, to replenish any debt service reserve fund for the bonds and to pay City expenses (to the extent these expenses are not otherwise provided for), to the extent capitalized interest and other amounts available under the indenture, the tax increment revenues, and any amounts in the Special Tax Fund are insufficient. The special tax also may be levied with respect to refunding bonds issued under the Special Taxing District Act without notice to or the consent of the property owners in the Special Taxing District as provided in the indenture.
- (c) The special tax revenues are pledged to the payment of the principal of and interest on the bonds. However, the special tax revenues are not irrevocably pledged to the payment of the principal of and interest on the bonds, and the obligation to pay the principal of and interest on the bonds from the special tax revenues is subject to annual appropriation by the City.

SECTION 8. AND BE IT FURTHER ORDAINED, That:

- (a) The bonds shall be executed in the name of the City and on its behalf by the Mayor, by manual or facsimile signature. The corporate seal of the City or a facsimile of it shall be impressed or otherwise reproduced on the bonds and attested by the Custodian or Alternate Custodian of the City Seal by manual, or facsimile signature.
- (b) Each of the following documents shall be executed in the name of the City and on its behalf by the Mayor or Director of Finance, by manual signature and, if necessary, the corporate seal of the City or a facsimile of it shall be impressed or otherwise reproduced on the documents and attested by the Custodian or Alternate Custodian of the City Seal, by manual signature:
 - (1) the indenture to be entered into between the City and a trustee to be selected;
 - (2) the development agreement(s) to be entered into among the City, any other governmental entity, if necessary, and the developer(s) of the Development District to provide for the construction by the developer(s) of the infrastructure improvements; and
 - (3) any other documents the Board of Finance considers necessary for the issuance, sale and delivery of the bonds.
- (c) If any officer whose signature or countersignature or a facsimile of whose signature or countersignature appears on the bonds or any other document ceases to be an officer before the delivery of the bonds or any other document, the signature or countersignature or the facsimile

shall nevertheless be valid and sufficient for all purposes, as if the officer had remained in office until delivery.

- (d) The Mayor, the Director of Finance, the Custodian of the City Seal and the Alternate Custodian of the City Seal, and other officials of the City are authorized and empowered to do all acts and things and execute all documents and certificates as the Board of Finance determines to be necessary to carry out the provisions of this Ordinance, subject to the limitations set forth in the Acts, the Tax Increment Ordinance, the Special Taxing District Ordinance, and this Ordinance.

SECTION 9. AND BE IT FURTHER ORDAINED, That the Board of Finance shall specify and prescribe by resolution any of the following as it deems appropriate to finance the infrastructure improvements:

- (1) the principal amount of the bonds to be issued;
- (2) the rate or rates of interest the bonds are to bear or the method for determining the same;
- (3) the manner in which and the terms upon which the bonds are to be sold;
- (4) the manner in which and the times and places that the interest on the bonds is to be paid;
- (5) the time or times that the bonds may be executed, issued, and delivered;
- (6) the form and tenor of the bonds and the denominations in which the bonds may be issued;
- (7) the manner in which and the times and places that the principal of the bonds is to be paid, within the limitations set forth in the Acts;
- (8) provisions pursuant to which any or all of the bonds may be called for redemption prior to their stated maturity dates;
- (9) the terms and provisions of any indenture, development agreement(s) or other documents to be executed by or on behalf of the City and any person in connection with the issuance of the bonds, including, provisions providing for additional security for the bonds;
- (10) provisions establishing sinking funds or debt service reserve funds for the bonds;
- (11) provisions pledging other assets and revenues towards the payment of the principal of and interest on the bonds;
- (12) provision for municipal bond insurance or any other type of financial guaranty of the bonds; and
- (13) any other provisions not inconsistent with the Charter (including the Acts), the Tax Increment Ordinance, the Special Taxing District Ordinance, this Ordinance and other applicable law as the Board of Finance determines to be necessary or desirable to finance the infrastructure improvements.

SECTION 10. AND BE IT FURTHER ORDAINED, That:

- (a) Before the bonds are issued, the Director of Finance shall record among the Land Records of the City, at the cost of the Special Taxing District, a declaration that:

- (1) encumbers all real property located in the Special Taxing District, except for property exempt by law or the Special Taxing District Ordinance; and
 - (2) designates that property as subject to the Special Taxing District.
- (b) The declaration shall terminate when the Director of Finance records a release stating that all bonds are fully repaid or have been defeased.

SECTION 11. AND BE IT FURTHER ORDAINED, That:

- (a) This Section 11 ~~applied~~ applies to bonds issued and sold on the basis that the interest on the bonds will be excludable from gross income for federal income tax purposes. Notwithstanding anything in this Ordinance to the contrary, bonds may be issued and sold on the basis that the interest on them will not be excludable from gross income for federal income tax purposes.
- (b) The City covenants that it will take, or refrain from taking, any and all actions necessary to comply with the provisions of § 103 and §§ 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended, applicable to the bonds in order to preserve the status of the interest on the bonds as excluded from gross income for federal income tax purposes.
- (c) Without limiting the generality of subsection (b), the City:
 - (1) will not use or permit the use of any of the proceeds of the bonds in any manner that would cause the interest on the bonds to be included in gross income for federal income tax purposes;
 - (2) periodically will determine the rebate amount and timely pay any rebate amount or installment of any rebate amount, to the United States of America; and
 - (3) will prepare and timely file Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or any successor or additional form required by the Internal Revenue Service.
- (d) The Director of Finance may prepare, execute and deliver:
 - (1) a tax regulatory agreement and no arbitrage certificate with respect to the bonds, in the form the Director of Finance approves; and
 - (2) any other documents the Director of Finance considers necessary to assure the registered owners of the bonds that interest on the bonds will be and remain excludable from gross income for federal income tax purposes.

SECTION 12. AND BE IT FURTHER ORDAINED, That any approvals, authorizations, or activities provided in this Ordinance do not constitute and may not be deemed to constitute or imply that the City Council, the Mayor, or any department, office or agency of the City has given or will give, any approval, authorization or consent to any action or activity within or required for the development of the Development/Special Taxing District, including any land use approval, requirements for the provision of public utilities or services, or any other administrative, judicial, quasi-judicial, or legislative approval, authorization or consent.

SECTION 13. AND BE IT FURTHER ORDAINED, That the provisions of this Ordinance are severable. If any provision, sentence, clause, section or other part of this Ordinance is held or determined to be illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, that illegality, invalidity, unconstitutionality, or inapplicability does not affect or impair any of the remaining provisions, sentences, clauses, sections, or

parts of this Ordinance or their application to other persons or circumstances. It is the intent of the Mayor and City Council that this Ordinance would have been passed even if the illegal, invalid, unconstitutional, or inapplicable provision, sentence, clause, section, or other part had not been included in this Ordinance, and as if the person or circumstances to which this Ordinance or part are inapplicable had been specifically exempted.

SECTION 14. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-852
(Council Bill 04-1538)**

AN ORDINANCE CONCERNING

**Urban Renewal — Orchard-Biddle —
Amendment 11**

FOR the purpose of amending the Urban Renewal Plan for Orchard-Biddle to change the land use category for 510-528 St. Mary Street and to revise Exhibit 1 to reflect the change; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Orchard-Biddle was originally approved by the Mayor and City Council of Baltimore by Ordinance 71-1066 and last amended by Ordinance 84-58.

An amendment to the Urban Renewal Plan for Orchard-Biddle is necessary to change the land use category for 510-528 St. Mary Street and to reflect the change in the land use category on Exhibit 1.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following change in the Urban Renewal Plan for Orchard-Biddle is approved:

Amend Exhibit 1, "General Land Use Plan", to reflect the change in land use category for 510-528 St. Mary Street from Park/Recreation to Residential.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Orchard-Biddle, as amended by this Ordinance and identified as “Urban Renewal Plan, Orchard-Biddle, revised to include Amendment 11, dated September 13, 2004”, is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved November 29, 2004

MARTIN O’MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-853
(Council Bill 04-1549)**

AN ORDINANCE CONCERNING

**Supplementary Water Utility Fund Operating Appropriation —
Department of Public Works — \$3,000,000**

FOR the purpose of providing a Supplementary Water Utility Fund Operating Appropriation in the amount of \$3,000,000 to the Department of Public Works — Program 552 (Water Facilities), to provide funding to cover additional operating expenses; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(3) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from the Fund Balance (\$1,857,000) and Metered Water-Baltimore County (\$1,143,000) in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

This additional revenue could not have been reasonably anticipated when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

This appropriation is made necessary by a material change in circumstances since the Ordinance of Estimates for Fiscal Year 2005 was formulated or is for a new program that could not have been reasonably anticipated when that Ordinance of Estimates was formulated.

On September 29, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$3,000,000 shall be made available to the Department of Public Works — Program 552 (Water Facilities) as a Supplementary Water Utility Fund Operating Appropriation for Fiscal Year 2005, to provide funding for additional operating expenses. The source of revenue for this appropriation is from the Fund Balance (\$1,857,000) and Metered Water-Baltimore County (\$1,143,000) in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved November 29, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-854
(Council Bill 03-1111)**

AN ORDINANCE CONCERNING

Street Vendors — Licensing and Regulation

FOR the purpose of consolidating and revising provisions governing street vendors; expanding certain of these provisions to apply Citywide; defining certain terms; modifying certain penalties as they apply to street vendors and to other regulated persons and activities; changing the name and composition of the applicable licensing entity; correcting, clarifying, and conforming certain language; and generally relating to the licensing and regulation of street vendors.

BY repealing

Article 15 - Licensing and Regulation

Section(s) 16-1 through 16-13, inclusive, and the subtitle designation

“Subtitle 16. Street Vendors of Food Products”

Baltimore City Code

(Edition 2000)

BY repealing

Article 19 - Police Ordinances

Section(s) 50-21 through 50-23, inclusive, and the part designation
“Part 3. Street Sales Near Farmers’ Market”

Baltimore City Code
(Edition 2000)

BY repealing

Article 31 - Transit and Traffic

Section(s) 16-23

Baltimore City Code
(Edition 2000)

BY repealing and reordaining, with amendments

Article 1 - Mayor, City Council, and Municipal Agencies

Section(s) 40-14(e)(2)

Baltimore City Code
(Edition 2000)

BY repealing and reordaining, with amendments

Article 15 - Licensing and Regulation

Section(s) 17-1 through 17-16, inclusive, to be under the new subtitle
designation “Subtitle 17. Street Vendors”

Baltimore City Code
(Edition 2000)

BY repealing and reordaining, with amendments

Article 15 - Licensing and Regulation

Section(s) 47-1 and 47-2

Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following provisions of the City Code are repealed:

Article 15 - Licensing and Regulation

Section(s) 16-1 through 16-13, inclusive, and the subtitle designation
“Subtitle 16. Street Vendors of Food Products”

Baltimore City Code
(Edition 2000)

Article 19 - Police Ordinances

Section(s) 50-21 through 50-23, inclusive, and the part designation
“Part 3. Street Sales Near Farmers’ Market”

Baltimore City Code
(Edition 2000)

Article 31 - Transit and Traffic

Section(s) 16-23

Baltimore City Code
(Edition 2000)

SECTION 2. AND BE IT FURTHER ORDAINED, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 1. Mayor, City Council, and Municipal Agencies

Subtitle 40. Environmental Control Board

§ 40-14. Violations to which subtitle applies.

(e) *Provisions and penalties enumerated.*

(2) **Article 15. Licensing and Regulation**

[§ 16-8(b). Truck peddler - trash receptacles required]

§ 17-23. STREET FOOD VENDORS - TRASH CONTAINMENT AND REMOVAL \$100

Article 15. Licensing and Regulation

Subtitle 17. Street Vendors [in Downtown Area]

PART I. DEFINITIONS; GENERAL PROVISIONS

§ 17-1. ["Downtown area" defined] DEFINITIONS.

(A) *IN GENERAL.*

IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(B) *BOARD; BOARD OF LICENSES.*

“BOARD” OR “BOARD OF LICENSES” MEANS THE BOARD OF LICENSES FOR STREET VENDORS.

(C) *DOWNTOWN AREA.*

[The phrase “downtown area”, for purposes of this subtitle, shall mean] “DOWNTOWN AREA” MEANS:

the area beginning at a point of intersection at the northwest corner of W. Pratt Street and Martin Luther King, Jr. Boulevard; binding on the west side of said Martin Luther King, Jr. Boulevard and running in a northerly direction to a point of intersection with the north side of W. Franklin Street; thence running easterly along W. Franklin Street to the northeast corner of W. Franklin and N. Paca Streets; binding on the west side of N. Paca Street running northerly to the northwest corner of Druid Hill Avenue and N. Paca Street; thence binding on the northern right-of-way line of Druid Hill Avenue running easterly crossing N. Eutaw Street in a straight line and continuing along the northern right-of-way line of Centre Street easterly to intersect the eastern right-of-way line of the Fallsway; thence binding on the eastern right-of-way line of the Fallsway running southerly to intersect the southern curblin of E. Fayette Street following the southern right-of-way of E. Fayette Street to the westerly right-of-way line of the Jones Falls Boulevard to intersect the southern right-of-way line of Pratt Street thence westerly to the point of beginning.

(D) *FOOD PRODUCT.*

(1) *IN GENERAL.*

“FOOD PRODUCT” MEANS ANY ITEM USED AS FOOD, DRINK, CONFECTIONERY, OR CONDIMENT FOR HUMAN CONSUMPTION, WHETHER SIMPLE OR COMPOUND.

(2) *EXCLUSIONS.*

“FOOD PRODUCT” DOES NOT INCLUDE MEDICINE, DRUGS, OR ALCOHOL.

(E) *PERSON.*

(1) *IN GENERAL.*

“PERSON” MEANS:

(I) AN INDIVIDUAL;

(II) A RECEIVER, TRUSTEE, GUARDIAN, PERSONAL REPRESENTATIVE, FIDUCIARY, OR REPRESENTATIVE OF ANY KIND; OR

(III) A PARTNERSHIP, FIRM, ASSOCIATION, CORPORATION, OR OTHER ENTITY OF ANY KIND.

(2) *EXCLUSIONS.*

“PERSON” DOES NOT INCLUDE A GOVERNMENTAL ENTITY OR AN INSTRUMENTALITY OR UNIT OF A GOVERNMENTAL ENTITY.

(F) *STREET.*

“STREET” MEANS ANY STREET, BOULEVARD, ROAD, HIGHWAY, ALLEY, LANE, SIDEWALK, FOOTWAY, MALL, ESPLANADE, OR OTHER WAY OR PLACE THAT IS OWNED BY THE CITY OR HABITUALLY USED BY THE PUBLIC.

(G) *STREET VENDOR.*

“STREET VENDOR” MEANS ANY PERSON WHO SELLS OR OFFERS TO SELL FOOD PRODUCTS OR MERCHANDISE OF ANY KIND ON ANY STREET.

(H) *VEHICLE.*

“VEHICLE” MEANS:

(1) ANY ANIMAL-DRAWN WAGON;

(2) ANY MOTOR VEHICLE; OR

(3) ANY TRAILER, HANDCART, PUSH CART, OR OTHER VEHICLE.

[§ 17-2. Peddling generally prohibited.]**(a) *Peddling prohibited.***

It shall be unlawful for any person or any other legal entity to sell or offer for sale on or in any sidewalk, street, alley, mall, parkway, esplanade, highway, or any other property open or devoted to public use in the downtown area of Baltimore City, any goods, wares, or merchandise, except newspapers, either exposed or enclosed in boxes, crates, barrels, baskets, or any other container, carried, conveyed, or transported either on foot or by wagon, pushcart, handcart, or any other vehicle.

(b) *Booths, stands, etc., prohibited.*

It shall further be unlawful to erect, construct, build, maintain, or occupy any booth, stand, or other structure, either permanent or temporary, upon any sidewalk, street, alley, mall, parkway, esplanade, highway, or any other property open or devoted to public use in the downtown area of the City for the purpose of engaging in, carrying on, or furthering the business of vending, peddling, hawking, or huckstering of any goods, wares, or merchandise prohibited by this section.]

[§ 17-3. Certain items permitted with license.]

Provided, however, that any person or other legal entity may sell or offer for sale the following, on or in any of the places mentioned in § 17-2, provided that such person first obtains a license do to so from the Board of Licenses for Hucksters, Hawkers, and Peddlers, hereinafter created:

- (1) balloons;
- (2) flowers;
- (3) food and drink preparations or products;
- (4) pictures taken of pedestrians.]

§ 17-2. MANDATORY, PROHIBITORY, AND PERMISSIVE TERMS.**(A) *MANDATORY TERMS.***

“MUST” AND “SHALL” ARE EACH MANDATORY TERMS USED TO EXPRESS A REQUIREMENT OR TO IMPOSE A DUTY.

(B) *PROHIBITORY TERMS.*

“MUST NOT” AND “MAY NOT” ARE EACH MANDATORY NEGATIVE TERMS USED TO ESTABLISH A PROHIBITION.

(C) *PERMISSIVE TERMS.*

“MAY” IS PERMISSIVE.

§ 17-3. SCOPE.

THIS SUBTITLE DOES NOT APPLY TO THE SALE OF NEWSPAPERS.

§§ 17-4 TO 17-5. {RESERVED}***PART II. BOARD OF LICENSE FOR STREET VENDORS*****§ 17-6. [§ 17-4.] Board established.****(a) *In general.***

There is [hereby created and established] a Board of Licenses for [Hucksters, Hawkers, and Peddlers] STREET VENDORS[, with the membership, powers, and duties as in this section provided].

(b) *Composition.*

[(1)] The Board [shall be composed of] COMPRISES THE FOLLOWING 9 MEMBERS:

- (1) 4 MEMBERS APPOINTED BY THE MAYOR IN ACCORDANCE WITH CITY CHARTER ARTICLE IV, § 6;
- (2) 2 MEMBERS APPOINTED BY THE PRESIDENT OF THE CITY COUNCIL; AND
- (3) THE FOLLOWING OR THEIR RESPECTIVE DESIGNEES:
 - (i) the Director of the [Baltimore] Community Relations Commission;
 - (ii) the Director of Finance; and
 - (iii) the Commissioner of Housing and Community Development.

[(2) In the event that any member of the Board of Licenses for Hucksters, Hawkers, and Peddlers does not attend any meeting of the Board, he may be represented by a designated subordinate to whom he has delegated his authority. Such representative shall have the power to act in the place of the absent ex-officio member.]

§ 17-7. OFFICERS; EXPENSES.**(A) [(c)] *Officers.***

The [members of the] Board [shall] annually SHALL:

- (1) elect a Chairman from among [the] ITS members [of the Board]; and
- (2) [shall] appoint a Secretary.

(B) [(d)] *Compensation.*

The members of the Board:

- (1) [shall] receive no compensation for services rendered [by them] as members of the Board[,]; but
- (2) [they shall be reimbursed] ARE ENTITLED TO REIMBURSEMENT for [all] necessary and proper expenses incurred in [the discharge of] PERFORMING their duties AS A MEMBER.

§ 17-8. STAFF.

[(e) *Staff.*]

The Board [shall] MAY appoint [such] employees, assistants, and investigators [and at such compensation] as [may be] provided in the [annual] Ordinances of Estimates [from time to time].

§ 17-9. RULES AND REGULATIONS.

(A) *BOARD MAY ADOPT.*

THE BOARD OF LICENSES FOR STREET VENDORS MAY ADOPT RULES AND REGULATIONS TO CARRY OUT THIS SUBTITLE.

(B) *FILING WITH LEGISLATIVE REFERENCE.*

A COPY OF ALL RULES AND REGULATIONS MUST BE FILED WITH THE DEPARTMENT OF LEGISLATIVE REFERENCE BEFORE THEY TAKE EFFECT.

§ 17-10. {RESERVED}***PART III. LICENSING*****§ 17-11. LICENSE REQUIRED.**

NO PERSON MAY SELL OR OFFER FOR SALE IN THE STREETS OF BALTIMORE CITY ANY FOOD PRODUCTS OR OTHER MERCHANDISE WITHOUT FIRST HAVING OBTAINED A LICENSE TO DO SO FROM THE BOARD OF LICENSES FOR STREET VENDORS.

§ 17-12. [§ 17-5. Board's powers – number] CLASSES and scope of licenses.

(a) [*Number and location*] *IN GENERAL.*

[The] IN ITS RULES AND REGULATIONS, THE Board [is authorized and empowered to determine] SHALL:

(1) DESIGNATE VARIOUS CLASSES OF LICENSES TO BE ISSUED; AND

(2) FOR EACH CLASS OF LICENSE, SPECIFY:

(1) THE TYPES OF MERCHANDISE THAT MAY BE SOLD UNDER THE LICENSE;

(2) THE LOCATIONS OR AREAS FOR WHICH THE LICENSE IS EFFECTIVE;

(III) THE DAYS AND TIMES FOR WHICH THE LICENSE IS EFFECTIVE; AND

(IV) the MAXIMUM number of licenses to be issued [to persons or other legal entities to sell or offer for sale any of the merchandise or products mentioned in § 17-3] FOR A PARTICULAR LOCATION OR AREA OR FOR A PARTICULAR DAY OR TIME OF DAY.

[and the location for which said license shall be effective.]

[(b) Additional merchandise or products.

The Board is authorized and empowered to issue licenses to persons or other legal entities to sell or offer to sell any goods, wares, or merchandise, in addition to the merchandise or products mentioned in § 17-3 in the downtown area from time to time.]

(B) [(c)] Required considerations.

In [connection with any such determination or act] DESIGNATING CLASSES AND SPECIFYING LIMITATIONS, the Board shall [take into consideration the following] CONSIDER:

- (1) the volume and types of vehicular and pedestrian traffic in [the vicinity of the particular location] A PROPOSED VENDING LOCATION OR AREA;
- (2) the [number and types of licenses issued and outstanding in the vicinity of the particular location] PROXIMITY TO A PROPOSED VENDING LOCATION OR AREA OF SCHOOLS, RELIGIOUS INSTITUTIONS, PARKS, AND RESIDENCES;
- (3) the number of licenses issued [in the name of a licensee] TO THE SAME PERSON; AND
- (4) the IMPACT OF STREET VENDING ACTIVITIES ON THE health, [security] SAFETY, and general welfare of the public[;].

[(5) the information contained in the application for a license; and

(6) the types or kinds of merchandise to be sold at or in the vicinity of the particular location].

§ 17-13. [§ 17-6. Board's powers – limitations] LIMITATIONS and conditions.

(a) In general.

[Any and all licenses issued by the] THE Board [shall be subject to such] MAY IMPOSE reasonable limitations and conditions ON ANY LICENSE ISSUED UNDER THIS SUBTITLE, as [may be deemed] necessary or proper to carry out the purpose and intent of this subtitle.

(b) Containers and vehicles.

The Board [is authorized and empowered to] MAY determine the size, shape, design, and dimensions of any container, [wagon, pushcart, handcart,] conveyance, or [other] vehicle [which shall be permitted] to be used in connection with the sale of [any of the] merchandise [or products authorized to be sold or offered for sale] under [the provisions of] this subtitle.

[§ 17-7. Board's powers – rules and regulations.

(a) Board to adopt.

The Board may adopt rules and regulations to carry out the purpose and intent of this subtitle.

(b) Effect.

These rules and regulations have the same force and effect as law.]

§ 17-14. [§ 17-8.] Applications [for license].(a) *Form.*

[Application] AN APPLICATION for [such] a license [may] MUST be made [to the Board] [on a] IN THE form [to be provided by] the Board REQUIRES.

(b) *Application fee.*

The application [shall] MUST be accompanied by a non-refundable application fee of \$25, to cover the [City's] cost of investigating and processing the application.

(c) *[Verification and contents] CONTENTS.*

The application [shall] MUST [be verified before a notary public or other officer authorized to administer oaths and it shall] contain [the following information]:

- (1) the applicant's name[, AND address[, and length of residence in Baltimore City];
- (2) the applicant's age[, which must be not less than 18 years];
- (3) THE TYPE OF MERCHANDISE FOR WHICH THE LICENSE IS SOUGHT;
- (4) [(3)] the location OR AREA for which the license is sought;
- (5) FOR THE SALE OF ANY FOOD PRODUCT, EVIDENCE THAT THE APPLICANT HAS OBTAINED THE APPROPRIATE LICENSE FROM THE HEALTH DEPARTMENT; and
- (6) [(4)] [such] ANY other information [as may be required by the Board and which is reasonably related to the applicant's fitness to be granted a license] THE BOARD REQUIRES.

(D) *VERIFICATION.*

THE APPLICATION MUST BE VERIFIED BEFORE A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

§ 17-15. [§ 17-9. Issuance; fee] FEES.[(a) *In general.*

If the Board determines that the application should be granted, a license shall be issued upon payment of the license fee.]

(A) [(b) *Fees.*] *IN GENERAL.*(1) *FOOD PRODUCTS.*

The ANNUAL FEES FOR A LICENSE TO SELL FOOD PRODUCTS ARE AS FOLLOWS:

- (I) [(1) For food peddlers,] IN THE DOWNTOWN AREA – [the fee shall be] \$375.
- (II) OUTSIDE THE DOWNTOWN AREA:

(A) SALES FROM A VEHICLE – \$75.

(B) SALES FROM A BASKET, HANDCART, OR
PUSHCART – \$25.

(2) *OTHER MERCHANDISE.*

[For all other hucksters, hawkers, and peddlers, the fee shall be] THE ANNUAL FEE FOR A LICENSE TO SELL MERCHANDISE OTHER THAN FOOD PRODUCTS IS \$75.

(B) [(c)] *Proration.*

If the license is issued after June 30 of any CALENDAR year, the initial license fee [shall be] IS ½ [of] the annual [license] fee.

§ 17-16. [§ 17-10.] Temporary licenses.

(a) *In general.*

The Board [is authorized and empowered to] MAY issue a temporary license [to persons or other legal entities to sell or offer] for THE sale [any goods, wares, or] OF merchandise[, including but not limited to the merchandise or products mentioned in § 17-3, in the downtown area from time to time] in connection with [any] A charitable, educational, artistic, civic, or other public [functions] FUNCTION or [activities] ACTIVITY[.,].

(B) *TERM; FEE.*

(1) [for a license period not to exceed] THE TERM OF A TEMPORARY LICENSE IS 4 days[.,].

(2) [upon payment to the Board by the applicant of a license] THE fee FOR A TEMPORARY LICENSE [in the amount of] IS \$5 [per application].

(C) [(b)] *Renewal.*

[Such] A temporary license [shall be renewable] MAY BE RENEWED for ONE OR MORE additional 4-day periods [upon proper] ON application [being made to the Board for such renewal of said temporary license,] and [upon] payment [by the applicant] of an additional [\$5 license] LICENSE fee for each [such additional 4-day temporary license] RENEWAL period.

§ 17-17. [§ 17-11. Identification badges] VENDOR IDENTIFICATION – IN GENERAL.

(A) *SCOPE OF SECTION.*

THIS SECTION DOES NOT APPLY TO A PERSON WHO OBTAINS A COUNTRY GROWER'S LICENSE UNDER § 17-18 OF THIS SUBTITLE.

(B) [(a)] *Board to issue.*

The Board shall issue an identification badge [to each licensee] for each [location for which an application for license has been approved] LICENSE ISSUED.

(C) [(b)] *Form and contents.*

The identification badge:

- (1) shall be of laminated plastic or other durable substance; AND
- (2) shall bear:
 - (i) the name and address of the licensee;
 - (II) THE TYPE OF MERCHANDISE FOR WHICH THE LICENSE IS ISSUED
 - (III) [(ii)] the location OR AREA for which the license is issued;
 - (IV) THE DAYS OR TIMES TO WHICH THE LICENSE IS LIMITED;
 - (v) [(iii)] the year for which THE LICENSE IS issued; and
 - (VI) [(iv)] an identifying number[, which shall correspond] THAT CORRESPONDS with number of the [applicant's] license[;].

(D) *VENDOR TO DISPLAY.*

[and (3) shall be] EACH STREET VENDOR MUST prominently [displayed by] DISPLAY the [licensee] BADGE while vending.

(E) [(c)] *Replacement badges.*

[In the case of loss] IF A BADGE IS LOST, THE DIRECTOR SHALL ISSUE A REPLACEMENT BADGE ON PAYMENT BY THE LICENSEE OF a \$10 [replacement] fee [will be assessed against the licensee for issuance of a duplicate badge].

§ 17-18. VENDOR IDENTIFICATION – COUNTRY GROWERS.(A) *IN GENERAL.*

A STREET VENDOR WHO SELLS FRUITS, VEGETABLES, OR OTHER PERISHABLE ARTICLES THAT HAVE BEEN PRODUCED OR GROWN BY THAT VENDOR MAY APPLY FOR A SPECIAL, COUNTRY GROWER'S LICENSE UNDER THIS SECTION.

(B) *APPLICATION.*

THE APPLICATION FOR A COUNTRY GROWER'S LICENSE MUST CONTAIN, IN ADDITION TO THE INFORMATION REQUIRED BY § 17-14 OF THIS SUBTITLE:

- (1) THE LOCATION OF THE LAND FROM WHICH THE FRUITS, VEGETABLES, AND OTHER PERISHABLE ARTICLES ARE PRODUCED OR GROWN;
- (2) WHETHER THE APPLICANT OWNS OR LEASES THAT LAND AND, IF THE LATTER, THE NAME OF THE OWNER AND THE TERM OF THE LEASE; AND
- (3) A STATEMENT THAT THE APPLICANT:

- (I) INTENDS TO USE THE LICENSE PERSONALLY OR BY AGENT SOLELY FOR THE SALE OF HIS OR HER OWN PRODUCE; AND
 - (II) WILL NOT PERMIT THE LICENSE OR THE SIGN ISSUED UNDER THIS SECTION TO BE USED BY ANY OTHER PERSON OR FOR THE SALE OF ANY PRODUCE OTHER THAN THAT WHICH HE OR SHE PRODUCES OR GROWS.
- (C) *SIGN.*

- (1) INSTEAD OF THE BADGE PROVIDED FOR IN §17-17 OF THIS SUBTITLE, THE BOARD SHALL PROVIDE THE PRODUCER OR GROWER WITH A SIGN TO BE DISPLAYED ON HIS OR HER VEHICLE.
- (2) THIS SIGN SHALL BE:
 - (1) OF THE SIZE AND DESIGN THE BOARD DETERMINES; AND
 - (2) IMPRINTED WITH:
 - (I) THE WORDS “COUNTRY GROWER’S LICENSE NO. _____”; AND
 - (II) THE DATE THE LICENSE WAS ISSUED.
- (3) THE PRODUCER OR GROWER MUST DISPLAY THIS SIGN IN A CONSPICUOUS PLACE ON HIS OR HER VEHICLE.

[§ 17-12. Term of license; renewal.]

All licenses shall expire on December 31 of each year, but a license may be renewed if the license has not been revoked or suspended, by payment of the annual renewal license fee of \$375 by food peddlers, and an annual renewal license fee of \$75 by all other hucksters, hawkers, and peddlers during the month of December and prior to the expiration of the license. The license shall automatically be revoked if the licensee fails to pay the renewal fee prior to the expiration of the license.]

[§ 17-13. Compliance with other laws required.]

All licensees shall comply with the applicable provisions and requirements of all other ordinances of the City and the laws of the State of Maryland.]

§§ 17-19 TO 17-20. {RESERVED}

PART IV. PROHIBITED CONDUCT

§ 17-21. FOOD VENDORS – RESIDENTIAL AREAS.

(A) *IN GENERAL.*

IN A RESIDENTIAL AREA, NO STREET VENDOR OF FOOD PRODUCTS MAY STAND OR PARK HIS OR HER VEHICLE:

- (1) FOR MORE THAN 15 MINUTES AT A GIVEN LOCATION; OR
- (2) WITHIN 300 FEET OF ANY LOCATION AT WHICH THE VEHICLE STOOD OR PARKED DURING THE PRECEDING 48 HOURS.

(B) *PENALTIES.*

A PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF A MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF \$500 , TO IMPRISONMENT FOR NOT MORE THAN 6 MONTHS, OR TO BOTH FINE AND IMPRISONMENT FOR EACH OFFENSE.

§ 17-22. FOOD VENDORS – NEAR SCHOOLS.

(A) *IN GENERAL.*

ON SCHOOL DAYS FROM 7 A.M. TO 5 P.M., NO STREET VENDOR OF FOOD PRODUCTS MAY STAND OR PARK HER OR HIS VEHICLE WITHIN 500 FEET OF THE GROUNDS OF ANY BUILDING USED AS A PUBLIC OR PRIVATE KINDERGARTEN, ELEMENTARY SCHOOL, OR SECONDARY SCHOOL.

(B) *PENALTIES.*

A PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF A MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF \$500, TO IMPRISONMENT FOR NOT MORE THAN 1 YEAR, OR TO BOTH FINE AND IMPRISONMENT FOR EACH OFFENSE.

§ 17-23. FOOD VENDORS – RECEPTACLES; CLEAN-UP.

(A) *RECEPTACLES REQUIRED.*

EVERY STREET VENDOR OF FOOD PRODUCTS MUST PROVIDE SUFFICIENT TRASH RECEPTACLES FOR THE USE OF CUSTOMERS.

(B) *TRASH REMOVAL.*

ON LEAVING ANY LOCATION, THE STREET VENDOR MUST REMOVE ALL TRASH WITHIN A 10-FOOT RADIUS OF THE PLACE AT WHICH THE VEHICLE STOOD OR WAS PARKED.

(C) *PENALTIES.*

(1) *CRIMINAL PENALTIES.*

A PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF A MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF NOT MORE THAN \$500, TO IMPRISONMENT FOR NOT MORE THAN 6 MONTHS, OR TO BOTH FINE AND IMPRISONMENT FOR EACH OFFENSE.

(2) *ENFORCEMENT BY CITATION.*

(I) IN ADDITION TO ANY OTHER CIVIL OR CRIMINAL REMEDY OR ENFORCEMENT PROCEDURE, SUBSECTION (C) OF THIS SECTION MAY BE ENFORCED BY ISSUANCE OF AN ENVIRONMENTAL CITATION UNDER ARTICLE 1, SUBTITLE 40 {"ENVIRONMENTAL CONTROL BOARD"} OF THE CITY CODE.

(II) THE ISSUANCE OF AN ENVIRONMENTAL CITATION TO ENFORCE SUBSECTION (C) OF THIS SECTION DOES NOT PRECLUDE PURSUING ANY OTHER CIVIL OR CRIMINAL REMEDY OR ENFORCEMENT ACTION AUTHORIZED BY LAW.

§ 17-24. FOOD VENDORS – TRUCK PEDDLER NEAR RETAIL STORE.**(A) *IN GENERAL.***

NO STREET VENDOR MAY PARK A MOTOR VEHICLE FOR THE PURPOSE OF SELLING ANY FOOD PRODUCT MEANT FOR IMMEDIATE CONSUMPTION WITHIN 300 FEET OF ANY RETAIL BUSINESS ESTABLISHMENT THAT SELLS SIMILAR FOOD PRODUCTS.

(B) *PENALTIES.*

A PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF A MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF NOT MORE THAN \$50.

§ 17-25. {RESERVED}**§ 17-26. ALL VENDORS – NEAR FARMERS' MARKET.****(A) *IN GENERAL.***

NO STREET VENDOR MAY SELL ANY FOOD PRODUCT OR OTHER MERCHANDISE WITHIN 300 FEET OF THE PERIMETER OF ANY FARMERS' MARKET AUTHORIZED BY THE COMMISSIONER OF HOUSING AND COMMUNITY DEVELOPMENT WHEN THE FARMERS' MARKET IS IN OPERATION.

(B) *PENALTIES.*

A PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF A MISDEMEANOR AND, ON CONVICTION, IS SUBJECT TO A FINE OF NOT MORE THAN \$1,000 FOR EACH OFFENSE.

§§ 17-27 TO 17-30. {RESERVED}***PART V. ENFORCEMENT*****§ 17-31. [§ 17-14.] Revocations and suspensions.****(a) [*In general*] AUTHORIZED SUSPENSION OR REVOCATION.**

The Board may SUSPEND OR revoke [or suspend] a license [for violation of the provisions] IF THE LICENSEE VIOLATES ANY PROVISION of:

- (1) this subtitle[.];
- (2) the rules and regulations [promulgated by the Board] ADOPTED UNDER THIS SUBTITLE[.]; or
- (3) [of] any other applicable [provisions of the laws] LAW of the State [of Maryland and the ordinances of the] OR City.

[(b) *Suspensions.*

- (1) A suspension of 2 weeks or less may not be appealed to the Board of Municipal and Zoning Appeals.
- (2) Suspensions in excess of 2 weeks may be for a period of time up to 6 months.]

(B) *MANDATORY REVOCATION.*

ON A STREET VENDOR'S 3RD VIOLATION OF ANY PROVISION OF PART IV OF THIS SUBTITLE, THE BOARD MUST REVOKE THAT STREET VENDOR'S LICENSE.

(c) *[Revocations] APPLICATION FOLLOWING REVOCATION.*

[In the event] IF a license is revoked, [an application] THE FORMER LICENSEE MAY NOT APPLY for a new license [may not be made] until 1 year from the date of revocation.

§ 17-32. [§ 17-15.] Administrative appeals.(a) *Right of appeal.*

[A license] AN AGGRIEVED PARTY MAY APPEAL TO THE BOARD OF MUNICIPAL AND ZONING APPEALS:

- (1) THE DENIAL, suspension, OR revocation[, or a denial] of [an application for] a license; or
- (2) ANY other decision or ruling by the Board OF LICENSES [may be appealed to the Board of Municipal and Zoning Appeals (Zoning Board)].

(B) *HOW AND WHEN TAKEN.*

THE APPEAL [by filing an appeal] MUST BE TAKEN in writing [with the Zoning Board] within 10 days from the date of notice of [such] THE DENIAL, suspension, revocation, [denial of application, or] decision, or ruling [of the Board].

(C) [(b)] *Hearing and decision.*

[(1)] The [Zoning] Board OF MUNICIPAL AND ZONING APPEALS:

- (1) shall hold a hearing [thereon] ON THE APPEAL as soon as practicable; and
- (2) [it] may affirm, modify, or reverse the action of the Board OF LICENSES.

[(2)] The action of the Zoning Board thereon shall be final.]

[§ 17-16. Effect of violations.(a) *Violating rules and regulations.*

Violations of the rules and regulations of the Board are deemed a violation of this subtitle.

(b) *Criminal convictions.*

- (1) Conviction of a licensee for violating this subtitle is not a bar to administrative action to suspend or revoke his or her license.
- (2) A conviction:
 - (i) is grounds for the suspension or revocation of a license; but

(ii) is not a prerequisite for the suspension or revocation of a license.]

Subtitle 47. Penalties

§ 47-1. In general.

Unless otherwise provided, [any] A person, firm, corporation, or other legal entity [violating] THAT VIOLATES any provision of this article OR OF A RULE OR REGULATION ADOPTED UNDER THIS ARTICLE [shall be] IS guilty of a misdemeanor and, [upon] ON conviction [thereof by a court of competent jurisdiction], [shall be] IS subject to a fine of not [less than \$50 nor] more than \$250 for each [and every] offense.

§ 47-2. Continuing offenses.

Each day that a violation continues [shall constitute] CONSTITUTES a separate offense.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-855
(Council Bill 03-1219)**

AN ORDINANCE CONCERNING

Zoning – Parking Lot Districts – Clarification

FOR the purpose of clarifying the scope of the restrictions applicable to certain parking lots in the Parking Lot Districts.

BY repealing and reordaining, with amendments

Article - Zoning
Section(s) 10-501
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Revised Code

Article – Zoning

Title 10. Off-Street Parking Regulations

Subtitle 5. Parking Lot Districts**§ 10-501. “Parking lot” defined.**

In this subtitle, “parking lot” means land used for the NON-ACCESSORY off-street parking of 3 or more motor vehicles, together with the adjoining and perimeter areas required by this subtitle or by any other law of Baltimore City.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O’MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-856
(Council Bill 04-1278)**

AN ORDINANCE CONCERNING

Rezoning — 3610 Dillon Street

FOR the purpose of changing the zoning for the property known as 3610 Dillon Street, as outlined in red on the accompanying plat, from the M-3 Zoning District to the R-8 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 68
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 68 of the Zoning District Maps is amended by changing from the M-3 Zoning District to the R-8 Zoning District the property known as 3610 Dillon Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-857
(Council Bill 04-1347)**

AN ORDINANCE CONCERNING

Rezoning — 1208 Bank Street

FOR the purpose of changing the zoning for the property known as 1208 Bank Street, as outlined in red on the accompanying plat, from the M-2-2 Zoning District to the B-3-2 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 56
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 56 of the Zoning District Maps is amended by changing from the M-2-2 Zoning District to the B-3-2 Zoning District the property known as 1208 Bank Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-858
(Council Bill 04-1418)**

AN ORDINANCE CONCERNING

**Planned Unit Development — Amendment 2 —
York Road and Belvedere Avenue (Belvedere Square)**

FOR the purpose of approving a certain amendment to the Development Plan of the York Road and Belvedere Avenue (Belvedere Square) Planned Unit Development.

BY authority of

Article - Zoning
Title 9, Subtitles 1 and 4
Baltimore City Revised Code
(Edition 2000)

Recitals

By Ordinance 74-771, as amended by Ordinance 84-187, the Mayor and City Council approved the application to have certain property located east of York Road, south of Northern Parkway, west of Clearspring Road, and north of Orkney Road, designated as a Business Planned Unit Development and approved the Development Plan submitted by the applicant.

The Development Plan, as previously approved by the Mayor and City Council, is to be amended to permit a new use within the Planned Unit Development.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council approves the amendment to the Development Plan.

SECTION 2. AND BE IT FURTHER ORDAINED, That Section 5 of Ordinance 84-187 is amended to read as follows:

SECTION 5. AND BE IT FURTHER ORDAINED, That ONLY THE FOLLOWING uses ARE ALLOWED on the site [will be restricted to]:

- (1) those permitted in the B-1 and B-2 Districts as listed in [Sections 6-1-1b and 6-2-1b] §§ 6-206 AND 6-306 of the Zoning Code; AND
- (2) RESTAURANTS AND LUNCHROOMS - INCLUDING LIVE ENTERTAINMENT AND DANCING ~~WHERE THE RESTAURANTS AND LUNCHROOMS ARE A MINIMUM OF 5000 SQUARE FEET IN AREA A~~ ONLY, WITH HOURS NOT EXCEEDING 11:00 A.M. TO 11:00 P.M ON SUNDAY THROUGH THURSDAY, 11:00 A.M. TO 1:00 A.M. ON FRIDAYS AND SATURDAYS, AND 11:00 A.M. TO 1:30 A.M. ON DAYS FOR SPECIAL EVENTS, THE MAXIMUM NUMBER OF WHICH IS 5 PER YEAR.

SECTION 3. AND BE IT FURTHER ORDAINED, That the Development Plan is to be revised to show an Area A that would be the Ryan's Daughter location.

SECTION 3 4. AND BE IT FURTHER ORDAINED, That all plans for the construction of permanent improvements on the property are subject to final design approval by the Planning Commission to insure that the plans are consistent with the Development Plan and this Ordinance.

SECTION 4 5. AND BE IT FURTHER ORDAINED, That the Planning Department may determine what constitutes minor and major modifications of the Plan. Minor modifications require approval by the Planning Commission. Major modifications require approval by Ordinance.

SECTION 5 6. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-859
(Council Bill 04-1420)**

AN ORDINANCE CONCERNING

**Planned Unit Development — Designation —
1950 East Fayette Street, 1951 East Fayette Street, and
1921-1939 Orleans Street**

FOR the purpose of approving the application of Capital Development, LLC, and Dell House, LLC, which are the owners of certain properties known as 1950 East Fayette Street, 1951 East Fayette Street, and 1921-1939 Orleans Street (collectively, the "Property"), to have the Property designated a Residential Planned Unit Development; and approving the Development Plan submitted by the applicant.

BY authority of

Article - Zoning
Title 9, Subtitles 1 and 2
Baltimore City Revised Code
(Edition 2000)

Recitals

Capital Development, LLC, is the fee simple owner of properties known as 1950 East Fayette Street and 1951 East Fayette Street. Dell House, LLC, is the owner of the leasehold interests in the property known as 1921-1939 Orleans Street. The properties known as 1950 East Fayette Street, 1951 East Fayette Street, and 1921-1939 Orleans Street are collectively referred to as "the Property", consisting of 11.14 acres, more or less. Capital Development, LLC, plans to develop the Property for business and residential uses.

On May 26, 2004, representatives of the applicant met with the Department of Planning for a preliminary conference, to explain the scope and nature of existing and proposed development on the Property and to institute proceedings to have the Property designated a Residential Planned Unit Development.

The representatives of the applicant have now applied to the Baltimore City Council for designation of the Property as a Residential Planned Unit Development, and they have submitted a Development Plan intended to satisfy the requirements of Title 9, Subtitles 1 and 2 of the Baltimore City Zoning Code.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council approves the application of Capital Development, LLC, and Dell House, LLC, to designate the

properties known as 1950 East Fayette Street, 1951 East Fayette Street, and 1921-1939 Orleans Street, consisting of 11.14 acres, more or less, as outlined on the accompanying Development Plan entitled "Orleans, Wolfe, Baltimore & Washington Streets PUD", consisting of Sheet 1, "Existing Conditions Plan", dated May 24, 2004, ~~and~~ Sheet 2, "Proposed Conditions Plan", dated May 24, 2004, as revised September 17, 2004, Sheet 3, "Illustrative Site Plan", dated September 17, 2004, Sheet 4, "Illustrative Development Plan & Urban Design Guidelines", dated September 17, 2004, and Sheet 5, "Streetscapes & Design Goals", dated September 17, 2004, to designate the Property a Residential Planned Unit Development under Title 9, Subtitles 1 and 2 of the Baltimore City Zoning Code.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Development Plan submitted by the applicant is approved.

SECTION 3. AND BE IT FURTHER ORDAINED, That in accordance with the provisions of Title 9, Subtitles 1 and 2, the following uses are allowed within the Planned Unit Development:

- (a) All permitted, accessory, and conditional uses as allowed in the R-8 Zoning District.
- (b) In addition, the following uses are permitted only on the ground, first, and second floors of all buildings within Areas B and C of the Planned Unit Development.

art and school supply stores; automatic teller machines; banks and savings and loan associations; barber shops; beauty shops; book stores: general; camera and photographic supply stores; candy and ice cream stores; carryout food shops; clothing shops; drug store or pharmacy; dry cleaning and laundry receiving stations - processing done elsewhere; financial institutions; florist shops; food stores, grocery stores, bakeries and delicatessens; gift and card shops; massage therapists' offices; newsstands; offices - business, governmental, and professional; office supply stores; outdoor table service when accessory to a restaurant; photographic printing and development establishments; picture framing shops - retail on premises; tailor or dressmaking shops; restaurants; and tobacco shops.
- (c) In addition, the following uses are permitted on all floors of all buildings within Area C of the Planned Unit Development:

artisans' and craft work; computer centers; day nurseries and nursery schools; medical and dental clinics; offices - business, governmental, and professional; philanthropic and charitable institutions; physical culture and health services - gymnasiums, reducing salons, and public baths; radio and television antennas and towers no more than 25 feet above the building on which they are mounted - but not including microwave antennas; secretarial and telephone answering services; travel bureaus; and warehousing and storage.
- (d) In addition, parking, open off-street areas, other than accessory, for the parking of 4 or more automobiles is permitted within ~~Areas B and~~ Area C of the Planned Unit Development.
- (e) Overall retail square footage in the Planned Unit Development area is limited to 60,000 square feet, with a limit of 12,000 square feet per retail establishment.
- (f) Overall office square footage is limited to 240,000 square feet.
- (g) A maximum of 786 dwelling units is allowed within the Planned Unit Development area.
- (h) The aggregate net area for all buildings and uses in the Planned Unit Development may not exceed 1,261,906 square feet.

SECTION 4. AND BE IT FURTHER ORDAINED, That the City of Baltimore is working to provide left turn bays on Orleans Street to southbound Wolfe Street and northbound Washington Street. The developer will work cooperatively with the City of Baltimore to accommodate these left turn bays. The goal is to accommodate the left turn bays using the minimum possible from Area C along Orleans Street. The maximum to be used is 11 feet. On Sheet 2, "Proposed Conditions", Area C allows a 140-foot width for the area designated as having a 170-foot maximum height. This maximum height area will shift to the south should the City implement the left turn bay. The 170 feet maximum height area will remain 140 feet wide, and the distance of the shift will correlate to the area needed to accommodate the left turn bays.

SECTION 4.5. AND BE IT FURTHER ORDAINED, That all plans for the construction of permanent improvements on the property are subject to final design approval by the Planning Commission to insure that the plans are consistent with the Development Plan and this Ordinance.

SECTION 5.6. AND BE IT FURTHER ORDAINED, That the Planning Department may determine what constitutes minor or major modifications to the Plan. Minor modifications require approval by the Planning Commission. Major modifications require approval by Ordinance.

SECTION 6.7. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying Development Plan and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the Development Plan; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the Development Plan; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the Development Plan to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 7.8. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-860
(Council Bill 04-1428)**

AN ORDINANCE CONCERNING

**Rezoning — 1300 East Clement Street and a
Portion of 1450 Beason Street**

FOR the purpose of changing the zoning for the property known as 1300 East Clement Street and a portion of the property known as 1450 Beason Street, as outlined in red on the accompanying plat, from the M-3 Zoning District to the R-8 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 66 and 67
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheets 66 and 67 of the Zoning District Maps is amended by changing from the M-3 Zoning District to the R-8 Zoning District the property known as 1300 East Clement Street and a portion of the property known as 1450 Beason Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-861
(Council Bill 04-1482)**

AN ORDINANCE CONCERNING

**Sale of Property — 1312 Guilford Avenue and
Ward 11, Section 1, Block 468, Lot 034**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain ~~property properties~~ that ~~is~~ are located at 1312 Guilford Avenue (Ward 11, Section 1, Block 468, Lot 022) and Ward 11, Section 1, Block 468, Lot 034 and ~~is~~ are no longer needed for public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the Comptroller of Baltimore City may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the ~~property properties~~ located at 1312 Guilford Avenue (Ward 11, Section 1, Block 468, Lot 022), containing 0.168 acres (7335.50 square feet), more or less, and Ward 11, Section 1, Block 468, Lot 034, containing 675 square feet more or less, these properties ~~this property~~ being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That historic guidelines apply in the redevelopment of these properties. Separate approvals may be necessary if the applicant seeks benefits from the various Historic Tax Credit programs.

SECTION 2 3. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-862
(Council Bill 04-1483)**

AN ORDINANCE CONCERNING

Rezoning — 4600, 4602, 4604, 4606, 4608, and 4612 Maine Avenue

FOR the purpose of changing the zoning for the properties known as 4600, 4602, 4604, 4606, and 4608 Maine Avenue, as outlined in red on the accompanying plat, from the R-4 Zoning District to the B-2-2 Zoning District, and changing the zoning for the property known as 4612 Maine Avenue, as outlined in blue on the accompanying plat, from the B-2-2-P Zoning District to the B-2-2 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 21
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 21 of the Zoning District Maps is amended by changing from the R-4 Zoning District to the B-2-2 Zoning District the properties known as 4600, 4602, 4604, 4606, and 4608 Maine Avenue, as outlined in red on the plat accompanying this Ordinance, and by changing from the B-2-2-P Zoning District to the B-2-2 Zoning District the property known as 4612 Maine Avenue, as outlined in blue on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-863
(Council Bill 04-1485)**

AN ORDINANCE CONCERNING

**Urban Renewal — Brooklyn Business Area —
Amendment 3**

FOR the purpose of amending the Urban Renewal Plan for Brooklyn Business Area to change the name and expand the project boundary to include portions of the adjacent Curtis Bay area and to provide that the included area of Curtis Bay come under all of the provisions and procedures of the Brooklyn Business Area Urban Renewal Plan; approving certain regulations, controls, and restrictions for certain uses within the project area; creating new appendices; creating revised exhibits attached to the Renewal Plan to reflect the proposed changes; correcting, clarifying and conforming certain language; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Brooklyn Business Area was originally approved by the Mayor and City Council of Baltimore by Ordinance 82-852 and last amended by Ordinance 03-503.

An amendment to the Urban Renewal Plan for Brooklyn Business Area is necessary to change the name and expand the project boundary to include portions of the adjacent Curtis Bay area and to provide that the included area of Curtis Bay come under all of the provisions and procedures of the Brooklyn Business Area Urban Renewal Plan, approve certain regulations, controls, and restrictions for certain uses within the project area, create new appendices, create revised exhibits attached to the Renewal Plan to reflect the proposed changes, and to correct, clarify and conform certain language.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for Brooklyn Business Area are approved:

(1) On page 1 of the Plan, amend A. Project Description to read as follows:

A. Project Description

1. Boundary Description

Beginning for the same at the intersection of the south side of Cambria Street and the east side of [Fifth Street] AN UNNAMED 30-FOOT ALLEY; thence binding on the SOUTH SIDE OF CAMBRIA STREET TO THE WEST SIDE OF 7TH STREET; THENCE SOUTHERLY ON THE

WEST SIDE OF 7TH STREET; THENCE CROSSING 7TH STREET TO THE SOUTH SIDE OF PONTIAC STREET; THENCE EASTERLY ON THE SOUTH SIDE OF PONTIAC STREET TO THE EAST SIDE OF 8TH STREET; THENCE NORTHERLY ON THE EAST SIDE OF 8TH STREET TO THE SOUTH SIDE OF A 10-FOOT ALLEY; THENCE SOUTHEAST TO THE WEST SIDE OF A 10- FOOT ALLEY; THENCE SOUTHEAST TO THE WEST SIDE OF A 10-FOOT ALLEY; THENCE SOUTH A DISTANCE OF 10 FEET TO THE SOUTH SIDE OF A 20-FOOT ALLEY; THENCE EAST TO THE WEST SIDE OF 9TH STREET; THENCE NORTHERLY A DISTANCE OF 10 FEET TO THE SOUTH SIDE OF A 10-FOOT ALLEY; THENCE EAST TO THE WEST SIDE OF A 15-FOOT ALLEY; THENCE NORTH A DISTANCE OF 5 FEET TO THE SOUTH SIDE OF A 15-FOOT ALLEY; THENCE EAST TO THE EAST SIDE OF St. VICTOR STREET; THENCE NORTH TO THE SOUTH SIDE OF A 20-FOOT ALLEY; THENCE EAST TO THE EAST SIDE OF A 15-FOOT ALLEY EAST OF St. MARGARET STREET; THENCE NORTHEAST ALONG THE REAR PROPERTY LINE OF 3600 WEST BAY AVENUE TO THE SOUTH SIDE OF A 15-FOOT ALLEY; THENCE EAST TO THE WEST SIDE OF WEST BAY AVENUE; THENCE SOUTH TO SOUTH SIDE OF CAMBRIA STREET; THENCE EAST TO THE WEST SIDE OF FAIRHAVEN AVENUE; THENCE EAST ALONG THE SOUTH PROPERTY LINE OF 3607 FAIRHAVEN AVENUE TO THE WEST SIDE OF A 15-FOOT ALLEY; THENCE SOUTH TO THE SOUTH SIDE OF SASSAFRAS STREET; THENCE EAST TO THE WEST SIDE OF A 10-FOOT ALLEY; THENCE SOUTH 60 FEET; THENCE EAST TO THE WEST SIDE OF A 15-FOOT ALLEY; THENCE SOUTH TO THE NORTH SIDE OF PLUM STREET; THENCE WEST TO THE WEST SIDE OF A 15-FOOT ALLEY; THENCE SOUTH TO THE SOUTH SIDE OF 20- FOOT ALLEY; THENCE EAST A DISTANCE OF 15 FEET TO THE REAR PROPERTY LINE OF 4112 PENNINGTON AVENUE; THENCE SOUTH TO THE NORTH SIDE OF OLMSTEAD STREET; THENCE WEST 15 FEET; THENCE SOUTH ALONG THE WEST SIDE OF A 15-FOOT ALLEY TO THE SOUTH SIDE OF LOCUST STREET; THENCE EAST TO THE WEST PROPERTY LINE OF 1531 LOCUST STREET; THENCE SOUTH TO THE NORTH SIDE OF A 20-FOOT ALLEY SOUTH OF HAZEL STREET; THENCE WEST TO THE REAR PROPERTY LINE OF 4420-28 PENNINGTON AVENUE; THENCE SOUTH TO THE NORTH SIDE OF ELMTREE STREET; THENCE WEST 32 FEET; THENCE SOUTH ALONG THE REAR PROPERTY LINE OF 4600 PENNINGTON AVENUE TO THE SOUTH SIDE OF A 20-FOOT ALLEY; THENCE EAST TO THE WEST PROPERTY LINE OF 1524 CYPRESS STREET; THENCE SOUTH TO THE NORTH SIDE OF CYPRESS STREET; THENCE WEST 50 FEET; THENCE SOUTH TO THE NORTH SIDE OF CHURCH STREET; THENCE WEST 41 FEET; THENCE SOUTH ALONG WEST SIDE OF A 10-FOOT ALLEY TO THE ~~NORTH~~ SOUTH SIDE OF CEDDOX STREET; THENCE WEST TO THE WEST SIDE OF FAIRHAVEN AVENUE; THENCE SOUTH A DISTANCE OF 280 FEET TO THE SOUTH OF BENTHILL AVENUE; THENCE EAST 310 FEET TO THE WEST SIDE OF A 20-FOOT ALLEY; THENCE SOUTH 206 FEET TO THE NORTH SIDE OF RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG RIGHT-OF-WAY A DISTANCE OF 408 FEET; THENCE SOUTH ALONG REAR PROPERTY LINE OF 5220/22 PENNINGTON AVENUE; THENCE EAST ALONG THE SOUTH PROPERTY LINE OF 5220 PENNINGTON AVENUE A DISTANCE OF 284 FEET; THENCE SOUTH ALONG THE REAR OF 5300 PENNINGTON AVENUE A DISTANCE OF 213 FEET; THENCE WEST 10 FEET; THENCE SOUTH TO THE NORTH SIDE OF ASPEN STREET; THENCE WEST 106 FEET; THENCE SOUTH ALONG EAST SIDE OF RAILROAD RIGHT-OF-WAY TO THE NORTH SIDE OF B & O RAILROAD RIGHT-OF-WAY; THENCE SOUTHEAST TO THE SOUTH SIDE OF B & O RAILROAD RIGHT-OF-WAY; THENCE NORTHEAST ALONG B & O RAILROAD RIGHT-OF-WAY TO THE REAR PROPERTY LINE OF 5710 PENNINGTON AVENUE; THENCE SOUTH TO THE NORTH SIDE OF OPEN STREET; THENCE WEST ALONG THE NORTH SIDE OF OPEN STREET A DISTANCE OF 188 FEET; THENCE SOUTH ALONG THE WEST PROPERTY LINE OF 1507 OPEN STREET TO THE NORTH SIDE OF CABIN BRANCH; THENCE NORTHEAST ALONG CABIN BRANCH TO THE EAST SIDE OF PENNINGTON AVENUE; THENCE NORTH TO THE NORTH SIDE OF THE B & O RAILROAD RIGHT-OF-WAY; THENCE NORTHEAST ALONG THE NORTH SIDE OF B & O RAILROAD RIGHT-OF-WAY TO THE WEST SIDE OF ANDARD AVENUE; THENCE NORTH ALONG THE WEST SIDE OF ANDARD AVENUE AND THE B & O RAILROAD RIGHT-OF-WAY TO THE NORTH SIDE PROPERTY LINE OF 3701 CURTIS AVENUE THENCE EAST ALONG THE SOUTH SIDE OF CEDDOX STREET TO THE CENTER LINE

OF CURTIS AVENUE; THENCE NORTH TO THE NORTH SIDE OF PATAPSCO AVENUE; THENCE WEST AND ALONG THE NORTH SIDE OF PATAPSCO AVENUE A DISTANCE OF ~~148~~ 30 FEET; THENCE SOUTH AND ALONG THE WEST SIDE OF CURTIS AVENUE TO THE NORTH SIDE OF LOCUST STREET; THENCE WEST A DISTANCE OF 102 FEET; THENCE SOUTH ALONG THE WEST SIDE OF A 15-FOOT ALLEY TO THE SOUTH SIDE OF HAZEL STREET; THENCE EAST TO THE WEST SIDE OF CURTIS AVENUE; THENCE SOUTH TO THE NORTH SIDE OF FILBERT STREET; THENCE WEST A DISTANCE OF 102 FEET; THENCE SOUTH ALONG THE WEST SIDE OF A 15-FOOT ALLEY TO THE SOUTH SIDE OF A 10-FOOT ALLEY SOUTH OF CEREAL STREET; THENCE EAST A DISTANCE OF 97 FEET TO THE WEST PROPERTY LINE OF 1644 CEDDOX STREET; THENCE SOUTH A DISTANCE OF 250 FEET TO THE NORTH SIDE OF A 20-FOOT ALLEY SOUTH OF CEDDOX STREET; THENCE WEST A DISTANCE OF 92 FEET; THENCE SOUTH AND ALONG THE WEST SIDE OF A 10-FOOT ALLEY TO THE NORTH SIDE OF BLOSSOM STREET; THENCE WEST ALONG THE NORTH SIDE OF BLOSSOM STREET TO THE EAST SIDE OF A 15-FOOT ALLEY; THENCE NORTH ALONG EAST SIDE OF ALLEY TO A POINT 144 FEET NORTH OF BENHILL AVENUE; THENCE WEST A DISTANCE OF 84 FEET; THENCE NORTH A DISTANCE OF 76 FEET TO THE SOUTH SIDE OF CEDDOX STREET; THENCE EAST A DISTANCE OF 84 FEET TO THE EAST SIDE OF A 10-FOOT ALLEY TO THE NORTH SIDE OF CEDDOX STREET; THENCE WEST A DISTANCE OF 305 FEET TO THE EAST SIDE OF A 15-FOOT ALLEY; THENCE NORTH ALONG EAST SIDE OF ALLEY TO THE NORTH SIDE OF FILBERT STREET; THENCE WEST TO THE EAST SIDE OF PENNINGTON AVENUE; THENCE NORTH TO THE SOUTH SIDE OF LOCUST STREET; THENCE EAST A DISTANCE OF 120 FEET; THENCE NORTH AND ALONG THE EAST SIDE OF A 24-FOOT ALLEY TO THE NORTH SIDE OF OLMSTEAD STREET; THENCE WEST TO THE REAR PROPERTY LINE OF 4115 PENNINGTON AVENUE; THENCE NORTH TO THE SOUTH SIDE OF A 20-FOOT ALLEY; THENCE EAST ALONG 20-FOOT ALLEY TO THE EAST SIDE OF A 15-FOOT ALLEY; THENCE NORTH ALONG 15-FOOT ALLEY TO THE NORTH SIDE OF SPRUCE STREET; THENCE WEST TO THE EAST SIDE OF PENNINGTON AVENUE; THENCE NORTH TO THE SOUTH SIDE OF E. PATAPSCO AVENUE; THENCE NORTHEAST A DISTANCE OF 315 FEET TO A POINT LOCATED ON THE NORTH SIDE OF E. PATAPSCO AVENUE AND 200 FEET EAST OF PROPERTY KNOWN AS 1200 E. PATAPSCO AVENUE; THENCE WEST ALONG THE NORTH SIDE OF E. PATAPSCO AVENUE, 200 FEET TO THE EAST PROPERTY LINE OF 1200 E. PATAPSCO AVENUE; THENCE NORTHWEST ALONG THE SOUTHWEST PROPERTY LINE OF CSX TRANSPORTATION PROPERTY TO THE NORTHERN PROPERTY LINE OF 900 BALTIC AVENUE; THENCE NORTHWEST TO THE WEST SIDE OF 9TH STREET; THENCE SOUTHWEST TO THE NORTH SIDE OF E. PATAPSCO AVENUE; THENCE NORTHWEST TO THE EAST SIDE OF 7TH STREET; THENCE NORTHEAST A DISTANCE OF 188 FEET; THENCE NORTHWEST ALONG THE NORTH SIDE OF FREEMAN STREET A DISTANCE OF 201 FEET; THENCE SOUTHWEST AND ALONG THE EAST SIDE OF A 22-FOOT ALLEY TO THE SOUTH SIDE OF AN 11-FOOT ALLEY; THENCE NORTHWEST ALONG ALLEY TO THE WEST SIDE OF A 22-FOOT ALLEY; THENCE NORTHEAST ALONG ALLEY TO THE NORTH SIDE OF FREEMAN STREET; THENCE NORTHWEST A DISTANCE OF 148 FEET; THENCE SOUTHWEST AND ALONG THE EAST SIDE OF A 4-FOOT ALLEY A DISTANCE OF 101 FEET TO THE SOUTH SIDE OF A 4-FOOT ALLEY; THENCE NORTHWEST TO THE WEST SIDE OF 6TH STREET; THENCE NORTHEAST TO THE NORTH SIDE OF A 10-FOOT ALLEY; THENCE NORTHWEST A DISTANCE OF 75 FEET; THENCE SOUTHWEST TO THE SOUTH SIDE OF A 4-FOOT ALLEY; THENCE WEST A DISTANCE OF 50 FEET; THENCE NORTH TO THE NORTH SIDE OF FREEMAN STREET; THENCE WEST A DISTANCE OF 25 FEET; THENCE SOUTH TO THE SOUTH SIDE OF A 4-FOOT ALLEY; THENCE WEST TO THE WEST SIDE OF A 3-FOOT ALLEY; THENCE NORTH TO THE NORTH SIDE OF FREEMAN STREET; THENCE WEST A DISTANCE OF 100 FEET; THENCE SOUTH A DISTANCE OF 98 FEET; THENCE WEST TO THE WEST SIDE OF A 2-FOOT ALLEY; THENCE NORTH A DISTANCE OF 98 FEET TO THE NORTH SIDE OF FREEMAN STREET; THENCE [east side of Fifth Street northerly to intersect the north side of Freeman Street]; thence [binding on the north side of Freeman Street, crossing Fifth Street, and] continuing

westerly to intersect the west side of Helmstetter Street; thence binding on the west side of Helmstetter Street southerly to intersect the northern property line of Lot 58, Block 7075; thence binding on the northern property line of said Lot 58 westerly to intersect the east side of [Fourth] 4th Street; thence binding on the east side of [Fourth] 4th Street northerly to intersect a point on the east side of [Fourth] 4th Street formed by extending the north side of an unnamed 13-foot alley in a straight line across [Fourth] 4th Street; thence crossing [Fourth] 4th Street on said line and continuing on the north side of said unnamed 13-foot alley westerly and crossing [Third] 3rd Street to the west side of [Third] 3rd Street; thence binding on the west side of [Third] 3rd Street southerly to intersect the north side of E. Patapsco Avenue; thence binding on the north side of E. Patapsco Avenue westerly to intersect the east side of [Second] 2nd Street; thence binding on the east side of [Second] 2nd Street northerly to intersect the north side of Chesapeake Avenue; thence binding on the north side of Chesapeake Avenue southwesterly to intersect the west side of Hanover Street; thence binding on the west side of Hanover Street southerly to intersect the eastern right-of-way line of the Harbor Tunnel Throughway Access Ramp for Potee Street and Patapsco Avenue; thence binding on said right-of-way line southwesterly, northwesterly, southwesterly, and southeasterly to intersect the side of an unnamed 20-foot alley; thence binding on the west side of said 20-foot alley southerly to intersect the north side of W. Patapsco Avenue; thence binding on the north side of W. Patapsco Avenue northwesterly, crossing the access ramp for the Harbor Tunnel Throughway and Potee Street, to intersect the west side of Potee Street; thence binding on the west side of Potee Street northerly to intersect the southern right-of-way line of the Baltimore Harbor Tunnel Throughway; thence binding on said right-of-way of said Throughway southwesterly, northwesterly and southwesterly to intersect the southern boundary line of Baltimore City; thence binding on the southern boundary line of Baltimore City easterly to intersect the east side of Riverside Road; thence binding on the east and south sides of Riverside Road northerly and easterly to intersect the east side of Leadenhall Street; thence binding on the east side of Leadenhall Street northerly, crossing Talbott Street, to intersect the south side of the first 15-foot alley; thence binding on the south side of said 15-foot alley easterly to intersect the east side of the first 10-foot alley; thence binding on the east side of said 10-foot alley northerly to intersect the south side of Washburn Avenue; thence binding on the south side of Washburn Avenue easterly to intersect the western property line of Lot 1/5, Block 7027-F; thence binding on said property line southerly and easterly to intersect the west side of an unnamed 14-foot alley; thence binding on the west side of said 14-foot alley southerly to intersect the north side of Bristol Avenue; thence binding on the north side of Bristol Avenue westerly to intersect the east side of Potee Street; thence binding on the east side of Potee Street southerly and southeasterly to a point on the east side of Potee Street formed by extending the southeastern property line of Lot 15, Block 7027-J in a straight line across Potee Street; thence crossing Potee Street and continuing on the southeastern property line of said Lot 15 southwesterly to intersect the southern boundary line of Baltimore City; thence binding on the southern boundary line of Baltimore City easterly and southeasterly to intersect the east side of [Second] 2nd Street; thence binding on the east side of [Second] 2nd Street northerly to intersect the north side of Jack Street; thence binding on the north side of Jack Street westerly to intersect the east side of an unnamed 30 foot alley; thence binding on the east side of said 30 foot alley northerly to [intersect the south side of Cambria Street; thence binding on the south side of Cambria Street southeasterly to] the point of beginning.

2. Plan Objectives

THE OBJECTIVES OF THE BROOKLYN-CURTIS BAY BUSINESS AREA URBAN RENEWAL PLAN, (HEREINAFTER REFERRED TO AS "RENEWAL PLAN") AS DETERMINED BY THE

MAYOR AND CITY COUNCIL OF BALTIMORE (HEREINAFTER REFERRED TO AS "CITY"), ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HEREAFTER REFERRED TO AS "DEPARTMENT") AND THE COMMISSIONER THEREOF (HEREINAFTER REFERRED TO AS "COMMISSIONER") ARE AS FOLLOWS:

The basic goal of this [Urban] Renewal Plan is the revitalization of the Brooklyn-CURTIS BAY Business Area in order to create a unique neighborhood retail business district with enhanced viability, attractiveness, and convenience for residents of the surrounding community and of the City as a whole. The objectives of this RENEWAL Plan include:

- a. Establishing a positive and identifiable image for the Brooklyn-CURTIS BAY Business Area;
 - b. Promoting new ~~retail business activity in the area~~ COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL DEVELOPMENT IN BALANCE WITH ADJACENT RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES, AND THE NEEDS OF THESE PROPERTY OWNERS;
 - c. Establishing minimum, comprehensive design and rehabilitation standards that will ~~enhance the business area through private investment~~ ENCOURAGE PEDESTRIAN-SAFE AND ATTRACTIVE STREETS AND COMMERCIAL DEVELOPMENT IN BALANCE WITH ADJACENT COMMERCIAL, INDUSTRIAL, RESIDENTIAL USES AND ENCOURAGE PEDESTRIAN-FRIENDLY, ATTRACTIVE COMMERCIAL DEVELOPMENT;
 - d. ~~Bringing about a general physical improvement of the area through coordinated~~ WORKING WITH RESIDENTS, BUSINESS OWNERS, PROPERTY OWNERS, AND INSTITUTIONS TO BRING ABOUT A GENERAL PHYSICAL IMPROVEMENT OF BROOKLYN AND CURTIS BAY BY COORDINATING PRIVATE REHABILITATION, REDEVELOPMENT, AND public improvements; [and]
 - E. USING TOOLS SUCH AS ZONING TO CREATE NEW, FLEXIBLE, DEVELOPMENT OPPORTUNITIES AND PRESERVE A MIX OF BUSINESSES, RESIDENCES, AND OFFICES IN THE BUSINESS AREA; ~~AND~~
 - F [e]. Providing a pleasant environment for the staging of year-round promotional activities and events;
 - G. WHERE DEEMED NECESSARY OR APPROPRIATE BY THE BALTIMORE CITY DEPARTMENT AND/OR THE DEPARTMENT OF PLANNING (HEREAFTER REFERRED TO AS "PLANNING"), ALLOWING FOR THE CREATION OF BUFFERS OR BARRIERS; AND
 - H. ENCOURAGING PARTNERSHIPS WITH INDUSTRIAL BUSINESSES ADJACENT TO THE BOUNDARIES OF THE PLAN.
3. Types of Proposed Renewal Action
 - a. Coordinated public improvements; and
 - b. Property rehabilitation that shall comply with the codes and ordinances of the City of Baltimore, and the requirements set forth in this RENEWAL Plan.

(2) Amend B. Land Use Plan to read as follows:

B. Land Use Plan

1. Land uses, streets, and all other public rights-of-way, proposed or existing to remain, within the [project area] PROJECT AREA, are shown on the Land Use Plan [Map], Exhibit 1.
2. Land Use Provisions and Standards

a. Permitted Uses

Only the use categories shown on the Land Use Plan [Map], Exhibit 1, [shall be] ARE permitted within the [project area] PROJECT AREA. These are Residential, Industrial, Community Business, Community Commercial, and Public. Accessory uses including landscaping, off-street parking and loading will be permitted. In addition, certain uses will be permitted to continue subject to the provisions governing non-conforming and non-complying uses set forth below.

(1) Residential

In the areas designated as Residential on the Land Use Plan [Map], uses [shall be] ARE limited to those [uses] permitted under the R-6 and R-7 category CATEGORIES of the Zoning [Ordinance] CODE of Baltimore City.

(2) Light Industrial

In the area designated as ~~Light~~ Industrial on the Land Use Plan [Map], uses [shall be] ARE limited to those [uses] permitted under the M-1 AND M-2 category CATEGORIES of the Zoning [Ordinance] CODE of Baltimore City.

(3) Community Business

In the areas designated as Community Business on the Land Use Plan [Map], uses [shall be] ARE limited to those [uses] permitted under the B-2 category of the Zoning [Ordinance] CODE of Baltimore City[, except amusement arcades]. HOWEVER, THE FOLLOWING B-2 PERMITTED USES ARE PROHIBITED IN THIS RENEWAL PLAN:

AUTOMOTIVE ACCESSORY STORES – BUT NOT INCLUDING REPAIR OR
INSTALLATION SERVICES
BAIL BONDSMEN
LIQUOR STORES: PACKAGE GOODS

ADDITIONALLY, THE FOLLOWING B-2 USES THAT ARE CONDITIONAL USES IN THE ZONING CODE ARE PROHIBITED IN THIS PLAN:

AUTOMOBILE ACCESSORY STORES – INCLUDING RELATED REPAIR AND
INSTALLATION SERVICES
BEVERAGES: MANUFACTURING
FIREARM SALES – WHEN IN A BUSINESS ESTABLISHMENT PERMITTED IN A
BUSINESS DISTRICT
GARAGES, OTHER THAN ACCESSORY, FOR STORAGE, REPAIR, AND SERVICING
OF MOTOR VEHICLES, NOT OVER 1 ½ TONS CAPACITY – BUT NOT
INCLUDING BODY REPAIR, PAINTING, OR ENGINE REBUILDING

GASOLINE SERVICES STATIONS
 PAWNSHOPS
 RESTAURANTS: DRIVE-IN – BUT NOT INCLUDING PICKUP DRIVES WITH
 WINDOW SERVICE
 TOBACCO PRODUCTS: MANUFACTURING
 TRAVEL TRAILERS, RECREATIONAL VEHICLES, AND SIMILAR CAMPING
 EQUIPMENT:
 PARKING OR STORAGE

(4) Community Commercial

In the areas designated as Community Commercial on the Land Use Plan [Map], uses [shall be] ARE limited to those [uses] permitted under the B-3 category of the Zoning [Ordinance] CODE of Baltimore City[, except amusement arcades].

(5) Public PARK

In the area designated Public PARK on the Land Use Plan [Map], uses [shall be] ARE limited to parks, playgrounds, plazas, and malls; active and passive recreation; schools and related educational facilities; neighborhood centers; public offices; libraries; fire houses; parking; other public facilities.

(6) MIXED USE

IN THE AREA DESIGNATED ~~MIXED/NO~~ MIXED USE ON THE LAND USE PLAN, USES ARE LIMITED TO THOSE IN THE COMMUNITY BUSINESS CATEGORY; HOWEVER, RETAIL OR OFFICE USES ARE REQUIRED ON THE FIRST FLOOR OF BUILDINGS IN THESE AREAS.

(7) [(6)] [Non-Conforming] NONCONFORMING USE

[A non-conforming use is any lawfully existing use of a building or other structure, or of land which does not conform to the applicable use regulations of the district in which it is located according to the Zoning Ordinance of Baltimore City. These non-conforming uses shall be permitted to continue subject to the provisions in 'Chapter 8 of the Zoning Ordinance of Baltimore City, titled "Non-Conformance".]

A LAWFULLY EXISTING USE OF A BUILDING OR OTHER STRUCTURE OR OF LAND THAT DOES NOT CONFORM TO THE APPLICABLE USE REGULATIONS OF THE ZONING CODE OF BALTIMORE CITY MAY BE CONTINUED AS A “NONCONFORMING USE” ONLY AS PROVIDED IN TITLE 13 OF THE ZONING CODE. A LAWFULLY EXISTING USE OF A BUILDING OR OTHER STRUCTURE OR OF LAND THAT DOES NOT COMPLY WITH THE LAND USE REGULATIONS OF THIS RENEWAL PLAN IS ALLOWED TO CONTINUE FOR AN INDEFINITE PERIOD OF TIME.

(8) [(7)] [Non-Complying] NONCOMPLYING STRUCTURE

[A non-complying structure, as set forth in Chapter 8 of Article 30 of the Baltimore City Code (1976 Edition, as amended), titled "Zoning", is any lawfully existing use of a building or other structure which (toes not comply with the bulk regulations of the zoning district in which it is located. These non-

complying structures shall be permitted to continue, subject to the provisions of said Chapter 8.]

[In addition a non-complying use – when such term is used herein – is any lawfully existing use of a building or other or of land, which does not comply with the land use regulations of this Plan. These non-complying uses shall be to continue for an indefinite period of time, except that:

- (a) Any non-complying and use which is discontinued for a period exceeding twelve (12) months shall not be reestablished;
- (b) No change in the permanent physical members of a structure, such as bearing walls, columns, beams, or girders, or no substantial change in the roof or in the exterior walls shall be made in or o a building or structure except those required by law or except to make the building and use thereof conform to the regulations of this Plan;
- (c) No non-complying land use shall be changed to any other non-complying land use.]

A LAWFULLY EXISTING STRUCTURE THAT DOES NOT COMPLY WITH THE BULK REGULATIONS OF THE ZONING CODE OF BALTIMORE CITY MAY BE CONTINUED AS A “NONCOMPLYING STRUCTURE” ONLY AS PROVIDED IN TITLE 13 OF THE ZONING CODE. ~~NONCOMPLYING~~ NONCOMPLYING STRUCTURES ARE REGULATED BY TITLE 13 OF THE ZONING CODE OF BALTIMORE CITY.

(9) MARITIME INDUSTRIAL ZONING OVERLAY DISTRICT.

THE INTENT OF THE MARITIME INDUSTRIAL ZONING OVERLAY DISTRICT, THE BOUNDARIES OF WHICH ARE IN CLOSE PROXIMITY WITH THE URBAN RENEWAL AREA, IS TO MAINTAIN AND ENCOURAGE A WORKING WATERFRONT IN THE CURTIS BAY AREA. DUE CONSIDERATION SHALL BE GIVEN BY THE DEPARTMENT FOR ANY PLANS PRESENTED AS TO NEW CONSTRUCTION, REHABILITATION, ADDITIONS, DEMOLITION, OR EXPANSION IN THE URBAN RENEWAL AREA AS TO THE EFFECT OF THESE PLANS AND THEIR IMPLEMENTATION ON THE CONTINUATION AND EXPANSION OF THE HISTORIC INDUSTRIAL WATERFRONT USES.

b. Applicability of Provisions and Requirements to Property Not to be Acquired

The provisions of Section B.2.a. (Permitted Uses) above [shall] apply to all properties not to be acquired within the [project area] PROJECT AREA. The provisions of Section B.2.c. [shall] apply as appropriate to properties not currently proposed to be acquired by this RENEWAL Plan if the owners OF THE PROPERTIES [thereof] acquire adjacent project land made available by the Department [of Housing and Community Development] under the provisions of this RENEWAL Plan.

c. Regulations, Controls and Restrictions on Land Acquired by the City

Land acquisition within the defined boundary area of [the Urban] THIS Renewal Plan is necessary for the attainment of [Commercial Revitalization] COMMERCIAL REVITALIZATION goals [herein] established IN THIS RENEWAL PLAN. The [Regulations, Controls] REGULATIONS, CONTROLS, and RESTRICTIONS [Restriction]

defined by the [Baltimore City] Zoning Code OF BALTIMORE CITY, as well as the [Brooklyn Property] Rehabilitation [Standards] STANDARDS and the provisions of Section D.3., as defined in this RENEWAL Plan [shall] MUST be adhered to. In addition, the following controls [shall] apply:

- (1) Easements - No building, structure, or parking area [shall] MAY be constructed over an easement within the Project Area without the prior consent of the Commissioner [of Housing and Community Development] and the Director of Public Works.
- (2) Vehicular Access - No vehicular access [shall be] IS permitted from Potee Street on Disposition Lots 1/2 and 3.
- (3) Screening
 - (a) Along Potee Street - On Disposition Lots 1/2, 3, and 4, a continuous landscaped screen [shall] MUST be provided along the Potee Street property line.
 - (b) Other Areas - On Disposition Lots 4 and 5, a continuous landscaped screen [shall] MUST be provided along property lines adjoining residential areas, the Inner Harbor Tunnel thru-way, and Patapsco Avenue. This screen [shall] MUST include a combination of low shrubbery and deciduous and coniferous trees.

(3) Amend C.1. and 2. to read as follows:

C. Techniques for Plan Objectives

1. Acquisition

A Property Acquisition [Map] MAP, which designates those properties to be acquired, is attached as Exhibit 2.

a. Conditions Under Which Properties Not Designated for Acquisition May be Acquired

(1) Non-Salvable and Non-Compliance with provisions

It may be necessary to acquire by purchase or by condemnation for urban renewal purposes the fee simple interest or any lesser interest in and to [such] THE remaining properties not specifically designated for acquisition, as may be deemed necessary and proper by the Commissioner [of the Department of Housing and Community Development] to effect the proper implementation of the project. This may include:

- (a) any property in the [project area] PROJECT AREA containing a non-salvable structure, i.e., a structure [which] THAT in the opinion of the Commissioner [of the Department of Housing and Community Development] cannot be economically rehabilitated.

- (b) any property the owner of which is unable or unwilling to comply or conform to the codes and ordinances of Baltimore City and the [Property Rehabilitation] DESIGN Standards set forth in this RENEWAL Plan within 24 months from the date of written notice of the required improvements. The Department [of Housing and Community Development], after due consideration that the property owner has failed to achieve substantial conformity with the codes and ordinances of Baltimore City, may acquire [such] THE property pursuant to the Eminent Domain Law of this State as if the property had originally been planned for acquisition after 90 days' written notice to the owner. The Department [of Housing and Community Development] reserves the right to acquire any [such non-complying] NONCOMPLYING property for a period of [two (2)] 2 years from the date of [said] THE written 90 days' notice by the Department [of Housing and Community Development].

b. Actions to be Followed by the Department [of Housing and Community Upon] ON Acquisition of Properties

[Upon] ON the acquisition of [such] THE properties, the Department [of Housing and Community Development] will either:

- (a) demolish the structure or structures [thereon] ON THE PROPERTIES and dispose of the land for redevelopment uses in accordance with this RENEWAL Plan; or
- (b) sell or lease the property subject to rehabilitation in conformance with the codes and ordinances of Baltimore City, and the [Property Rehabilitation Standards] DESIGN STANDARDS set forth in this RENEWAL Plan; or
- (c) rehabilitate the property in conformance with the codes and ordinances of Baltimore City and the [Property Rehabilitation Standards] DESIGN STANDARDS set forth in this RENEWAL Plan and dispose of property in accordance with applicable regulations. If sale cannot be consummated by the time rehabilitation is accomplished, property may be rented pending continuing sale efforts.

2. Relocation

- a. The Department [of Housing and Community Development] assures that before individuals or families are displaced from their dwelling units due to the requirements of this RENEWAL Plan, standard housing within the displacees' financial means [shall] MUST be provided. Residents living within the [project area] PROJECT AREA, if displaced through the requirements of this RENEWAL Plan, [shall] MUST be given a priority by the Department [of Housing and Community Development] to any housing within the [project area] PROJECT AREA over which the Department has direct control.
- b. The Department [of Housing and Community Development] assures that before firms or individual businesses are displaced from their present location of operation due to the requirements of this RENEWAL Plan, standard commercial structures within the displacees' financial means, in or near the [project area] PROJECT AREA, [shall] MUST be identified. Businesses displaced because of the requirements of this RENEWAL Plan [shall] MUST be given favorable consideration, but not necessarily priority, by the Department [of Housing and Community Development] in the review of commercial and industrial redevelopment proposals.

- (4) Delete C.3. in its entirety.
- (5) Amend D. Review of Development by deleting D.1. in its entirety and amend the rest of this section to read as follows:

D. Review of Development

1 [2]. Design Objectives

a. Building Design Objectives

- (1) Each building unit, whether existing or proposed, [shall] MUST be an integral element of the overall site design and [shall] MUST reflect and complement the character of the surrounding area.
- (2) Non-residential buildings [shall] MUST be located so as to be compatible with surrounding living areas and organized in a manner to coordinate employee and customer physical requirements. Building facades [shall] MUST be complementary to those adjacent in terms of amenity and appearance.

b. Parking Design Objectives

- (1) Off-street parking areas [shall] MUST be designed with careful regard given to orderly arrangement, landscaping, ease of access and as an integral part of the total site design. All parking areas [shall] MUST be screened from adjacent streets by dense screen planting and/or masonry screening walls.
- (2) Vehicular access to the parking areas [shall] MUST be direct and not in conflict with vehicular movement which services the various uses within the site. Ingress and egress points [shall] MUST be well distanced from intersections to avoid congestion and interference with traffic.

c. Loading Design Objectives

Loading space [shall] MUST be provided to the maximum extent possible in convenient off-street facilities to serve business uses in the area.

d. Streets, Pedestrian Walkways and Open Space Objectives

Developers [shall] MUST provide adequate open space in combination with the proper siting of buildings and location of off-street parking areas. Streets, pedestrian walkways and open spaces, including street furniture and signs, [shall] MUST be designed as an integral part of the overall design, properly related to adjacent existing and proposed buildings.

e. Landscape Design Objectives

A coordinated landscape program [shall] MUST be developed covering the entire area to incorporate the landscape treatment for open space, streets and parking areas into a coherent and integrated arrangement. Landscaping [shall] MUST include trees, [shubbery] SHRUBBERY, and planting in combination with related paving, and surface treatment.

2. STANDARDS FOR THE DEVELOPMENT OF NEW BUILDINGS IN NON-INDUSTRIALLY ZONED AREAS

A. GENERAL

- (1) NEW BUILDINGS SHOULD ENHANCE AND RETAIN THE NEIGHBORHOOD'S BUILDING EDGE. IN ORDER TO ACHIEVE THIS GOAL, NEW BUILDINGS MUST BE BUILT OUT TO THE EXISTING PROPERTY LINES FACING PUBLIC STREETS EXCEPT THAT:
 - (A) THE FRONT FAÇADE MAY BE SET BACK TO MATCH THE AVERAGE OF THE BUILDING SETBACKS WITHIN 200 FEET OF EITHER SIDE OF THE FRONT PROPERTY LINE OR TO MATCH THE SETBACK OF THE BUILDING ON EITHER OF THE ADJACENT PARCELS.
 - (B) 25% OF EACH FAÇADE MAY BE SET BACK 6 FEET OR LESS TO ENHANCE LANDSCAPING OPPORTUNITIES OR TO ALLOW FOR A SPECIAL ENTRANCE DESIGN.
- (2) FOR BUILDINGS LOCATED IN THE ~~B-1~~, B-2, B-3, AND O-R ZONING DISTRICTS NOT ON PATAPSCO AVENUE, THE BUILDING HEIGHT AT THE PROPERTY LINES FACING PUBLIC STREETS MUST BE A MINIMUM OF 20 FEET AND MAXIMUM OF 35 FEET. GROUND FLOORS MUST BE A MINIMUM OF 12 FEET HIGH, EXCEPT FOR PARKING STRUCTURES THAT ARE NOT REQUIRED TO INCLUDE FIRST FLOOR RETAIL. FOR BUILDINGS LOCATED IN THE ~~B-1~~, B-2, B-3 OR O-R ZONING DISTRICTS ON PATAPSCO AVENUE, THE BUILDING HEIGHT AT PROPERTY LINES FACING PUBLIC STREETS MUST BE A MINIMUM OF 20 FEET AND MAXIMUM OF 45 FEET.
- (3) THE FIRST FLOOR OF BUILDING FACADES FACING PUBLIC STREETS MUST HAVE A COMBINED WINDOW AREA OF 33-75% OF THE TOTAL WALL AREA OF THE FIRST FLOOR. THE UPPER FLOORS OF BUILDING FACADES ALONG ALL PUBLIC STREETS MUST HAVE A COMBINED WINDOW AREA OF 15-25% OF THE TOTAL WALL AREA ABOVE THE FIRST FLOOR.
- (4) THE WALLS OF BUILDINGS FACING PUBLIC STREETS MUST BE FACED WITH BRICK, STONE, ARCHITECTURAL PRE-CAST CONCRETE, OR OTHER MATERIALS THAT ARE COMPATIBLE WITH EXISTING MATERIALS IN THE NEIGHBORHOOD. TRIM MATERIALS MAY INCLUDE WOOD, MOLDED MILLWORK, PRECAST STONE, OR FIBERGLASS CORNICES. THE WALLS OF A BUILDING NOT FACING A PUBLIC STREET MUST BE FINISHED WITH BRICK, CONCRETE BLOCK, STUCCO, EXTERIOR INSULATION AND FINISH SYSTEMS, OR SIDING.
- (5) WHENEVER POSSIBLE, THE PRIMARY ENTRANCES FOR NEW BUILDINGS MUST BE LOCATED ON AND FACE A PUBLIC STREET.

3. STANDARDS FOR SITE PLANS

A. GENERAL

- (6) ~~(4)~~ IN COMMERCIAL PARTS OF THE NEIGHBORHOOD, SIDEWALKS SHOULD BE AT LEAST 10 FEET IN CLEAR WIDTH TO ENCOURAGE PEDESTRIAN USE. THE USE OF EVEN WIDER SIDEWALKS IN COMMERCIAL AREAS FOR OUTDOOR TABLE SERVICE, AS ALLOWED BY THE ZONING CODE, IS ENCOURAGED.

- (7) ~~(2)~~ VENDING MACHINES SET UP OUTSIDE OF BUILDINGS MUST BE LOCATED SO THEY ARE NOT VISIBLE FROM PUBLIC STREETS.
- (8) ~~(3)~~ NO NEW OUTDOOR PUBLIC PAY PHONES ARE PERMITTED. EXISTING, LEGALLY ESTABLISHED OUTDOOR PUBLIC PAY PHONES MAY REMAIN.
- (9) ~~(4)~~ LOADING DOCKS AND SERVICE AREAS MUST BE LOCATED SO THEY DO NOT FACE PUBLIC STREETS.
- (10) ~~(5)~~ DUMPSTERS OR OTHER PRIVATE TRASH CONTAINERS MUST BE SCREENED. THE DUMPSTERS OR TRASH CONTAINERS MUST NOT BE LOCATED IN THE FRONT OR SIDES OF BUILDINGS FACING PUBLIC STREETS.
- (11) ~~(6)~~ BARBED OR RAZOR WIRE FENCING IS NOT ALLOWED ANYWHERE WITHIN THE PROJECT AREA.

B. LANDSCAPING

- (1) WHEN BUILDINGS ARE SET BACK FROM THE PROPERTY LINES ALONG MAJOR STREETS, THE LAND AREA BETWEEN THE EDGE OF THE SIDEWALK AND THE BUILDING MUST BE WELL LANDSCAPED.
- (2) OTHER APPROPRIATE SIDEWALK LANDSCAPING MAY INCLUDE PLANTING IN PROPERLY LOCATED CONTAINERS PROVIDED THAT THEY ARE MAINTAINED AND REPLANTED SEASONALLY.
- (3) STREET TREES MUST BE INCLUDED ALONG ALL CITY STREETS WHEREVER POSSIBLE. TREE PITS SHOULD BE A MINIMUM OF 4 FEET BY 6 FEET, OR 4 FEET BY 8 FEET IN SIZE IF POSSIBLE. IF SIDEWALKS ARE WIDE ENOUGH, TREE PITS MAY BE WIDER THAN 4 FEET AND SET BACK FROM THE STREET CURB. LOOSE SET COBBLESTONES MAY BE SET WITHIN THE TREE PIT TO HELP PREVENT COMPACTION OF THE SOIL AND TO PROVIDE A SURFACE FOR GETTING IN AND OUT OF CARS PARKED NEXT TO THE CURB.
- (4) PARKING LOTS WITH MORE THAN 8 SPACES MUST INCORPORATE ONE DECIDUOUS TREE WITHIN THE AREA OF THE LOT DESIGN FOR EVERY 2,500 SQUARE FEET OF PARKING LOT PAVEMENT.
- (5) CHAIN LINK FENCES ARE NOT ALLOWED ALONG EDGES OF BUILDING LOTS FACING PUBLIC STREETS UNLESS THEY ARE BLACK COATED AND INCORPORATED WITHIN A HEDGE. WOOD, PAINTED OR COATED ALUMINUM, CAST IRON, AND STEEL FENCES ARE ACCEPTABLE.
- (6) METAL OR PLASTIC SLATS THREADED THROUGH CHAIN LINK FENCES OR FABRIC ATTACHED TO CHAIN LINK FENCES ARE NOT ALLOWED.

C. PARKING LOTS AND STRUCTURES

- (1) PARKING LOTS MAY NOT BE PLACED IN THE FRONT OF A BUILDING. THEY ARE, HOWEVER, ACCEPTABLE ON THE SIDE OF A BUILDING PROVIDED THERE IS ADEQUATE SCREENING SO THAT THE VIEW OF CARS IS SHIELDED FROM PUBLIC STREETS.

- (2) THE EDGES OF THE PARKING LOT SCREENING SHOULD EXTEND OUT TO THE SIDEWALK PROPERTY LINE TO MAINTAIN THE CONTINUOUS LINE OF BUILDING FACES ALONG THE STREET.
- (3) ALL PARKING LOTS FACING PUBLIC STREETS MUST BE SCREENED ALONG THE STREETS WITH WALLS, SCREEN FENCES, OR SCREENING LANDSCAPING.
 - (A) SOLID MASONRY OR WOOD WALLS THAT ARE USED TO SCREEN PARKING LOTS ALONG PUBLIC STREETS MUST BE BETWEEN 2 FEET 6 INCHES AND 3 FEET 6 INCHES HIGH.
 - (B) FENCES WHICH DO NOT COMPLETELY BLOCK VIEWS THAT ARE USED TO SCREEN PARKING LOTS MUST BE A MINIMUM OF 4 FEET HIGH AND MAXIMUM OF 5 FEET HIGH, WITH 20-40% OF THE FENCE BEING SOLID MATERIAL.
 - (C) HEDGES ARE ALLOWED FOR SCREENING PARKING LOTS, BUT THEY MUST HAVE A BLACK COATED CHAIN LINK OR METAL PICKET FENCE BEHIND OR INSIDE THEM. THE HEDGE MUST HIDE THE FENCE FROM THE PUBLIC SIDEWALK. THE HEDGE MUST BE MAINTAINED AT A MINIMUM OF 2 FEET 6 INCHES AND A MAXIMUM OF 3 FEET 6 INCHES HIGH.
- (4) CHAIN LINK FENCES ARE NOT ALLOWED ALONG EDGES OF PARKING LOTS FACING PUBLIC STREETS UNLESS THEY ARE BLACK COATED AND INCORPORATED WITHIN A HEDGE. WOOD, PAINTED ALUMINUM, CAST IRON, AND STEEL FENCES ARE ACCEPTABLE.
- (5) CHAIN LINK FENCES ARE ALLOWED ALONG EDGES OF PARKING LOTS THAT DO NOT FACE PUBLIC STREETS.
- (6) WHEEL BLOCKS MUST BE PROVIDED IN PARKING LOTS TO PROTECT ADJACENT WALLS AND FENCES FROM DAMAGE.
- (7) LIGHTING MUST BE ORIENTED OR SHIELDED SO THAT RESIDENCES ARE NOT DIRECTLY EXPOSED TO THE SOURCE OF THE GLARE.
- (8) ABOVE GROUND PARKING STRUCTURES THAT ARE ADJACENT TO PUBLIC STREETS MUST INCLUDE GROUND-LEVEL RETAIL, BUSINESS, OR OFFICE SPACE. NO PARKING STRUCTURES MAY EXCEED A HEIGHT OF 35 FEET.

3 4. STANDARDS FOR MIXED USE DEVELOPMENT

A. PENNINGTON AVENUE

ON PENNINGTON AVENUE, FROM THE SOUTHERN EDGE OF PLUM STREET TO THE NORTHERN EDGE OF LOCUST STREET AND FROM THE SOUTHERN EDGE OF CYPRESS STREET TO THE NORTHERN EDGE OF CHERRY STREET, BUILDINGS MUST INCLUDE RETAIL OR OFFICE USES ON THE FIRST FLOOR.

B. PATAPSCO AVENUE

ON PATAPSCO AVENUE, FROM THE WESTERN EDGE OF THE 30 FOOT ALLEY EAST OF S. HANOVER STREET TO THE WESTERN EDGE OF 4TH STREET, BUILDINGS MUST INCLUDE RETAIL OR OFFICE USES ON THE FIRST FLOOR.

C. HANOVER STREET

BUILDINGS MUST INCLUDE RETAIL OR OFFICES USES ON THE FIRST FLOOR IN THE FOLLOWING AREAS: ON THE WEST SIDE OF HANOVER STREET FROM THE NORTHERN EDGE OF GARRETT STREET TO BOURKE ALLEY NORTH OF E. PATAPSCO AVENUE AND ON THE EAST SIDE OF HANOVER STREET FROM THE NORTHERN EDGE OF PONTIAC AVENUE TO THE NORTHERN END OF THE FIRST PROPERTY LINE (BLOCK 7037-A, LOT ½).

- D. THE DEPARTMENT OF PLANNING WILL RECOMMEND TO THE BOARD OF MUNICIPAL ZONING APPEALS THAT PROJECTS COMPLYING WITH THE MIXED USE DEVELOPMENT GUIDELINES IN THIS RENEWAL PLAN SHOULD RECEIVE VARIANCES FOR PARKING AND LOT COVERAGE REQUIREMENTS IN THE ZONING CODE.

4 5 [3]. Developer's Obligations

- a. The Developer [shall] MUST not enter into, execute or be a party to any covenant, agreement, lease, deed, assignment, conveyance or any other written instrument which restricts the sale, lease, use or occupancy of the property, or any part thereof, or any improvements placed thereon, upon the basis of national origin, race, religion, sex or color. [Such] THE agreement or covenant providing for this non-discrimination provision [shall] MUST be included in the instruments and the City of Baltimore [shall be] IS deemed a beneficiary of [such] THE covenants and [shall be] IS entitled to enforce it. The Developer [shall] MUST comply with all State and Local laws, in effect from time to time, prohibiting discrimination or segregation.
- b. The Developer [shall] MUST devote the land to those uses specified in this RENEWAL Plan and to no other uses.
- c. The Developer [shall] MUST agree to retain the interest he acquires in the property transferred to him until he has completed the improvements, construction, and development in the area required by this RENEWAL Plan and disposition instruments and he [shall] MUST further agree not to sell, lease or otherwise transfer the interest he acquires or any part thereof without the prior written consent of the Department [of Housing and Community Development] or until the Department [shall have] HAS certified in writing that the Developer has completed the improvements, construction and development in the area.
- D. "DEVELOPER" SHALL MEAN ANY OWNER OF ANY PROPERTY WITHIN THE URBAN RENEWAL AREA WHO SUBMITS PERMIT APPLICATION, SITE PLANS, OR OTHER PLANS TO THE DEPARTMENT OR ANY AGENCY OF BALTIMORE CITY TO OBTAIN PERMITS FOR NEW CONSTRUCTION (INCLUDING PARKING LOTS), REHABILITATION, ADDITIONS, DEMOLITION OR EXPANSION OF EXISTING IMPROVEMENTS TO BE LOCATED ON PROPERTY WITHIN THE URBAN RENEWAL AREA.
- E. BEFORE ANY DEVELOPER WHO IS CONSTRUCTING OR REHABILITATING: (1) 25 DWELLING UNITS OR MORE; (2) WAREHOUSING OF 150,000 SQUARE FEET GROSS FLOOR AREA OR MORE; (3) ANY OTHER PROJECT OF 50,000 SQUARE FEET OR MORE; OR (4) ANY PROJECT WHICH WILL GENERATE 100 VEHICLES OR MORE IN PEAK HOURS, IS PERMITTED TO PROCEED WITH ANY PLANS FOR SUCH NEW CONSTRUCTION (INCLUDING PARKING LOTS), REHABILITATION, ADDITIONS, DEMOLITION OR EXPANSION OF

EXISTING IMPROVEMENTS, AND IF REQUIRED BY THE DEPARTMENT AND/OR PLANNING, DEVELOPER MUST AGREE, AT DEVELOPER'S EXPENSE, TO PROVIDE A BUFFER OF EITHER A STRUCTURE-FREE OPEN AREA OR ACCEPTABLE BARRIERS OR BOTH BETWEEN EXISTING INDUSTRIAL LAND AND PROPERTY LOCATED IN THE URBAN RENEWAL AREA.

- F. ALL DEVELOPERS AND THOSE WHO PURCHASE, LEASE OR TAKE A SECURITY INTEREST FROM SAID DEVELOPERS IN PROPERTY WITHIN THE URBAN RENEWAL AREA, ARE HEREBY PUT ON CONSTRUCTIVE NOTICE OF THE FOLLOWING:

DEVELOPER AND ITS SUCCESSORS AND ASSIGNS AGREE AND ACKNOWLEDGE THAT THE PROPERTY BEING DEVELOPED IS LOCATED IN CLOSE PROXIMITY TO INDUSTRIALLY ZONED LAND. DEVELOPER AND ITS SUCCESSORS AND ASSIGNS UNDERSTAND AND ACCEPT THAT THE USE OF THE NEARBY INDUSTRIALLY ZONED LAND COULD CAUSE VIBRATIONS, DUST, NOISE, TRUCK TRAFFIC, NOXIOUS ODORS OR OTHER DISRUPTION OF OR INTERFERENCE WITH THE QUIET ENJOYMENT OF THE DEVELOPER'S PROPERTY. DEVELOPER AND ITS SUCCESSORS AND ASSIGNS ACKNOWLEDGE THAT THEY TAKE TITLE TO THEIR INTEREST IN THE DEVELOPER'S PROPERTY, SUBJECT TO ALL THE RIGHTS OF SUCH INDUSTRIAL USERS, OWNERS OR LESSEES.

- G. BEFORE ANY DEVELOPER WHO IS CONSTRUCTING OR REHABILITATING (1) 25 DWELLING UNITS OR MORE; (2) WAREHOUSING OF 150,000 SQUARE FEET OR MORE; (3) ANY OTHER PROJECT OF 50,000 SQUARE FEET OR MORE; OR (4) ANY PROJECT WHICH WILL GENERATE 100 VEHICLES OR MORE IN PEAK HOURS, IS PERMITTED TO PROCEED WITH ANY PLANS FOR SUCH NEW CONSTRUCTION (INCLUDING PARKING LOTS), REHABILITATION, ADDITION, DEMOLITION, OR EXPANSION OF EXISTING IMPROVEMENTS, THAT DEVELOPER MUST PROVIDE SUFFICIENT TRAFFIC STUDIES OR OTHER EVIDENCE TO PROVE TO THE SATISFACTION OF THE DEPARTMENT AND/OR PLANNING THAT TRAFFIC FLOW, INCLUDING INDUSTRIAL, RESIDENTIAL, AND COMMERCIAL TRAFFIC, THROUGH THE BROOKLYN CURTIS BAY URBAN RENEWAL PLAN AREA WILL NOT BE SIGNIFICANTLY ADVERSELY AFFECTED. THE PURPOSE OF SUCH TRAFFIC STUDIES OR OTHER EVIDENCE SHALL BE TO GIVE THE CITY SUFFICIENT INFORMATION TO ESTABLISH AND DEVELOP TRAFFIC PATTERNS AND SIGNALIZATION ON STREETS IN THE URBAN RENEWAL AREA TO PROVIDE SAFE STREETS FOR HEAVY INDUSTRIAL TRUCKS, AND INCREASED RESIDENTIAL, COMMERCIAL, AND PEDESTRIAN TRAFFIC.

5 6 [4]. New Construction and Rehabilitation

All plans for new construction (including parking lots), rehabilitation, or change in use of any property not to be acquired under the provisions of this RENEWAL Plan [shall] MUST be submitted to the Department [of Housing and Community Development] for review. [Upon] ON finding that the proposed plans are consistent with the objectives of the [urban renewal plan] RENEWAL PLAN, the Commissioner [of the Department of Housing and Community Development shall] MUST authorize the processing of the plans for issuance of a building permit. The provisions of this section are in addition to and not in lieu of all other applicable laws and ordinances relating to new construction.

6 7 [5]. Demolition

All applications for demolition permits [shall] MUST be submitted to the Department [of Housing and Community Development] for review and approval. [Upon] ON finding that the proposed demolition is consistent with the objectives of the [urban renewal plan] RENEWAL PLAN, the Commissioner [of the Department of Housing and Community Development shall] MUST authorize the issuance of the necessary permit. If the Commissioner finds that the proposal is inconsistent with the [urban renewal plan] RENEWAL PLAN and [therefore] denies the issuance of the permit, [he shall] THE COMMISSIONER MUST, within 90 days of [such] THE denial, seek approval of the Board of Estimates to acquire for and on behalf of the [Mayor and] City [Council of Baltimore] the property, in whole or in part, on which [said] THE demolition was to have occurred by purchase, lease, condemnation, gift, or other legal means for the renovation, rehabilitation, and disposition thereof. In the event that the Board of Estimates does not authorize the acquisition, the Commissioner [shall] MUST, without delay, issue the demolition permit.

- (6) Amend E. Other Provisions Necessary to Meet Requirements of State and Local Laws to read as follows:

E. Other Provisions Necessary to Meet Requirements of State and Local Laws

1. Land Disposition

- a. Land and property interests acquired by the [Mayor and] City [Council] within the PROJECT AREA [area] will be disposed of by sale, lease, conveyance or transfer or other means available to the City, in accordance with the provisions of this RENEWAL Plan.
- b. Exhibit 3, Land Disposition [Map], indicates the lots to be disposed of under this RENEWAL Plan. The Department [of Housing and Community Development shall have] HAS the right, in its discretion, to fix their precise boundaries and size. For purposes of disposition, the lots, as shown on Exhibit 3, may be subdivided or combined.

2. Zoning

In order to implement the [Urban] Renewal Plan, zoning district changes as designated on Zoning Districts, Exhibit 4, will be required. These changes will [required] REQUIRE amendments to the Zoning [Ordinance] CODE [which] THAT will be initiated during the execution of this RENEWAL Plan.

- (7) Amend F. Duration of Provisions and Requirements to read as follows:

F. Duration of Provisions and Requirements

~~The Brooklyn-CURTIS BAY Business Area Urban Renewal Plan, as amended from time to time, [is] REMAINS in full force and effect for a period of [22] 20 years from the date [of original adoption of this Plan] THE RENEWAL PLAN IS LAST AMENDED by ordinance of the Mayor and City Council of Baltimore: PROPOSED ZONING DISTRICT CHANGES AS DESIGNATED ON ZONING DISTRICTS, EXHIBIT 4, MAY BE IMPLEMENTED BY INDIVIDUAL PROPERTY OWNERS BY SEEKING A CITY COUNCIL REZONING BILL.~~

- (8) Amend G. Procedures for Changes in Approved Plan to read as follows:

G. Procedures for Changes in Approved Plan

~~The Department [of Housing and Community Development shall] MUST submit to [The] THE Brooklyn Business and Professional Association, or its successor, for its review and comments, all proposed amendments to the [urban renewal plan] RENEWAL PLAN no later than at the time [of] the proposed amendments are submitted to the Director of the Department of Planning. The written comments and recommendations from this review [shall] MUST be submitted to the Department [of Housing and Community Development] no later than 3 weeks after they have been submitted to [The] THE Brooklyn Business and Professional Association, or its successors; otherwise, it is presumed the proposed changes are satisfactory.~~ THE DEPARTMENT SHALL SUBMIT TO CERTAIN COMMUNITY ORGANIZATIONS IN THE BROOKLYN CURTIS BAY URBAN RENEWAL AREA FOR THEIR REVIEW AND COMMENT THE FORM AND CONTENT OF ALL SIGNIFICANT DEVELOPMENT PROPOSALS, AS DEFINED BY THE DEPARTMENT, WITHIN THE BROOKLYN CURTIS BAY URBAN RENEWAL AREA. THE COMMUNITY ORGANIZATIONS TO WHICH THESE PLANS SHALL BE SUBMITTED ARE AS FOLLOWS: BROOKLYN AND CURTIS BAY COALITION, INC. AND SOUTH BALTIMORE BUSINESS ASSOCIATION, INC. THE ABOVE COMMUNITY ORGANIZATIONS SHALL ADVISE THE DEPARTMENT OF THEIR RECOMMENDATIONS REGARDING THE ACCEPTABILITY AND/OR PRIORITY OF ALL PLANS AND PROPOSALS. THE WRITTEN COMMENTS OF THE COMMUNITY ORGANIZATIONS SHALL BE TRANSMITTED TO THE DEPARTMENT NO LATER THAN FOUR WEEKS AFTER SUCH PROPOSALS OR PLANS HAVE BEEN SUBMITTED TO THE APPROPRIATE COMMUNITY ASSOCIATIONS; OTHERWISE, IT IS PRESUMED THAT THE PROPOSALS AND/OR PLANS ARE ACCEPTABLE. Prior to passage of any ordinance amending the [urban renewal plan] RENEWAL PLAN, ~~a public hearing~~ TWO PUBLIC HEARINGS, ONE BEFORE THE PLANNING COMMISSION AND ONE BEFORE CITY COUNCIL, [shall] MUST be held. ~~The Brooklyn Business and Professional Association~~ BROOKLYN AND CURTIS BAY COALITION, INC. AND SOUTH BALTIMORE BUSINESS ALLIANCE, INC., or its successors [shall] MUST receive, at least [ten (10)] 10 days prior to [such] THE hearing, written notice of the time and place of [such] THE hearing. With respect to any land in the [project area] PROJECT AREA previously disposed of by the City for use in accordance with the [urban renewal plan] RENEWAL PLAN, the then owner of [such] THE land whose interests [therein] are materially affected by [such] THE changes [shall] MUST receive at least [ten] 10 days prior to [such] THE hearing written notice of the time and place of [such] THE hearing and information as to where a copy of the proposed amendments may be inspected.

- (9) Amend H. Separability to read as follows:

H. Separability

In the event it be judicially determined that any word, phrase, clause, sentence, paragraph, section or part in or of this RENEWAL Plan or the application thereof to any person or circumstances is invalid, the remaining provisions and the application of [such] THE provisions to other persons or circumstances [shall] MAY not be affected thereby, it being hereby declared that the remaining provisions of this RENEWAL Plan without the word, phrase, clause, sentence, paragraph, section or part, or the application thereof, so held invalid, would have been adopted and approved.

- (10) Add new section I. Design Review and Approval to read as follows:

I. DESIGN REVIEW AND APPROVAL

1. IT IS THE RESPONSIBILITY OF THE BALTIMORE DEVELOPMENT CORPORATION (BDC), DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD), AND DEPARTMENT OF PLANNING (PLANNING) TO SUPERVISE THAT PART OF THIS RENEWAL PLAN DEALING WITH DESIGN, CODE ENFORCEMENT, AND INSPECTION. THE DEPARTMENT ISSUES FINAL APPROVAL FOR PERMITS. APPLICATIONS FOR PERMITS ARE REVIEWED BY PLANNING FOR RESIDENTIAL PERMITS AND THE BALTIMORE DEVELOPMENT CORPORATION (BDC) FOR COMMERCIAL PERMITS. BDC'S AND THE DEPARTMENT'S INSPECTORS WILL DETERMINE IF INDIVIDUAL PROPERTY OWNERS ARE IN COMPLIANCE WITH THE PLAN.
2. DESIGNS FOR ALL IMPROVEMENTS, MODIFICATIONS, REPAIRS, REHABILITATION OR PAINTING AFFECTING THE EXTERIOR OF THE EXISTING BUILDINGS, YARDS OR SHOW WINDOWS, SIGNS, AND NEW CONSTRUCTION MUST BE SUBMITTED TO HCD AND WRITTEN APPROVAL BY HCD IS REQUIRED BEFORE PROCEEDING WITH THE WORK.
3. HCD IS CONCERNED WITH ALL ASPECTS OF DESIGN AFFECTING EXTERIOR APPEARANCE, AND IN PARTICULAR WITH THE FOLLOWING:
 - A. COLORS TO BE USED ON BUILDINGS AND SIGNS.
 - B. DESIGN OF SHOW WINDOWS AND ENTRANCE AREA, INCLUDING CHOICE OF MATERIALS AND TYPES OF SECURITY DEVICES.
 - C. DESIGN OF SIGNS, METHODS OF ILLUMINATION, COLORS, MATERIALS, AND METHODS OF SUSPENSION.
 - D. CONDITIONING OF REAR YARD SPACES, LOCATION OF DELIVERY SIGNS.
 - E. ALL EXTERIOR MATERIALS AND COLORS.
 - F. DESIGN OF AWNINGS, SHUTTERS, AND UPPER FLOOR WINDOWS.
 - G. COMPATIBILITY OF NEW CONSTRUCTION AS TO SCALE, COLOR, MATERIALS, AND SIGNING.
4. CITY REVIEW
 - A. ~~BDC, HCD~~ THE DEPARTMENT, AND PLANNING SPECIFICALLY RESERVE THE RIGHT TO REVIEW AND APPROVE THE DEVELOPER'S PLANS AND SPECIFICATIONS FOR DEVELOPMENT OR REHABILITATION WITH RESPECT TO THEIR CONFORMANCE WITH THE PROVISIONS OF THE RENEWAL PLAN AND IN ORDER TO ACHIEVE HARMONIOUS DEVELOPMENT OF THE PROJECT AREA. THE REVIEW AND APPROVAL MUST TAKE INTO CONSIDERATION, BUT IS NOT LIMITED TO THE SUITABILITY OF THE SITE PLAN, ARCHITECTURAL TREATMENT, BUILDING PLANS, ELEVATIONS, MATERIALS AND COLOR, CONSTRUCTION DETAILS, ACCESS, PARKING, LOADING, LANDSCAPING, IDENTIFICATION SIGNS , EXTERIOR LIGHTING, REFUSE COLLECTION DETAILS, STREETS, SIDEWALKS AND THE HARMONY OF THE PLANS WITH THE SURROUNDINGS.
 - B. PLANNING WILL FULLY UTILIZE ITS DESIGN ADVISORY PANEL TO WORK WITH DEVELOPERS IN THE ACHIEVEMENT OF HIGH QUALITY SITE, BUILDING, AND LANDSCAPE DESIGN.

(11) Add new section J. Compliance to read as follows:

J. COMPLIANCE

~~TO THE EXTENT THAT REHABILITATION REQUIREMENTS FOR COMMERCIAL USES ARE SPECIFICALLY APPLICABLE TO THE BROOKLYN-CURTIS BAY BUSINESS AREA AND ARE NOT GENERALLY REQUIRED ELSEWHERE, THE WORK NECESSARY TO MEET SUCH REQUIREMENTS MUST BE COMPLETED WITHIN 24 MONTHS FROM THE EFFECTIVE DATE OF THIS RENEWAL PLAN; UNLESS SPECIFICALLY OUTLINED ELSEWHERE IN THIS RENEWAL PLAN. IF THERE ARE DELAYS OBTAINING PERMITS FROM THE CITY FOR NECESSARY WORK, THE TIME PERIOD FOR COMPLIANCE WILL BE EXTENDED FROM THE DATE OF THE PERMIT APPLICATION. NO WORK, ALTERATIONS OR IMPROVEMENTS MAY BE UNDERTAKEN AFTER ENACTMENT OF THIS RENEWAL PLAN THAT DO NOT CONFORM WITH THE REQUIREMENTS HEREIN.~~

NOTHING IN THIS RENEWAL PLAN MAY BE CONSTRUED TO PERMIT ANY SIGN, CONSTRUCTION, ALTERATION, CHANGE, REPAIR, USE OR ANY OTHER MATTER OTHERWISE FORBIDDEN OR RESTRICTED OR CONTROLLED BY ANY OTHER PUBLIC LAW.

(12) Add new Appendix A to read as follows:

APPENDIX A

DESIGN STANDARDS

1. STANDARDS FOR REHABILITATION OF EXISTING BUILDINGS IN ~~NON-INDUSTRIALLY ZONED~~ AREAS

OVER AND ABOVE THE CODES AND ORDINANCES OF THE CITY OF BALTIMORE, THE FOLLOWING ADDITIONAL STANDARDS MUST BE APPLIED TO ALL NON-RESIDENTIAL PROPERTIES WITHIN THE PROJECT AREA, WHETHER OCCUPIED OR VACANT.

A. WINDOWS

- (1) WINDOWS NOT IN THE FRONT OF THE BUILDINGS MUST BE KEPT PROPERLY REPAIRED OR, WITH FIRE DEPARTMENT APPROVAL, MAY BE CLOSED, IN WHICH CASE SILLS, LINTELS, AND FRAMES MUST BE REMOVED AND THE OPENING PROPERLY CLOSED TO MATCH THE MATERIAL, DESIGN, AND FINISH OF THE ADJACENT WALL.
- (2) ALL WINDOWS MUST BE TIGHT-FITTING AND HAVE SASHES OF PROPER SIZE AND DESIGN. SASHES WITH ROTTEN WOOD, BROKEN JOINTS OR LOOSE MULLIONS OR MUNTINS MUST BE REPLACED. ALL BROKEN AND MISSING WINDOWS AND GLASS BLOCKS MUST BE REPLACED WITH GLASS OR APPROVED PLASTIC GLAZING. ALL EXPOSED WOOD MUST BE REPAIRED AND PAINTED.
- (3) WINDOW OPENINGS IN UPPER FLOORS OF THE FRONT OF THE BUILDING MUST NOT BE FILLED, BOARDED UP, OR COVERED BY ANY FLAT OR PROJECTING SIGNS. WINDOWS IN UNUSED AREAS OF THE UPPER FLOORS MAY BE BACKED BY A SOLID SURFACE ON THE INSIDE OF THE GLASS. WINDOW PANES MUST NOT BE PAINTED.
- (4) SHUTTERS OF THE PROPER SIZE (SAME HEIGHT AS WINDOW AND ONE-HALF THE WIDTH) MAY BE PROVIDED ON WINDOWS ABOVE THE FIRST FLOOR LEVEL ON THE FRONT OF THE BUILDINGS. ~~THEY~~ SHUTTERS MUST BE CONSTRUCTED OF WOOD AND AFFIXED TO THE WALL BY EITHER A METAL LATCH OR BE HELD PERMANENTLY OPEN

(FASTENED TO THE WALL). THE USE OF SHUTTERS MUST BE APPROVED PRIOR TO INSTALLATION BY THE DEPARTMENT, AND ARE NOT ALLOWED IN CASES WHERE SHUTTERS WOULD BE INHARMONIOUS WITH THE DESIGN OF THE BUILDING.

B. BUILDING FRONTS AND SIDES ABUTTING STREETS

- (1) ALL DEFECTIVE STRUCTURAL AND DECORATIVE ELEMENTS OF BUILDING FRONTS AND SIDES ABUTTING STREETS MUST BE REPAIRED OR REPLACED IN A WORKMANLIKE MANNER TO MATCH AS CLOSELY AS POSSIBLE THE ORIGINAL MATERIALS AND CONSTRUCTION OF THAT BUILDING. ALL DAMAGED, SAGGING OR OTHERWISE DETERIORATED STOREFRONTS, SHOW WINDOWS OR ENTRANCES MUST BE REPAIRED OR REPLACED.
- (2) ALL CORNICES, UPPER STORY WINDOWS AND ALL OTHER PORTIONS OF A BUILDING CONTAINING WOOD TRIM MUST BE MADE STRUCTURALLY SOUND. ROTTEN OR WEAKENED PORTIONS MUST BE REMOVED AND REPAIRED OR REPLACED TO MATCH AS CLOSELY AS POSSIBLE THE ORIGINAL PATTERNS. ALL EXPOSED WOOD MUST BE PAINTED OR STAINED, OR OTHERWISE TREATED FOR PROTECTION.
- (3) A STOREFRONT AS PART OF THE BUILDING FACADE IS DEFINED TO INCLUDE:
 - (A) THE BUILDING FACE AND THE ENTRANCE AREA LEADING TO THE DOOR;
 - (B) THE DOOR, SIDELIGHTS, TRANSOMS, SHOW WINDOWS, DISPLAY PLATFORMS, DEVICES INCLUDING LIGHTING AND SIGNING DESIGNED TO BE VIEWED FROM THE PUBLIC RIGHT-OF-WAY AND/OR THE AREAS VISIBLE TO THE PUBLIC PRIOR TO ENTERING THE INTERIOR PORTION OF THE STRUCTURE.
- (4) EXISTING SHOW WINDOWS, ENTRANCES, SIGNS, LIGHTING SUN PROTECTION, SECURITY GRILLES, ETC., MUST BE COMPATIBLE, HARMONIOUS AND CONSISTENT WITH THE SCALE AND CHARACTER OF THE STRUCTURE. ALL SHOW WINDOW ELEMENTS MUST BE LOCATED WITHIN 13 FEET OF THE GRADE ON BUILDINGS PROPOSED FOR CONSTRUCTION OR SUBSTANTIAL REHABILITATION SUBSEQUENT TO THE EFFECTIVE DATE OF THIS RENEWAL PLAN.
- (5) STOREFRONTS ON SINGLE STORY BUILDINGS MUST BE DESIGNED FOR THE FULL HEIGHTS TO THE CORNICE UNLESS EXISTING TRADITIONAL ARCHITECTURAL ELEMENTS ARE PRESENT, IN WHICH CASE THE NEW CONSTRUCTION MUST BE HARMONIOUS WITH THOSE ELEMENTS. CORNICE LINES MUST BE MAINTAINED.
- (6) ADJOINING BUILDINGS USED BY THE SAME OCCUPANT MUST BE REHABILITATED IN A UNIFIED AND HARMONIOUS MANNER. EACH BUILDING MUST BE REHABILITATED AND REPAIRED WITH MATERIALS AND IN A MANNER CONSISTENT WITH THE ORIGINAL CONSTRUCTION TECHNIQUES WHERE FEASIBLE.
- (7) ENCLOSURES AND HOUSING FOR SECURITY GRILLES AND SCREENS MUST BE AS INCONSPICUOUS AS POSSIBLE AND COMPATIBLE WITH OTHER ELEMENTS OF THE FACADE.
- (8) ALL EXPOSED PORTIONS OF THE GRILLE, SCREEN OR ENCLOSURE WHICH ARE NORMALLY PAINTED AND ALL PORTIONS WHICH REQUIRE PAINTING TO PRESERVE,

PROTECT OR RENOVATE THE SURFACE MUST BE PAINTED. NON-METAL GRILLES AND SCREENS ARE PROHIBITED.

- (9) ALL SCREENS AND GRILLES PROTECTING ENTRANCES AND SHOW WINDOWS MUST BE CONSTRUCTED SO THEY CAN BE OPENED OR REMOVED. SUCH SCREENS AND GRILLES MUST BE OPENED OR REMOVED DURING THE NORMAL BUSINESS HOURS OF THAT BUSINESS.
- (10) NO TEMPORARY OR PERMANENT SIGN AFFIXED OR PLACED AGAINST THE INSIDE SURFACE OF A SHOW WINDOW MAY EXCEED 20% OF THE AREA OF THAT SHOW WINDOW.
- (11) DECALCOMANIAS 1 SQUARE FOOT OR LESS IN AREA MAY BE AFFIXED TO SHOW WINDOWS OR ENTRANCE DOOR WINDOWS.
- (12) SOLID OR PERMANENTLY ENCLOSED OR COVERED STOREFRONTS ARE NOT PERMITTED, UNLESS TREATED AS AN INTEGRAL PART OF THE BUILDING FACADE USING WALL MATERIALS AND WINDOW DETAILING COMPATIBLE WITH THE UPPER FLOORS.
- (13) ALL EXTERIOR FRONT WALLS MUST BE REPAIRED AND CLEANED OR PAINTED IN AN ACCEPTABLE MANNER. BRICK WALLS MUST BE PAINTED WHERE NECESSARY. PAINTED WALLS MUST BE SCRAPED AND REPAINTED A SINGLE COLOR EXCEPT FOR TRIM WHICH MAY BE ANOTHER COLOR. PATCHED WALLS MUST MATCH THE EXISTING ADJACENT SURFACES AS TO MATERIALS, COLOR, BOND AND JOINTING. CLEANING OF MASONRY SURFACES BY MEANS OF SANDBLASTING IS NOT PERMITTED EXCEPT WHERE IT IS DETERMINED BY THE COMMISSIONER TO BE THE ONLY FEASIBLE MEANS OF SURFACE CLEANING OF MASONRY AND WHERE, IN HIS OPINION, IT WILL NOT CAUSE DAMAGE TO HISTORIC BUILDING MATERIALS.
- (14) MATERIALS USED ON BUILDING FRONTS MUST BE CONSISTENT WITH THE CHARACTER OF OTHER BUILDINGS IN THE PROJECT AREA, AS WELL AS EXISTING MATERIALS ON THE BUILDING ITSELF. OTHER FACTORS SUCH AS DURABILITY, EASE OF MAINTENANCE AND HISTORICAL ACCURACY OF MATERIAL MUST BE CONSIDERED IN CHOOSING FACING MATERIALS. FORMSTONE, SIMULATED WOOD SHAKES, PEBBLE-FACED PLYWOOD, OR ANY OTHER MATERIAL NOT APPROVED BY THE COMMISSIONER, IS NOT PERMITTED FOR ANY FUTURE USE.

ALUMINUM OR VINYL SIDING, WOOD CLAPBOARDS OR WOOD SHAKES, WHILE APPROPRIATE ON FRAME STRUCTURE, ARE NOT PERMITTED FOR ANY FUTURE USE ON MASONRY BUILDINGS.

- (15) THE RESTRICTIONS AND SUGGESTIONS, PREVIOUSLY LISTED FOR FRONT WALLS ALSO APPLY TO STOREFRONTS. THUS, ALUMINUM AND VINYL SIDING IS NOT PERMITTED FOR FUTURE INSTALLATION ON STOREFRONTS. WOOD SHAKES OR WOOD CLAPBOARDS ARE NOT PERMITTED FOR FUTURE INSTALLATION ON STOREFRONTS UNLESS THE ENTIRE BUILDING IS TO BE COVERED IN THE SAME MATERIAL. EXISTING CORRUGATED METAL FACING MUST BE CLEANED AND PAINTED A DURANODIC BRONZE COLOR. CORRUGATED METAL, FACING MAY BE USED IN THE FUTURE PROVIDED IT HAS A PERMANENT DURANODIC BRONZE FINISH.
- (16) DORMER WINDOWS ON ROOFS SLOPING TOWARD THE SHOPPING STREET MUST BE TREATED IN ACCORDANCE WITH THE SAME CRITERIA AS BUILDING FRONTS.

- (17) EXISTING MISCELLANEOUS ELEMENTS ON THE BUILDING FRONTS, SUCH AS EMPTY ELECTRICAL OR OTHER CONDUITS, UNUSED SIGN BRACKETS, ETC., MUST BE ELIMINATED.
- (18) SHEET METAL GUTTERS AND DOWNSPOUTS MUST BE REPAIRED OR REPLACED AS NECESSARY AND MUST BE NEATLY LOCATED AND SECURELY INSTALLED. GUTTERS AND DOWNSPOUTS MUST BE PAINTED TO HARMONIZE WITH THE OTHER BUILDING FRONT COLORS.
- (19) NO NEW MECHANICAL EQUIPMENT IS ALLOWED TO PROJECT THROUGH BUILDING FRONTS.
- (20) NO DUMPSTERS OR RUBBISH CONTAINERS MAY BE EXPOSED AT THE FRONTS OF BUILDINGS EXCEPT THOSE SPECIFICALLY DESIGNED AND INTENDED FOR PUBLIC USE.
- (21) EXISTING FORMSTONE MAY BE PAINTED.

C. AWNINGS

- (1) SOFT (VINYL OR CANVAS) AWNINGS MAY BE PROVIDED FOR STOREFRONT WINDOWS. FIXED SOFT AWNINGS MAY BE ALLOWED AT THE DISCRETION OF THE COMMISSIONER WHERE THEY WOULD NOT IMPEDE THE PUBLIC RIGHT-OF-WAY.
- (2) ~~THEY~~ AWNINGS MUST BE FLAMEPROOFED.
- (3) ~~THEY~~ AWNINGS MUST NOT PROJECT MORE THAN 7 FEET FROM THE BUILDING FRONT AND MUST OTHERWISE CONFORM WITH THE PROVISIONS OF CITY ORDINANCES.
- (4) ~~THEY~~ AWNINGS MUST TERMINATE AGAINST THE BUILDING AT A HEIGHT NOT TO EXCEED 13 FEET ABOVE THE PAVEMENT, OR 1 INCH BELOW THE SECOND FLOOR WINDOW SILL, WHICHEVER IS LOWER.
- (5) RIGID (ALUMINUM, FIBERGLASS) AWNINGS, SUN SCREENS OR PERMANENT CANOPIES ARE NOT PERMITTED ON ANY PORTION OF THE BUILDING FRONT.
- (6) SOFT AWNINGS MAY ALSO BE PROVIDED ON UPPER FLOORS OVER WINDOWS ONLY.

D. REAR AND SIDE WALLS

- (1) REAR AND SIDE WALLS MUST BE REPAIRED AND PAINTED TO PRESENT A NEAT AND FRESH APPEARANCE. REAR WALLS MUST BE PAINTED TO COVER EVENLY ALL MISCELLANEOUS PATCHED AND FILLED AREAS OR BE STUCCOED TO PRESENT AN EVEN AND UNIFORM SURFACE.
- (2) SIDE WALLS, WHERE VISIBLE FROM ANY OF THE STREETS, MUST BE FINISHED OR PAINTED SO AS TO HARMONIZE WITH THE FRONT OF THE BUILDING.

E. ROOFS

- (1) CHIMNEYS, ELEVATOR PENTHOUSES OR ANY OTHER AUXILIARY STRUCTURES ON THE ROOFS MUST BE REPAIRED AND CLEANED AS REQUIRED FOR REAR AND SIDE WALLS.

ANY CONSTRUCTION VISIBLE FROM THE STREET OR FROM OTHER BUILDINGS MUST BE FINISHED SO AS TO BE HARMONIOUS WITH OTHER VISIBLE BUILDING WALLS.

- (2) ANY NEW MECHANICAL EQUIPMENT PLACED ON A ROOF MUST BE SO LOCATED AS TO BE HIDDEN FROM VIEW FROM THE SHOPPING STREETS, AND TO BE AS INCONSPICUOUS AS POSSIBLE FROM OTHER VIEWPOINTS. NEW EQUIPMENT MUST BE SCREENED WITH SUITABLE ELEMENTS OF A PERMANENT NATURE, FINISHED SO AS TO HARMONIZE WITH THE REST OF THE BUILDING. WHERE THE SCREENING IS UNFEASIBLE, EQUIPMENT MUST BE INSTALLED IN A NEAT, PRESENTABLE MANNER, AND MUST BE PAINTED IN SUCH A MANNER AS TO MINIMIZE ITS VISIBILITY.
- (3) TELEVISION AND RADIO ANTENNAE MUST BE LOCATED SO AS TO BE AS INCONSPICUOUS AS POSSIBLE.
- (4) ROOFS MUST BE KEPT FREE OF TRASH, DEBRIS, OR ANY OTHER ELEMENT WHICH IS NOT A PERMANENT PART OF THE BUILDING OR A FUNCTIONING ELEMENT OF ITS MECHANICAL OR ELECTRICAL SYSTEM.

F. SIGNS

- (1) EXISTING FLAT SIGNS MAY REMAIN, PROVIDED THEY CONFORM TO THIS RENEWAL PLAN. ALL FLAT SIGNS MUST BE ATTACHED TO AND PLACED PARALLEL TO THE BUILDING FACE AND MUST NOT PROJECT MORE THAN 12 INCHES FROM THE SURFACE OF THE BUILDING AND MUST NOT EXCEED IN AREA 3 TIMES THE WIDTH IN FEET OF THE FRONTAGE OF THE BUILDING. IN THE CASE OF CORNER PROPERTIES, EACH FAÇADE IS TO BE CALCULATED SEPARATELY AS TO SIZE ALLOWED FOR EACH. FLAT SIGNS MUST BE PLACED SO THAT THE TOP EDGE OF THE SIGNS IS NO HIGHER THAN THE BOTTOM OF THE SECOND STORY WINDOWS (WHERE WINDOWS EXIST), OR 13 FEET ABOVE GRADE LEVEL, WHICHEVER IS LOWER, OR AT A LOCATION IN SCALE WITH THE BUILDING FAÇADE AS APPROVED BY THE DEPARTMENT. THE PRIMARY SIGN FOR A SHOP MAY BE PAINTED ON OR APPLIED DIRECTLY TO THE SHOW WINDOW. THE LETTERING ON THE SIGNS MUST BE PROPORTIONAL TO THE SIZE OF THE WINDOW AND HARMONIZE WITH THE BUILDING FAÇADE. SIGNS MAY BE PERMITTED AT REAR ENTRANCE DOORS BUT MUST NOT EXCEED 6 SQUARE FEET IN SIZE, EXCEPT WHERE AUTHORIZED BY THE DEPARTMENT.
- (2) FREESTANDING SIGNS (POLE SIGNS) ARE PERMITTED PROVIDED THAT THE SIGN DOES NOT EXCEED 24 FEET IN HEIGHT AND 80 SQUARE FEET IN AREA (TOTAL OF BOTH FACES). THESE FREESTANDING SIGNS MUST NOT PROJECT INTO THE PUBLIC RIGHT-OF-WAY. FREESTANDING SIGNS ARE PERMITTED ON SITES WHERE BUILDINGS ARE SET BACK FROM THEIR PROPERTY LINE, SUBJECT TO THE APPROVAL OF THE COMMISSIONER.
- (3) ONE PROJECTING UNWORDED GRAPHIC SYMBOL IS PERMITTED FOR EACH STREET LEVEL BUSINESS WITHIN THE PROJECT AREA. THESE SYMBOLS MUST BE DOUBLE-FACED AND ORIENTED 90 DEGREES TO THE BUILDING FACE. SYMBOL MUST EXTEND NO HIGHER THAN 13 FEET, USUALLY. TO EXTEND HIGHER, THE SYMBOL HEIGHT MUST BE WITHIN THE SCALE OF THE BUILDING. SYMBOL MUST EXTEND NO LOWER THAN 10 FEET ABOVE THE SIDEWALK. NO SYMBOL OR SYMBOL HANGING STRUCTURE MAY EXTEND ABOVE THE ROOF LINE OF ANY BUILDING. SYMBOL MUST PROJECT NO MORE THAN 4 FEET FROM THE FACE OF THE BUILDING. TOTAL AREA OF ANY GRAPHIC SYMBOL MUST NOT EXCEED 15 SQUARE FEET PER FACE. SYMBOL MUST BE MOUNTED TO THE STOREFRONT IN AN ATTRACTIVE AND WORKMANLIKE MANNER. IN ALL CASES,

THE TYPE OF SYMBOL AND ITS LOCATION MUST BE HARMONIOUS IN SCALE, COLOR AND STYLE WITH THE BUILDING, AND MUST BE APPROVED BY THE COMMISSIONER ONLY UPON SUBMISSION AND REVIEW OF A SCALED DESCRIPTIVE DRAWING SHOWING THE SYMBOL'S LOCATION, SIZE, MATERIAL AND METHOD OF MOUNTING AND LIGHTING.

- (4) PAINTED SIGNS ON BUILDING SURFACES OR USE OF SEPARATE CUTOUT LETTERS ARE PERMITTED IN ACCORDANCE WITH THE ABOVE LIMITS FOR SECONDARY FLAT SIGNS.
- (5) NON-ILLUMINATED SECONDARY FLAT SIGNS ARE PERMITTED. THE SIGNS MUST NOT EXCEED 2 SQUARE FEET IN AREA AND MUST NOT PROJECT MORE THAN 1 INCH BEYOND THE SURFACE OF THE BUILDINGS, NOR MUST THEY BE PLACED HIGHER THAN 13 FEET ABOVE GRADE LEVEL.
- (6) ALL UNUSED EXISTING ROOFTOP AND FAÇADE MOUNTED SIGN BRACKETS AND HARDWARE MUST BE REMOVED. ALL REMAINING BRACKETS MUST BE SCRAPED AND PAINTED IN A COLOR TO MAKE THEM AS INCONSPICUOUS AS POSSIBLE.
- (7) MARQUEES ARE NOT ALLOWED ON BUILDINGS OTHER THAN EXISTING OPERATING THEATRES OR BALLROOMS.
- (8) PAINTED OR INLAID SIGNS ON CLOTH AWNING ARE PERMITTED.
- (9) FLASHING OR MOVING SIGNS OTHER THAN BARBER POLES OR EXISTING NEON ARE NOT PERMITTED.
- (10) ALL SIGNS NOT CONFORMING TO THE ABOVE REGULATIONS MUST BE REMOVED WITHIN 2 YEARS FROM DATE OF ENACTMENT OF THIS RENEWAL PLAN. FUTURE MINOR PRIVILEGE PERMITS FOR SIGNS MAY BE ISSUED ONLY FOR THOSE SIGNS MEETING PROJECT DESIGN CRITERIA.
- (11) NO PRIVATE SIGNS ARE PERMITTED EXCEPT AS PROVIDED IN THIS RENEWAL PLAN OR AS OTHERWISE AUTHORIZED BY THE DEPARTMENT FOR TEMPORARY PURPOSES NOT EXCEEDING 30 DAYS.
- (12) EACH STORE IS REQUIRED TO DISPLAY A POSTAL ADDRESS NUMBER ON THE STOREFRONT. NUMBER SIZE, STYLE, LOCATION AND DESIGN MUST BE APPROVED BY THE COMMISSIONER.

G. LIGHTING

- (1) THE FOLLOWING LIGHTING METHODS ARE NOT PERMITTED:
 - (A) EXPOSED FLUORESCENT LIGHTING.
 - (B) EXPOSED QUARTZ OR MERCURY VAPOR LAMPS.
 - (C) EXPOSED INCANDESCENT LAMPS OTHER THAN LOW WATTAGE, PURELY DECORATIVE LIGHTING.
- (2) THE FOLLOWING LIGHTING METHODS ARE PERMITTED:

- (A) FULLY RECESSED DOWNLIGHTS OR WALLWASHERS IN PROJECTING METAL BOX. BOX MUST RUN FULL LENGTH OF STOREFRONT AT TOP OF SIGN AREA.
 - (B) SHIELDED FLUORESCENT LAMPS WITH DIFFUSERS IN PROJECTING METAL BOX. BOX MUST RUN FULL LENGTH OF STOREFRONT AT TOP OF SIGN ZONE.
 - (C) "GOOSENECK INCANDESCENTS", PORCELAIN ENAMEL REFLECTOR ON BENT METAL TUBE ARM. HOUSING TO PREVENT GLARE AT PEDESTRIAN EYELINE.
 - (d) INTERNALLY ILLUMINATED SIGNS OR BACK-LIT (HALO) LETTERS.
- (3) ALL LIGHTING AND ELECTRICAL ELEMENTS SUCH AS WIRES, CONDUITS, JUNCTION BOXES, TRANSFORMERS, BALLASTS, SWITCHES AND PANEL BOXES MUST BE CONCEALED FROM, VIEW AS MUCH AS POSSIBLE.

H. FOOTWAYS

FOOTWAYS ADJACENT TO ALL PROPERTIES WITHIN THE PROJECT AREA BOUNDARIES MUST BE MAINTAINED IN A MANNER CONSISTENT WITH APPLICABLE BALTIMORE CITY CODES. IN ADDITION, WHEN REQUIRED, FOOTWAYS MUST BE REPAIRED OR REPLACED TO PRESENT NEAT AND EVEN APPEARANCE AND IN A MANNER THAT IS COMPATIBLE WITH THE MATERIALS, DESIGN AND FINISH OF ADJACENT FOOTWAYS SURFACES.

I. OFF-STREET LOADING, STORAGE, AND SERVICE

- (1) WHERE PERMITTED BY THE ZONING CODE OF BALTIMORE CITY, FRONT, SIDE OR REAR YARDS MAY BE USED FOR LOADING, STORAGE OR SERVICE. IN ADDITION TO ANY REQUIREMENTS OF THE ZONING CODE, THESE AREAS MUST BE APPROPRIATELY SCREENED/LANDSCAPED FROM ALL ADJACENT STREETS AND PROPERTIES. (SEE "STANDARDS FOR SITE PLANS", SECTION D.3.)
- (2) ALL YARDS USED FOR LOADING AND VEHICLE STORAGE AND SERVICE MUST BE PROVIDED WITH THE PROPER INGRESS AND EGRESS TO A PUBLIC STREET OR ALLEY BY MEANS OF ACCESS DRIVES AND AISLES. THE DRIVES AND AISLES MUST BE CONSISTENT WITH THE INTENDED USES OF THE PROPERTY AND MUST NOT BE EXCESSIVE IN SIZE.
- (3) ALL OUTSIDE STORAGE OF VEHICLES IS RESTRICTED TO 3 PER SERVICE BAY.
- (4) NO STORAGE OF TRASH CONTAINERS IS ALLOWED EXCEPT WHEN HOUSED IN OR SCREENED BY PERMANENT STRUCTURES OF ACCEPTABLE DESIGN. TRASH STORAGE AREAS MUST BE MAINTAINED IN A NEAT AND CLEAN MANNER AT ALL TIMES.

J. ENCLOSURES OF YARDS

A YARD MAY BE ENCLOSED ALONG PROPERTY LINES BY AN APPROPRIATE WALL/ LANDSCAPING, CONSISTENT AND HARMONIOUS IN DESIGN WITH THE WALLS OF THE BUILDING. SOLID DOORS OR SOLID GATES MAY BE USED TO THE EXTENT NECESSARY FOR ACCESS AND DELIVERY. THE WALLS/LANDSCAPING MAY NOT BE LESS THAN 5 FEET, NOR MORE THAN 5 FEET 6 INCHES IN HEIGHT. USE OF BARBED WIRE OR BROKEN GLASS ON TOP OF WALLS IS NOT PERMITTED. STRUCTURES AT THE REARS OF BUILDINGS, ATTACHED OR UNATTACHED TO THE PRINCIPAL COMMERCIAL STRUCTURE, WHICH ARE STRUCTURALLY DEFICIENT, MUST BE PROPERLY REPAIRED OR DEMOLISHED. ALL YARDS ADJACENT TO RESIDENTIAL PROPERTY MUST BE SCREENED IN A MANNER CONSISTENT WITH THE

ALLOWED SCREENING METHODS COVERED ELSEWHERE IN THIS RENEWAL PLAN UNDER OFF-STREET LOADING, STORAGE AND SERVICE.

2. STANDARDS FOR REHABILITATION OF EXISTING BUILDINGS IN INDUSTRIALLY ZONED AREAS

A. GENERAL PROVISIONS

- (1) ~~ALL STORAGE LOTS AND OUTDOOR STORAGE OF ANY EQUIPMENT AND SUPPLIES MUST BE MAINTAINED IN GOOD CONDITION. SCREENING MUST SEEK TO MINIMIZE THE ADVERSE VISUAL IMPACT OF STORAGE ACTIVITIES. THE AMOUNT AND NATURE OF THE SCREENING MAY BE DETERMINED BY THE NATURE OF THE STORAGE AREA AND SURROUNDING LAND USES, BUT SHOULD CONSIDER THE NEED FOR ADEQUATE SECURITY AND SURVEILLANCE.~~
- (2) ~~NO WASTE MATERIAL, REFUSE, OR GARBAGE IS PERMITTED TO REMAIN OUTSIDE BUILDINGS EXCEPT AS PERMITTED BY BALTIMORE CITY REGULATIONS REGARDING CONTAINERS FOR GARBAGE; THE AREA FOR THE CONTAINERS MUST BE PROPERLY SCREENED FROM ADJACENT PROPERTIES AND PUBLIC STREETS AND ALLEYS.~~
- (3) ~~ALL LAND NOT COVERED BY STRUCTURES, PAVED PARKING, LOADING OR RELATED SERVICE AREAS, PAVED AREAS FOR PEDESTRIAN CIRCULATION, OR DECORATIVE SURFACE TREATMENTS, MUST BE PROVIDED WITH LANDSCAPE TREATMENT. LANDSCAPE TREATMENT ENCOMPASSES THE PLANTING OF ANY, ALL, OR A COMBINATION OF THE FOLLOWING: TREES, SHRUBS, GROUND COVER, GRASS, AND FLOWERS. THE AMOUNT OF LANDSCAPE TREATMENT SHOULD SERVE TO IMPROVE THE UTILITY OF THE SITE, ENHANCE BUILDING DESIGN, AND SOFTEN AND RELIEVE THE ENVIRONMENTAL AND VISUAL IMPACT OF THE DEVELOPMENT. ALL SCREENING AND LANDSCAPING MUST BE MAINTAINED IN GOOD CONDITION.~~
- (4) ~~NO NOXIOUS TRADE OR ACTIVITY MAY BE CARRIED ON WITHIN THE PROJECT AREA, NOR MAY ANYTHING BE DONE THEREIN THAT MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO THE PROJECT AREA BY REASON OF UNSIGHTLINESS OR THE EXCESSIVE EMISSIONS OF ODORS, DUST, FUMES, SMOKE, NOISE, GLARE OR HEAT. THE USES MUST COMPLY WITH THE PERFORMANCE STANDARDS OF TITLE 12 OF THE BALTIMORE CITY ZONING CODE.~~

B. BULK REGULATIONS

FRONT YARDS

~~THE SETBACK AREAS ABUTTING STREET RIGHT-OF-WAYS, WITH THE EXCEPTION OF DRIVEWAYS, SIDEWALKS, AND OTHER WALKWAYS, MUST BE EXCLUSIVELY FOR THE PLANTING AND GROWING OF TREES, SHRUBS, LAWN AND OTHER GROUND COVER MATERIAL. THESE AREAS MAY NOT BE USED FOR, NOR CONSIDERED IN, COMPUTING THE PARKING AND LOADING SPACE REQUIREMENTS.~~

C. BUILDING FRONTS AND SIDES ABUTTING STREETS

~~ALL DEFECTIVE STRUCTURAL AND DECORATIVE ELEMENTS OF BUILDING FRONTS AND SIDES ABUTTING STREETS MUST BE REPAIRED OR REPLACED IN A WORKMANLIKE MANNER TO MATCH AS CLOSELY AS POSSIBLE THE ORIGINAL MATERIALS AND CONSTRUCTION OF~~

~~THAT BUILDING. ALL DAMAGED, SAGGING OR OTHERWISE DETERIORATED BUILDING FRONTS, WINDOWS, AND ENTRANCES MUST BE REPAIRED OR REPLACED.~~

~~D. EXTERIOR WALLS (FRONT, SIDE AND REAR)~~

- ~~(1) ALL EXTERIOR WALLS THAT HAVE NOT BEEN WHOLLY OR PARTIALLY RESURFACED OR BUILT OVER MUST BE REPAIRED AND CLEANED OR PAINTED IN A WORKMANLIKE MANNER. BRICK OR CONCRETE BLOCK WALLS MUST BE CLEANED, REPAIRED, AND REPOINTED WHERE NECESSARY. ALL OTHER SURFACES MUST BE CLEANED AND REPAIRED AND MUST HAVE A CONTINUOUS AND EVEN FINISH WITH NO VISIBLE PATCHING.~~
- ~~(2) METAL GUTTERS AND DOWNSPOUTS MUST BE REPAIRED OR REPLACED AS NECESSARY AND MUST BE NEATLY LOCATED AND SECURELY INSTALLED. GUTTERS AND DOWNSPOUTS MUST BE PAINTED TO HARMONIZE WITH THE BUILDING COLORS.~~
- ~~(3) REAR AND SIDE WALLS, WHERE VISIBLE FROM THE STREET, MUST BE REPAIRED AND PAINTED TO PRESENT A NEAT APPEARANCE. REAR WALLS MUST BE PAINTED TO COVER EVENLY ALL MISCELLANEOUS PATCHED AND FILLED AREAS OR BE STUCCOED TO PRESENT AN EVEN AND UNIFORM SURFACE. REAR AND SIDE WALLS, WHERE VISIBLE FROM ANY STREET, MUST BE FINISHED OR PAINTED SO AS TO HARMONIZE WITH THE FRONT OF THE BUILDING.~~
- ~~(4) METAL SIDING, WHICH IS UNDAMAGED, STRUCTURALLY SOUND, AND PERMISSIBLE UNDER THE BALTIMORE CITY BUILDING CODE, MUST BE KEPT CLEAN, IN A GOOD STATE OF REPAIR, OR PAINTED A COLOR COMPATIBLE WITH THE COLORS OF THE NEIGHBORING STRUCTURES. THE METAL MUST BE OF SUFFICIENT GAUGE, THICKNESS AND FINISH QUALITY TO PREVENT DENTING, SCRATCHING, AND DISCOLORATION THROUGH NORMAL WEAR AND TEAR. NO NEW SIDING IS PERMITTED.~~

~~E. REFUSE STORAGE~~

~~ALL OUTDOOR REFUSE STORAGE AREAS AND DUMPSTERS ON PRIVATE PROPERTY MUST BE SCREENED FROM THE VIEW OF ADJACENT PROPERTIES AND PUBLIC RIGHTS-OF-WAY, AND NO DUMPSTERS OR RUBBISH CONTAINERS MAY BE EXPOSED AT THE FRONTS OF BUILDINGS. SCREENING MAY CONSIST OF A MASONRY WALL OR DURABLE FENCE, OR COMBINATION NOT LESS THAN 6 FEET IN HEIGHT. TRASH STORAGE AREAS MUST BE MAINTAINED IN A NEAT AND CLEAN MANNER AT ALL TIMES.~~

~~F. WINDOWS~~

- ~~(1) WINDOWS NOT IN THE FRONT OR SIDE OF THE BUILDING MUST BE KEPT PROPERLY REPAIRED OR, WITH FIRE DEPARTMENT APPROVAL, MAY BE CLOSED, IN WHICH CASE SILLS, LINTELS, AND FRAMES MUST BE REMOVED AND THE OPENING PROPERLY CLOSED TO MATCH THE MATERIAL, DESIGN AND FINISH OF THE ADJACENT WALL.~~
- ~~(2) WINDOW OPENINGS IN GROUND AND UPPER FLOORS OF BUILDINGS, WITH FRONTS OR VISIBLE SIDES ON CURTIS AVENUE MAY NOT BE FILLED OR BOARDED UP.~~

~~G. SIGNS~~

~~ALL SIGNS MUST BE IN ACCORDANCE WITH THE ZONING CODE OF BALTIMORE CITY. IN ADDITION, THE FOLLOWING PROVISIONS APPLY.~~

- ~~(1) EXCEPT AS OTHERWISE SPECIFIED IN THE SPECIFIC DISPOSITION LOT CONTROLS, NO SIGN MAY EXTEND ABOVE THE ROOF LINE OR PARAPET WALL OF THE BUILDING TO WHICH IT IS ATTACHED; NO SIGN MAY PROJECT MORE THAN 12 INCHES FROM THE BUILDING TO WHICH IT IS ATTACHED. ROOF TOP SIGNS ARE NOT PERMITTED. FLASHING OR MOVING SIGNS ARE NOT PERMITTED.~~
- ~~(2) A BUILDING SIGN MAY NOT EXCEED 1 SQUARE FOOT IN AREA FOR EACH 600 SQUARE FEET OF TOTAL SITE AREA. HOWEVER, NO SIGN IDENTIFYING A BUILDING OCCUPIED BY A SINGLE USER MAY EXCEED 100 SQUARE FEET; NO SIGN IDENTIFYING INDIVIDUAL TENANTS IN A MULTI-TENANT BUILDING MAY EXCEED 25 SQUARE FEET. ALL BUILDING SIGNS MUST BE MOUNTED FLAT AGAINST THE SURFACE OF THE BUILDING TO WHICH IT IS ATTACHED.~~
- ~~(3) PAINTED SIGNS ON BUILDING SURFACES OR USE OF SEPARATE CUTOUT LETTERS ARE PERMITTED IN ACCORDANCE WITH THE ABOVE LIMITS FOR FLAT SIGNS.~~
- ~~(4) NO PRIVATE SIGNS ARE PERMITTED EXCEPT AS HEREIN PROVIDED OR AS OTHERWISE AUTHORIZED BY THE DEPARTMENT FOR TEMPORARY PURPOSES NOT EXCEEDING 30 DAYS.~~
- ~~(5) SIZE, SHAPE, LETTER STYLE(S), COLORS, AND METHOD OF INSTALLATION OF ALL SIGNS MUST BE COMPATIBLE WITH THE ARCHITECTURE OF THE BUILDING AND THE NEIGHBORING STRUCTURES. DESIGN OF SIGNS BY GRAPHIC DESIGNERS IS ENCOURAGED.~~
- ~~(6) MATERIALS EMPLOYED FOR CONSTRUCTION OF SIGNS MUST BE DURABLE AND WEATHER-RESISTANT MUST BE FABRICATED AND INSTALLED BY QUALIFIED AND EXPERIENCED MECHANICS, AND MUST BE MAINTAINED IN GOOD REPAIR.~~
- ~~(7) THE DEPARTMENT MAY PERMIT FREE-STANDING SIGNS AND SIGN KIOSKS ON THE SITES WHERE BUILDINGS ARE SET BACK FROM THEIR PROPERTY LINES, ON THE SUBMISSION AND APPROVAL OF THE SITE PLANS AND SIGN DESIGN DRAWINGS.~~
- ~~(8) ROOF TOP SIGNS, SIGNS ABOVE THE PARAPET OF A BUILDING, OR OTHER OUTDOOR ADVERTISING SIGNS PAINTED OR MOUNTED ON ANY STRUCTURE ARE NOT GENERALLY PERMITTED. ALL EXISTING ROOFTOP AND FAÇADE MOUNTED SIGN BRACKETS AND HARDWARE MUST BE REMOVED. IN SPECIAL CIRCUMSTANCES, CERTAIN SPECIAL SIGNS (SUCH AS THOSE INCORPORATING WEATHER INFORMATION) OR SIGNS ANNOUNCING THE NAME OF A BUILDING ARE PERMITTED. SUCH SIGNS MUST BE INDIVIDUALLY FABRICATED OR CARVED LETTERS OR DESIGNED AS AN INTEGRAL PART OF THE BUILDING. PROPERTIES ADJACENT TO I-395 WITH A TOP FINISHED ELEVATION BELOW I-395 WILL BE ALLOWED A SINGLE TENANT ROOFTOP IDENTIFICATION SIGN NOT TO EXCEED A HEIGHT OF 10' AND A LENGTH OF 30' AND SUBJECT TO DESIGN REVIEW AND APPROVAL BY THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.~~
- ~~(9) ALL SIGNS NOT CONFORMING TO THE ABOVE REGULATIONS MUST BE REMOVED WITHIN 2 YEARS FROM THE DATE THE RENEWAL PLAN WAS ORIGINALLY APPROVED. FUTURE MINOR PRIVILEGE PERMITS FOR SIGNS MAY BE ISSUED ONLY FOR THOSE SIGNS MEETING PROJECT DESIGN CRITERIA.~~

(13) Add new Appendix B to read as follows:

APPENDIX BMAINTENANCE STANDARDSI. PROVISIONSJUSTIFICATION

THESE MAINTENANCE GOALS AND STANDARDS WILL BE USED BY THE DEPARTMENT TO REDUCE AND PREVENT THE RECURRENCE OF DETERIORATED CONDITIONS WITHIN THE PROJECT AREA. THESE STANDARDS APPLY TO ALL LAND USE CATEGORIES WITHIN THE PLAN BOUNDARIES. THESE MAINTENANCE STANDARDS INCLUDE EXISTING MAINTENANCE STANDARDS THAT ARE IN THE CODES AND ORDINANCES OF THE CITY OF BALTIMORE AND ADDITIONAL HIGHER STANDARDS THAT ARE ESTABLISHED AS PART OF THIS RENEWAL PLAN.

A. STANDARDS FOR THE MAINTENANCE OF OCCUPIED STRUCTURES

1. BUSINESSES AND RESIDENTS MUST KEEP THEIR PROPERTIES FREE OF TRASH.
2. SUPPORT MECHANISMS FOR SIGNS AND EXTERIOR ELECTRICAL, PLUMBING, AND MECHANICAL EQUIPMENT MUST BE KEPT IN GOOD REPAIR.
3. ALL WINDOWS MUST BE TIGHT FITTING AND HAVE SASH OF PROPER SIZE AND DESIGN. SASH WITH ROTTEN WOOD, BROKEN JOINTS, OR LOOSE MULLIONS OR MUNTINS MUST BE REPLACED. ALL BROKEN AND MISSING WINDOWS AND GLASS BLOCK MUST BE REPLACED WITH GLASS OR APPROVED PLASTIC GLAZING. ALL EXPOSED WOOD MUST BE REPAIRED OR PAINTED.
4. ALL TRASH MUST BE PLACED IN COVERED RECEPTACLES.
5. PROPERTIES WITH FLAKING PAINT MUST BE REPAINTED OR REPAIRED WITHIN 30 DAYS OF BEING CITED.
6. GRAFFITI MUST BE REMOVED WITHIN 60 DAYS OF BEING CITED.
7. ALL FENCES AND BARRIERS MUST BE MAINTAINED ON A REGULAR BASIS. OWNERS MUST REPAIR OR REMOVE DAMAGED FENCES WITHIN 90 DAYS. LANDSCAPE BARRIERS MUST BE TRIMMED ON A REGULAR BASIS, AND DEAD OR DAMAGED SHRUBBERY MUST BE REPLACED AS NEEDED.
8. ALL FENCES AND BARRIERS MUST BE MAINTAINED ON A REGULAR BASIS. OWNERS MUST REPAIR OR REMOVE DAMAGED FENCES WITHIN 90 DAYS. LANDSCAPE BARRIERS MUST BE TRIMMED ON A REGULAR BASIS, AND DEAD OR DAMAGED SHRUBBERY MUST BE REPLACED AS NEEDED.
9. CORNICES AND WINDOWS ABOVE THE FIRST FLOOR MUST BE KEPT STRUCTURALLY SOUND AND IN GOOD CONDITION. WOOD THAT IS ROTTEN OR WEAK MUST BE REPAIRED OR REPLACED IN A WAY THAT MATCHES THE ORIGINAL DESIGN AND CONSTRUCTION AS CLOSELY AS POSSIBLE. ALL EXPOSED WOOD MUST BE PAINTED OR STAINED OR PROTECTED THROUGH OTHER ACCEPTABLE METHODS.
10. REAR AND INTERIOR SIDE WALLS MUST BE KEPT NEAT AND REPAIRED.

11. REAR WALLS MUST BE PAINTED OR STUCCOED TO COVER UP EXISTING PATCHED AND IN-FILLED AREAS.
12. CHIMNEYS, ELEVATOR HOUSING, AND OTHER ROOF-TOP STRUCTURES MUST BE KEPT CLEAN AND REPAIRED. ROOFS MUST BE KEPT CLEAN AND FREE OF TRASH AND DEBRIS.
13. ALL STORAGE LOTS AND OUTDOOR STORAGE OF ANY EQUIPMENT AND SUPPLIES MUST BE MAINTAINED IN GOOD CONDITION.

B. STANDARDS FOR THE MAINTENANCE OF VACANT STRUCTURES AND PROPERTIES

1. GRASS AND WEEDS MUST NOT EXCEED 8 INCHES IN HEIGHT. ALL OTHER LANDSCAPING AND SHRUBBERY MUST BE MAINTAINED ON A REGULAR BASIS.
2. ALL WINDOWS MUST BE TIGHT FITTING AND HAVE SASH OF PROPER SIZE AND DESIGN. SASHES WITH ROTTEN WOOD, BROKEN JOINTS, OR LOOSE MULLIONS OR MUNTINS MUST BE REPLACED. ALL BROKEN AND MISSING WINDOWS AND GLASS BLOCK MUST BE REPLACED WITH GLASS OR APPROVED PLASTIC GLAZING. ALL EXPOSED WOOD MUST BE REPAIRED OR PAINTED.
3. BROKEN WINDOWS OR OTHER FORMS OF VANDALISM MUST BE REPAIRED WITHIN A 5-DAY PERIOD.
4. TRASH MUST BE REMOVED ON A WEEKLY BASIS AND MUST BE KEPT IN A SECURED RECEPTACLE.
5. TRASH MUST BE MADE AVAILABLE FOR REGULAR PICK-UPS.
6. BUILDINGS MUST BE MAINTAINED TO GIVE THE APPEARANCE THAT THEY ARE OCCUPIED.

II. COMPLIANCE

- A. THESE MAINTENANCE STANDARDS ARE ENFORCED BY THE DEPARTMENT. COMPLAINTS ABOUT VIOLATIONS OF THESE STANDARDS MAY BE MADE TO THE DEPARTMENT BY ANY INDIVIDUAL OR ORGANIZATION. ISSUES IDENTIFIED AND COMPLAINTS COLLECTED BY THE BROOKLYN BUSINESS AND PROFESSIONAL ASSOCIATION WILL BE COORDINATED AND PRIORITIZED BY THE ASSOCIATION BEFORE THEY ARE TRANSMITTED TO THE DEPARTMENT FOR ENFORCEMENT.
- B. STRUCTURAL REPAIRS MUST BE MADE WITHIN 60 DAYS FROM THE RECEIPT OF A VIOLATION NOTICE FROM THE DEPARTMENT.
- C. ALL MAINTENANCE AND NON-STRUCTURAL REPAIRS MUST BE MADE WITHIN 45 DAYS FROM THE RECEIPT OF A VIOLATION NOTICE FROM THE DEPARTMENT.
- D. VANDALIZED PROPERTIES MUST BE SECURED WITHIN A 5-DAY PERIOD. PROPERTY OWNERS WHO REQUIRE ADDITIONAL TIME TO MAKE A REPAIR MUST NOTIFY THE DEPARTMENT EITHER IN WRITING OR BY TELEPHONE AND PROVIDE AN EXTENSION OF THE COMPLETION DATE.

- (14) Exhibit 1, "Land Use Plan", Exhibit 2, "Property Acquisition", and Exhibit 3, "Land Disposition", and Exhibit 4 "Zoning Districts", all dated as revised ~~May 24~~ October 28, 2004, are amended to reflect the changes in the Renewal Plan.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Brooklyn Business Area, as amended by this Ordinance and identified as "Urban Renewal Plan, Brooklyn-Curtis Bay Business Area, revised to include Amendment 3, dated July 12, 2004", is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-864
(Council Bill 04-1486)**

AN ORDINANCE CONCERNING

**Urban Renewal — Poppleton —
Amendment 10**

FOR the purpose of amending the Urban Renewal Plan for Poppleton to revise the boundary description for the Project Area, authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes, create new disposition lots and revise the boundaries of existing disposition lots and designate land use for the expanded Project Area, revise exhibits, and amend Appendix C to reflect the changes in the Plan; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Poppleton was originally approved by the Mayor and City Council of Baltimore by Ordinance 75-837 and last amended by Ordinance 03-605.

An amendment to the Urban Renewal Plan for Poppleton is necessary to revise the boundary description for the Project Area, authorize the acquisition by purchase or by condemnation of certain properties for urban renewal purposes, create new disposition lots and revise the boundaries of existing disposition lots and designate land use for the expanded Project Area, revise exhibits, and amend Appendix C to reflect the changes in the Plan.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for Poppleton are approved:

(1) Amend A.1. and A.2. of the Plan to read as follows:

A. Description of Project

1. Boundary Description

Beginning for the same at the intersection of the west side of N. Carey Street and the south side of W. Mulberry Street; thence binding on the south side of W. Mulberry Street easterly to intersect the [east side of N. Fremont Avenue; thence binding on the east side of N. Fremont Avenue southeasterly to intersect the south side of W. Saratoga Street; thence binding on the south side of W. Saratoga Street westerly to intersect the east side of N. Amity Street; thence binding on the east side of N. Amity Street southerly to intersect the north side of W. Lexington Street; thence binding on the north side of W. Lexington Street easterly to intersect the east side of N. Fremont Avenue; thence binding on the east side of N. Fremont Avenue southeasterly to intersect the north side of W. Fayette Street; thence binding on the north side of W. Fayette Street easterly to intersect the west side of the proposed boulevard right-of-way line; thence binding on the west side of the proposed boulevard right-of-way line southerly to intersect the south side of Fairmount Avenue; thence binding on the west side of the proposed boulevard right-of-way line westerly and southerly to intersect the south side of W. Baltimore Street; thence binding on the south side of W. Baltimore Street westerly to intersect the east side of S. Fremont Avenue; thence binding on the east side of S. Fremont Avenue southeasterly to intersect a line formed by extending the north side of W. Lombard Street, east of S. Fremont Avenue; thence binding on the line formed by extending the north side of W. Lombard Street and the north side of W. Lombard Street] CENTER LINE OF MARTIN LUTHER KING BOULEVARD; THENCE BINDING ON THE CENTER LINE OF MARTIN LUTHER KING BOULEVARD SOUTHERLY TO INTERSECT THE NORTH SIDE OF W. LOMBARD STREET; THENCE BINDING ON THE NORTH SIDE OF W. LOMBARD STREET WESTERLY TO INTERSECT

THE WEST SIDE OF SCOTT STREET; THENCE BINDING ON THE WEST SIDE OF SCOTT STREET SOUTHERLY TO INTERSECT THE NORTHERN PROPERTY LINE OF LOT 50/51, BLOCK 254; THENCE BINDING ON THE NORTHERN PROPERTY LINE OF LOT 50/51, BLOCK 254 WESTERLY TO INTERSECT THE EASTERN PROPERTY LINE OF LOT 45, BLOCK 254; THENCE BINDING ON THE EASTERN PROPERTY LINE OF LOT 45, BLOCK 254 SOUTHERLY TO THE SOUTH SIDE OF LEMMON STREET; THENCE BINDING ON THE SOUTH SIDE OF LEMMON STREET WESTERLY TO THE INTERSECTION OF THE EASTERN PROPERTY LINE OF LOT 1, BLOCK 254; THENCE BINDING ON THE EASTERN PROPERTY LINE OF LOT 1, BLOCK 254 SOUTHERLY TO INTERSECT THE SOUTH SIDE OF W. PRATT STREET; THENCE BINDING ON THE SOUTH SIDE OF W. PRATT STREET westerly to intersect the west side of Carey Street; thence binding on the west side of Carey Street northerly to the point of beginning.

2. Objectives and Reasons for the Various Provisions of this Plan

- A. TO ESTABLISH A POSITIVE AND IDENTIFIABLE IMAGE FOR THE POPPLETON AREA AND TO PROMOTE HISTORIC AND ARCHITECTURAL PRESERVATION.
- B. TO PROVIDE HOMEOWNERSHIP OPPORTUNITIES FOR DIVERSE ECONOMIC GROUPS.
- C. TO PROVIDE FOR THE DEVELOPMENT OF RESIDENTIAL, NEIGHBORHOOD BUSINESS, INSTITUTIONAL, AND PUBLIC LAND USES.
- D. TO PROVIDE FOR THE TARGETED DEVELOPMENT OF HIGH-TECH, MEDICAL AND SCIENCE RESEARCH-RELATED LAND USES.
- E. TO SUPPORT DEVELOPMENT WHICH PROVIDES THE MAXIMUM FEASIBLE OPPORTUNITY FOR THE TRAINING AND EMPLOYMENT OF COMMUNITY RESIDENTS.
- F. TO PROVIDE FOR NEIGHBORHOOD COMMERCIAL REVITALIZATION THROUGH THE ESTABLISHMENT OF DESIGN AND REHABILITATION STANDARDS.
- G. TO BRING ABOUT A GENERAL PHYSICAL IMPROVEMENT IN THE AREA BY COORDINATED PUBLIC IMPROVEMENTS SUCH AS:
 - (1) STREET AND UTILITY IMPROVEMENTS;
 - (2) PUBLIC OPEN SPACE;
 - (3) A UNIFYING DESIGN STANDARD FOR VISUALLY CONNECTING POPPLETON WITH THE NEIGHBORHOODS EAST OF MARTIN LUTHER KING BOULEVARD;
 - (4) THE IMPLEMENTATION OF DESIGN STANDARDS FOR NEW AND EXISTING STRUCTURES.
- H. TO ELIMINATE BLIGHT AND DETERIORATION BY ESTABLISHING REGULATIONS, REPAIRING SALVAGEABLE STRUCTURES AND THROUGH CLEARANCE AND REDEVELOPMENT.
- I. TO PROPOSE ZONING DISTRICT CHANGES TO THE ZONING ORDINANCE OF BALTIMORE CITY THAT ARE APPROPRIATE TO THE LAND USE PLAN.
- J. TO ESTABLISH A PLAN REVIEW PROCESS TO ENSURE REASONABLE STANDARDS AND CONTROLS FOR NEIGHBORHOOD DEVELOPMENT WHICH WILL RESULT IN SOUND

DESIGNS COMPATIBLE WITH SURROUNDING, EXISTING AND PLANNED LAND USES AND THESE PLAN OBJECTIVES.

- K [a]. To achieve a strong residential neighborhood including supporting commercial and public facilities in the Poppleton Project Area.
- L [b]. To provide, through acquisition of properties for clearance and redevelopment and for rehabilitation, a substantial number of units for low- and moderate-income families.
- M [c]. To remove substandard buildings and to eliminate blighting influences especially as they affect residential uses.
- N [d]. To keep to a minimum the involuntary displacement of individuals and families by providing, wherever possible, for residential rehabilitation.
- O [e]. To bring about a general physical coordinated public improvement in the area by coordinated public improvements.
- P [f]. Existing land use within the project is predominantly residential. Renewal objectives can best be achieved by the rehabilitation and redevelopment of the area for residential use.
- Q [g]. Structures are proposed for rehabilitation where they are basically sound and appropriate for residential use. To increase the number of structures that can be rehabilitated economically, and to provide additional environmental improvements, the Plan calls for the acquisition of groups of properties in certain blocks to be rehabilitated by the Department of Housing and Community Development.
- r [h]. On project land to be disposed of for residential uses, a predominant amount of all dwelling units permitted by this Plan shall be for low- and moderate-income families. The Department of Housing and Community Development, in overseeing the development of this low- and moderate-income housing, shall utilize all applicable Federal programs for assisting in its construction.
- S. TO ENSURE THAT NEW RESIDENTIAL DEVELOPMENT PROVIDES HOUSING OPPORTUNITIES FOR A BROAD RANGE OF INCOMES.
- T. TO GUARANTEE THAT RESIDENTS WHO ARE RELOCATED DUE TO THE DEVELOPMENT OF NEW HOUSING SHALL BE THE FIRST RESIDENTS TO BE PROVIDED THE OPPORTUNITY TO PURCHASE OR RENT IN THE NEW DEVELOPMENT.

(2) Amend Appendix C to read as follows:

Appendix C

Properties for Acquisition and Disposition for Clearance and Redevelopment

In addition to those groups of properties to be acquired and disposed on clearance (designated with disposition lot numbers on Exhibit 3), the following properties are also being acquired and disposed of for clearance and redevelopment.

1. 15 N. AMITY STREET
2. 15½ N. AMITY STREET
3. 17 N. AMITY STREET
4. 18 N. AMITY STREET
5. 19 N. AMITY STREET
6. 20 N. AMITY STREET
7. 21 N. AMITY STREET
8. 22 N. AMITY STREET
9. 23 N. AMITY STREET
10. 24 N. AMITY STREET
11. 25 N. AMITY STREET
12. 26 N. AMITY STREET
13. 27 N. AMITY STREET
14. 28 N. AMITY STREET
15. 103 N. AMITY STREET
16. 104 N. AMITY STREET
17. 105 N. AMITY STREET
18. 106 N. AMITY STREET
19. 107 N. AMITY STREET
20. 108 N. AMITY STREET
21. 110 N. AMITY STREET
22. 116 N. Amity Street
23. 118 N. AMITY STREET
24. 120 N. AMITY STREET
25. 122 N. AMITY STREET
26. 124 N. AMITY STREET
27. 125 N. AMITY STREET
28. 126 N. AMITY STREET
29. 127 N. AMITY STREET
30. 128 N. AMITY STREET
31. 129 N. AMITY STREET
32. 130 N. AMITY STREET
33. 202 N. AMITY STREET
34. 204 N. AMITY STREET
35. 206 N. AMITY STREET
36. 208 N. AMITY STREET
37. 210 N. AMITY STREET
38. 212 N. AMITY STREET
39. 214 N. AMITY STREET
40. 216 N. AMITY STREET
41. 218 N. AMITY STREET
42. 220 N. AMITY STREET
43. 222 N. AMITY STREET
44. 224 N. AMITY STREET
45. 226 N. AMITY STREET
46. 228 N. AMITY STREET
47. 230 N. AMITY STREET
48. 232 N. AMITY STREET
49. 234 N. AMITY STREET
50. 236 N. AMITY STREET
51. 238 N. AMITY STREET
52. 240 N. AMITY STREET
53. 242 N. AMITY STREET

- 54. 244 N. AMITY STREET
- 55. 246 N. AMITY STREET
- 56. 112/114 N. AMITY STREET
- ~~57. 22 S. Arlington Street~~
- 58. 303 N. ARLINGTON STREET
- 59. 304 N. ARLINGTON STREET
- 60. 305 N. ARLINGTON STREET
- 61. 306 N. ARLINGTON STREET
- 62. 307 N. ARLINGTON STREET
- 63. 309 N. ARLINGTON STREET
- 64. 310 N. ARLINGTON STREET
- 65. 311 N. ARLINGTON STREET
- 66. 312 N. ARLINGTON STREET
- 67. 313 N. ARLINGTON STREET
- 68. 314 N. ARLINGTON STREET
- 69. 315 N. ARLINGTON STREET
- 70. 316 N. ARLINGTON STREET
- 71. 317 N. ARLINGTON STREET
- 72. 319 N. ARLINGTON STREET
- 73. 321 N. ARLINGTON STREET
- ~~74. 872 W. Baltimore Street~~
- ~~75. 888 W. Baltimore Street~~
- ~~76. 890 W. Baltimore Street~~
- ~~77. 892 W. Baltimore Street~~
- ~~78. 894 W. Baltimore Street~~
- ~~79. 896 W. Baltimore Street~~
- ~~80. 896½ W. Baltimore Street~~
- ~~81. 898 W. Baltimore Street~~
- 82. 102 N. CARLTON STREET
- 83. 104 N. CARLTON STREET
- 84. 106 N. CARLTON STREET
- 85. 108 N. CARLTON STREET
- 86. 110 N. CARLTON STREET
- 87. 112 N. CARLTON STREET
- 88. 114 N. CARLTON STREET
- 89. 116 N. CARLTON STREET
- 90. 118 N. CARLTON STREET
- 91. 120 N. CARLTON STREET
- 92. 122 N. CARLTON STREET
- 93. 124 N. CARLTON STREET
- 94. 126 N. CARLTON STREET
- 95. 128 N. CARLTON STREET
- 96. 132 N. Carlton Street
- 97. 218 N. CARLTON STREET
- 98. 220 N. CARLTON STREET
- 99. 222 N. CARLTON STREET
- 100. 224 N. CARLTON STREET
- 101. 226 N. CARLTON STREET
- 102. 228 N. CARLTON STREET
- 103. 230 N. CARLTON STREET
- 104. 232 N. CARLTON STREET
- 105. 234 N. CARLTON STREET

106. 236 N. CARLTON STREET
107. 238 N. CARLTON STREET
108. 240 N. CARLTON STREET
109. 242 N. CARLTON STREET
110. 300 N. CARLTON STREET
111. 302 N. CARLTON STREET
112. 304 N. CARLTON STREET
113. 9 N. CARROLLTON AVENUE
114. 11 N. CARROLLTON AVENUE
115. 13 N. CARROLLTON AVENUE
116. 15 N. CARROLLTON AVENUE
117. 16 N. CARROLLTON AVENUE
118. 17 N. CARROLLTON AVENUE
119. 19 N. CARROLLTON AVENUE
120. 21 N. CARROLLTON AVENUE
121. 23 N. CARROLLTON AVENUE
122. 103 N. Carrollton Avenue
123. 105 N. CARROLLTON AVENUE
124. 106 N. CARROLLTON AVENUE
125. 107 N. CARROLLTON AVENUE
126. 108 N. CARROLLTON AVENUE
127. 109 N. CARROLLTON AVENUE
128. 110 N. CARROLLTON AVENUE
129. 111 N. Carrollton Avenue
130. 112 N. CARROLLTON AVENUE
131. 113 N. CARROLLTON AVENUE
132. 115 N. CARROLLTON AVENUE
133. 117 N. CARROLLTON AVENUE
134. 119 N. CARROLLTON AVENUE
135. 121 N. CARROLLTON AVENUE
136. 123 N. CARROLLTON AVENUE
137. 125 N. CARROLLTON AVENUE
138. 201 N. CARROLLTON AVENUE
139. 204 N. Carrollton Avenue
140. 206 N. CARROLLTON AVENUE
141. 208 N. Carrollton Avenue
142. 211 N. CARROLLTON AVENUE
143. 213 N. CARROLLTON AVENUE
144. 215 N. CARROLLTON AVENUE
145. 217 N. CARROLLTON AVENUE
146. 219 N. CARROLLTON AVENUE
147. 221 N. CARROLLTON AVENUE
148. 223 N. CARROLLTON AVENUE
149. 225 N. CARROLLTON AVENUE
150. 226 N. CARROLLTON AVENUE
151. 227 N. CARROLLTON AVENUE
152. 301 N. CARROLLTON AVENUE
153. 303 N. CARROLLTON AVENUE
154. 305 N. CARROLLTON AVENUE
155. 307 N. CARROLLTON AVENUE
156. 309 N. CARROLLTON AVENUE
157. 311 N. CARROLLTON AVENUE
158. 313 N. CARROLLTON AVENUE

- 159. 315 N. Carrollton Avenue
- 160. 317 N. CARROLLTON AVENUE
- 161. 319 N. CARROLLTON AVENUE
- 162. 321 N. CARROLLTON AVENUE
- 163. 323 N. CARROLLTON AVENUE
- 164. 325 N. CARROLLTON AVENUE
- 165. 327 N. CARROLLTON AVENUE
- 166. 329 N. CARROLLTON AVENUE
- 167. 331 N. CARROLLTON AVENUE
- 168. ~~H00 Cloney Street~~ BLOCK 0170, LOT 093
- 169. ~~H02 Cloney Street~~ BLOCK 0170, LOT 094
- 170. ~~H04 Cloney Street~~ BLOCK 0170, LOT 095
- 171. ~~H06 Cloney Street~~ BLOCK 0170, LOT 096
- 172. 1064 W. FAIRMOUNT AVENUE
- 173. 1066 W. FAIRMOUNT AVENUE
- 174. 1068 W. FAIRMOUNT AVENUE
- 175. 1070 W. FAIRMOUNT AVENUE
- 176. 1072 W. FAIRMOUNT AVENUE
- 177. 1074 W. FAIRMOUNT AVENUE
- 178. 1076 W. FAIRMOUNT AVENUE
- 179. 1078 W. FAIRMOUNT AVENUE
- 180. 1080 W. FAIRMOUNT AVENUE
- 181. 1082 W. FAIRMOUNT AVENUE
- 182. 1100 W. FAIRMOUNT AVENUE
- 183. 1210 W. FAIRMOUNT AVENUE
- 184. 808 W. Fayette Street
- 185. 922 W. FAYETTE STREET
- 186. 924 W. FAYETTE STREET
- 187. 925 W. FAYETTE STREET
- 188. 926 W. FAYETTE STREET
- 189. 927 W. FAYETTE STREET
- 190. 928 W. FAYETTE STREET
- 191. 929 W. FAYETTE STREET
- 192. 930 W. FAYETTE STREET
- 193. 931 W. FAYETTE STREET
- 194. 932 W. FAYETTE STREET
- 195. 933 W. FAYETTE STREET
- 196. 934 W. FAYETTE STREET
- 197. 935 W. FAYETTE STREET
- 198. 936 W. FAYETTE STREET
- 199. 937 W. FAYETTE STREET
- 200. 938 W. FAYETTE STREET
- 201. 939 W. FAYETTE STREET
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- 210. 949 W. FAYETTE STREET

- 211. 1077 W. FAYETTE STREET
- 212. 1079 W. FAYETTE STREET
- 213. 1081 W. FAYETTE STREET
- 214. 1083 W. FAYETTE STREET
- 215. 1085 W. FAYETTE STREET
- 216. 1087 W. FAYETTE STREET
- 217. 1089 W. FAYETTE STREET
- 218. 1091 W. FAYETTE STREET
- 219. 1093 W. Fayette Street
- 220. 1095 W. FAYETTE STREET
- 221. 1097 W. FAYETTE STREET
- 222. 1099 W. FAYETTE STREET
- 223. 1100 W. FAYETTE STREET
- 224. 1102 W. FAYETTE STREET
- 225. 1104 W. FAYETTE STREET
- 226. 1106 W. FAYETTE STREET
- 227. 1108 W. FAYETTE STREET
- 228. 1110 W. FAYETTE STREET
- 229. 1112 W. FAYETTE STREET
- 230. 1114 W. FAYETTE STREET
- 231. 1116 W. FAYETTE STREET
- 232. 1118 W. FAYETTE STREET
- 233. 1120 W. FAYETTE STREET
- 234. 1200 W. FAYETTE STREET
- 235. 1201 W. FAYETTE STREET
- 236. 1202 W. FAYETTE STREET
- 237. 1203 W. FAYETTE STREET
- 238. 1204 W. FAYETTE STREET
- 239. 1205 W. FAYETTE STREET
- 240. 1207 W. FAYETTE STREET
- 241. 1209 W. FAYETTE STREET
- 242. 1211 W. FAYETTE STREET
- 243. 1213/1215 W. FAYETTE STREET
- ~~244. 10 N. Fremont Avenue~~
- ~~245. 12 N. Fremont Avenue~~
- 246. 938 KIERLE COURT
- 247. 939 KIERLE COURT
- 248. 901 W. LEXINGTON STREET
- 249. 903 W. LEXINGTON STREET
- 250. 905 W. LEXINGTON STREET
- 251. 907 W. LEXINGTON STREET
- 252. 909 W. LEXINGTON STREET
- 253. 911 W. LEXINGTON STREET
- 254. 913 W. LEXINGTON STREET
- 255. 915 W. LEXINGTON STREET
- 256. 917 W. LEXINGTON STREET
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- 293. 1200 W. LEXINGTON STREET
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- 297. 1204 W. LEXINGTON STREET
- 298. 1205 W. LEXINGTON STREET
- 299. 1206 W. LEXINGTON STREET
- 300. 1207 W. LEXINGTON STREET
- 301. 1208 W. LEXINGTON STREET
- 302. 1209 W. LEXINGTON STREET
- 303. 1211 W. LEXINGTON STREET
- 304. 925/927 W. LEXINGTON STREET
- 305. 1005 W. MULBERRY STREET
- 306. 1007 W. MULBERRY STREET
- 307. 1009 W. MULBERRY STREET
- 308. 1011 W. MULBERRY STREET
- 309. 1013 W. MULBERRY STREET
- 310. 1015 W. MULBERRY STREET
- 311. 1025 W. MULBERRY STREET
- 312. 1031 W. MULBERRY STREET
- 313. 1033 W. Mulberry Street
- 314. 1035 W. Mulberry Street
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- 316. 1039 W. Mulberry Street
- 317. 1041 W. Mulberry Street
- 318. 1043 W. MULBERRY STREET
- 319. 1045 W. MULBERRY STREET
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- 325. 1111 W. MULBERRY STREET
- 326. 1113 W. MULBERRY STREET
- 327. 1115 W. MULBERRY STREET
- 328. 1117 W. MULBERRY STREET
- 329. 1119 W. MULBERRY STREET
- 330. 1121 W. MULBERRY STREET
- 331. 1123 W. MULBERRY STREET
- 332. 1125 W. MULBERRY STREET
- 333. 1127 W. MULBERRY STREET
- 334. 1129 W. MULBERRY STREET
- 335. 1131 W. MULBERRY STREET
- 336. 211 OSING COURT
- 337. 213 OSING COURT
- 338. 931 PAGE COURT
- 339. 933 PAGE COURT
- 340. 935 PAGE COURT
- 341. 937 PAGE COURT
- ~~342. 8 S. Poppleton Street~~
- ~~343. 10 S. Poppleton Street~~
- 344. 939 SARAH ANN STREET
- 345. 941 SARAH ANN STREET
- 346. 943 SARAH ANN STREET
- 347. 945 SARAH ANN STREET
- 348. 947 SARAH ANN STREET
- 349. 949 SARAH ANN STREET
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- 359. 1021 SARAH ANN STREET
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- 389. 1118 SARAH ANN STREET
- 390. 1120 SARAH ANN STREET
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- 393. 1124 SARAH ANN STREET
- 394. 1125 SARAH ANN STREET
- 395. 1127 SARAH ANN STREET
- 396. 1129 SARAH ANN STREET
- 397. 1131 SARAH ANN STREET
- 398. 1133 SARAH ANN STREET
- 399. 1135 SARAH ANN STREET
- 400. 1009/1011 SARAH ANN STREET
- 401. 951/953 SARAH ANN STREET
- 402. 900 W. SARATOGA STREET
- 403. 929 W. SARATOGA STREET
- 404. 931 W. SARATOGA STREET
- 405. 933 W. SARATOGA STREET
- 406. 935 W. SARATOGA STREET
- 407. 936 W. SARATOGA STREET
- 408. 936½ W. SARATOGA STREET
- 409. 937 W. SARATOGA STREET
- 410. 938 W. SARATOGA STREET
- 411. 939 W. SARATOGA STREET
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- 415. 944 W. SARATOGA STREET
- 416. 946 W. SARATOGA STREET
- 417. 948 W. SARATOGA STREET
- 418. 950 W. SARATOGA STREET
- 419. 952 W. SARATOGA STREET

420. 954 W. SARATOGA STREET
421. 956 W. SARATOGA STREET
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423. 1012 W. SARATOGA STREET
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444. 1054 W. SARATOGA STREET
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451. 1112 W. SARATOGA STREET
452. 1114 W. SARATOGA STREET
453. 1116 W. SARATOGA STREET
454. 1118 W. SARATOGA STREET
455. 1120 W. SARATOGA STREET
456. 1121 W. Saratoga Street
457. 1122 W. SARATOGA STREET
458. 1123 W. SARATOGA STREET
459. 1125 W. SARATOGA STREET
460. 1127 W. SARATOGA STREET
461. 1128 W. SARATOGA STREET
462. 1129 W. SARATOGA STREET
463. 1130 W. Saratoga Street
464. 1131 W. SARATOGA STREET
465. 1132 W. SARATOGA STREET
466. 1133 W. SARATOGA STREET
467. 1134 W. SARATOGA STREET
468. 1135 W. SARATOGA STREET
469. 1137 W. SARATOGA STREET
470. 1139 W. SARATOGA STREET
471. 1141 W. SARATOGA STREET
472. 1143 W. SARATOGA STREET

- 473. 1145 W. SARATOGA STREET
- 474. 1212 W. SARATOGA STREET
- 475. 1215 W. SARATOGA STREET
- 476. 1124/26 W. SARATOGA STREET
- 477. 902/904 W. SARATOGA STREET
- 478. 906/912 W. SARATOGA STREET
- 479. 914-934 W. SARATOGA STREET
- ~~480. 3 N. SCHROEDER STREET~~
- 481. 13 N. SCHROEDER STREET
- 482. 15 N. SCHROEDER STREET
- 483. 17 N. SCHROEDER STREET
- 484. 19 N. SCHROEDER STREET
- 485. 21 N. SCHROEDER STREET
- 486. 101 N. SCHROEDER STREET
- 487. 103 N. SCHROEDER STREET
- 488. 105 N. SCHROEDER STREET
- 489. 107 N. SCHROEDER STREET
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- 491. 111 N. SCHROEDER STREET
- 492. 113 N. SCHROEDER STREET
- 493. 115 N. SCHROEDER STREET
- 494. 117 N. SCHROEDER STREET
- 495. 119 N. SCHROEDER STREET
- 496. 121 N. Schroeder Street
- 497. 123 N. Schroeder Street
- 498. 125 N. Schroeder Street
- 499. 127 N. Schroeder Street
- 500. 129 N. Schroeder Street
- 501. 207 N. SCHROEDER STREET
- 502. 209 N. SCHROEDER STREET
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 547. 328 N. SCHROEDER STREET
 548. [329 N. Schroeder Street] 913 VINE STREET
 549. 920 VINE STREET
 550. 921 VINE STREET
 551. 1101 VINE STREET
 552. 1103 VINE STREET
 553. 1105 VINE STREET
 554. 1107 VINE STREET
 555. BLOCK 0172, LOT 148A

- (3) Amend Exhibit 1, "Existing Land Use", dated as revised May 27, 2004, Exhibit 2, "Acquisition", dated as revised May 27, 2004, Exhibit 3, "Disposition", dated as revised May 27, 2004, Exhibit 4A, "Existing Zoning Districts", dated as revised May 27, 2004, Exhibit 4B, "Existing Urban Renewal Plan Zoning Changes", dated as revised May 27, 2004, and Exhibit 4C, "Proposed Zoning Plan Changes", dated as revised May 27, 2004, to reflect the changes in the Renewal Plan.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Poppleton, as amended by this Ordinance and identified as "Urban Renewal Plan, Poppleton, revised to include Amendment 10, dated July 12, 2004", is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any

other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-865
(Council Bill 04-1492)**

AN ORDINANCE CONCERNING

Rezoning — 831 East Lombard Street

FOR the purpose of changing the zoning for the property known as 831 East Lombard Street, as outlined in red on the accompanying plat, from the M-2-2 Zoning District to the B-3-2 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 56
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 56 of the Zoning District Maps is amended by changing from the M-2-2 Zoning District to the B-3-2 Zoning District the property known as 831 East Lombard Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-866
(Council Bill 04-1505)**

AN ORDINANCE CONCERNING

Sale of Property — 4504 Harford Road

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property that is located at 4504 Harford Road (Ward 27, Section 07, Block 5342, Lot 002) and is no longer needed for public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the Comptroller of Baltimore City may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the property located at 4504 Harford Road (Ward 27, Section 07, Block 5342, Lot 002), this property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-867
Council Bill 04-1506**

AN ORDINANCE CONCERNING

Sale of Property — 1110/1112 East Baltimore Street

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property known as 1110/1112 East Baltimore Street (Ward 5, Section 7, Block 1338, Lot 2/3) and no longer needed for public use; and providing for a special effective date.

BY authority of

Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the property known as 1110/1112 East Baltimore Street (Ward 5, Section 7, Block 1338, Lot 2/3), and more particularly described as follows:

The subject parcel (Block 1338, Lot 2/3) is a lot improved with a 20,025 square foot structure that is known as the former post office annex building adjoined to the Hendler Creamery Building located at 1100 East Baltimore Street,

containing 25,480 square feet, more or less, this property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-868
(Council Bill 04-1508)**

AN ORDINANCE CONCERNING

**Acquisition of Property — Perpetual Easements and
Temporary Rights of Access Needed for
The Upper Jones Falls Interceptor Improvements Project**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to acquire, by purchase or condemnation, the fee simple or other interests in certain properties located along the Upper Jones Falls between Union Avenue and Smith Avenue and needed for the Upper Jones Falls Interceptor Improvements Project, as shown on plats numbered R.W. 20-36091, R.W. 20-36092, R.W. 20-36102, R.W. 20-36103, and Figure 2 through Figure 12 in the Office of the Department of Public Works; and providing for a special effective date.

BY authority of

Article I - General Provisions
Section 4
and

Article II - General Powers
Sections 2 and 45
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That it is necessary to acquire, for the Upper Jones Falls Interceptor Improvements Project, the fee simple or other interests that the Director of Public Works considers needed or sufficient in the land and improvements located along the Upper Jones Falls between Union Avenue and Smith Avenue, and more particularly described as follows:

1. Temporary Right of Access through the property of Thomas W. Mele, Etal, as shown on a plat numbered Figure 3 and dated September 2003.
2. Temporary Right of Access through the property of Esan Trust c/o Kin Properties, Inc., as shown on a plat numbered Figure 2 and dated September 2003.
3. Temporary Right of Access through the property of Clipper Mill, LLC, as shown on a plat numbered Figure 12 and dated September 2003.
4. Temporary Right of Access through the property of RRE, Inc., as shown on a plat numbered Figure 5 and dated September 2003.
5. Temporary Right of Access through the property of Baltimore Gas & Electric Co., as shown on plats numbered Figure 4A and Figure 4B and dated September 2003.
6. Temporary Right of Access through the property of Fleischmann's Vinegar Company, Inc., as shown on a plat numbered Figure 10 and dated September 2003.
7. Perpetual Easement through the property of Cross Keys Maintenance Corporation, as shown on a plat numbered R.W. 20-36102 and dated November 6, 2003.
8. Perpetual Easement through the property of VCK Business Trust, as shown on a plat numbered R.W. 20-36103 and dated November 6, 2003. Temporary Right of Access through the property of VCK Business Trust, as shown on plats numbered Figure 11A and Figure 11B and dated September 2003.
9. Temporary Right of Access through the property of Bryn Mawr School for Girls of Baltimore City, as shown on a plat numbered Figure 6 and dated September 2003.
10. Perpetual Easement through the property of StephensClub, Inc., as shown on a plat numbered R.W. 20-36091 and dated October 1, 2003. Temporary Right of Access through the property of Stephens Club, Inc., as shown on a plat numbered Figure 7 and dated September 2003.
11. Perpetual Easement through the property of Northwest Family Sports Center, Inc., as shown on a plat numbered R.W. 20-36092 and dated October 1, 2003. Temporary Right of Access through the property of Northwest Family Sports Center, Inc., as shown on a plat numbered Figure 8 and dated September 2003.
12. Temporary Right of Access through the property of Mount Washington M.E. Church, as shown on a plat numbered Figure 9 and dated September 2003,

including all property, rights, interests, easements and/or franchises necessary for the Public Utility Perpetual Easements and Temporary Rights of Access and the construction and maintenance of the Upper Jones Falls

Interceptor Improvements – Phase I Project and/or other municipal utilities and services in the Public Utility Perpetual Easements, the location and course of the Public Utility Perpetual Easements and Temporary Rights of Access being shown on plats numbered R.W. 20-36091, R.W. 20-36092, R.W. 20-36102 and R.W. 20-36103 and numbered plats Figure 2 through Figure 12 prepared by Riemer Muegge and filed in the Office of the Director of the Department of Public Works.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Department of Real Estate, or any other person or agency that the Board of Estimates designates, may negotiate and acquire on behalf of the Mayor and City Council of Baltimore the fee simple or other interests in the land and improvements described in this Ordinance as needed or sufficient for the purposes described in this Ordinance. If the Department of Real Estate, or the person or agency otherwise designated by the Board of Estimates, is unable to agree with the owner on the purchase price for the property, it shall promptly notify the City Solicitor, who shall institute the necessary legal proceedings to acquire by condemnation the fee simple or other interests needed or sufficient for the purposes described in this Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That proceedings for the acquisition by condemnation of the property described in this Ordinance and all rights of all parties interested or affected shall be in accordance with Title 12 of the Real Property Article of the Maryland Code.

SECTION 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-869
(Council Bill 04-1513)**

AN ORDINANCE CONCERNING

Rezoning — 2305-2311 Essex Street

FOR the purpose of changing the zoning for the property known as 2305-2311 Essex Street, as outlined in red on the accompanying plat, from the M-2-2 Zoning District to the R-8 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 57, 67
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheets 57, 67 of the Zoning District Maps are amended by changing from the M-2-2 Zoning District to the R-8 Zoning District the property known as 2305-2311 Essex Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City

Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-870
(Council Bill 04-1515)**

AN ORDINANCE CONCERNING

Rezoning — 1301 Covington Street

FOR the purpose of changing the zoning for the property known as 1301 Covington Street, as outlined in red on the accompanying plat, from the M-2-2 Zoning District to the O-R-2 Zoning District.

BY amending

Article - Zoning
Zoning District Maps
Sheet(s) 66
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Sheet 66 of the Zoning District Maps is amended by changing from the M-2-2 Zoning District to the O-R-2 Zoning District the property known as 1301 Covington Street, as outlined in red on the plat accompanying this Ordinance.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-871
(Council Bill 04-1520)**

AN ORDINANCE CONCERNING

**Sale of Property — Lots located in the Vicinity of Patterson and Wabash Avenues known as:
Block 4264, Lot 013; Block 4265, Lot 003; Block 4267, Lots 019 through 025 and 028;
and Block 4275, Lots 008 through 023**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain properties known as Block 4264, Lot 013; Block 4265, Lot 003; Block 4267, Lots 019 through 025 and 028; and Block 4275, Lots 008 through 023 and no longer needed for public use; and providing for a special effective date.

BY authority of
Article V - Comptroller
Section 5(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, in accordance with Article V, § 5(b) of the City Charter, the City Comptroller may sell, at either public or private sale, all the interest of the Mayor and City Council of Baltimore in the properties known as Block 4264, Lot 013; Block 4265, Lot 003; Block 4267, Lots 019 through 025 and 028; and Block 4275, Lots 008 through 023, and more particularly described as follows:

The subject parcels, Block 4264, Lot 013; Block 4265, Lot 003; Block 4267, Lots 019 through 025 and 028; and Block 4275, Lots 008 through 023, are unimproved lots. These sites are located north of Wabash Avenue between Vincennes Avenue and Parr Avenue,

containing approximately 1.8 acres of land, this property being no longer needed for public use.

SECTION 2. AND BE IT FURTHER ORDAINED, That no deed may pass under this Ordinance unless the deed has been approved by the City Solicitor, and that development proposals for these properties must be approved by the Department of Planning prior to the Land Disposition Agreement (LDA).

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-872
(Council Bill 04-1524)**

AN ORDINANCE CONCERNING

**City Property — Renaming the Baltimore Conservatory and Gardens to
~~The Honorable~~ the Howard Peters Rawlings Conservatory and
Botanic Gardens of Baltimore**

FOR the purpose of changing the name of the Baltimore Conservatory and Gardens, located at 3100 Swann Drive, to ~~The Honorable~~ the Howard Peters Rawlings Conservatory and Botanic Gardens of Baltimore.

BY authority of

Article 5 - Finance, Property, and Procurement
Section 20-2
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the name of the Baltimore Conservatory and Gardens, located at 3100 Swann Drive, is changed to ~~The Honorable~~ the Howard Peters Rawlings Conservatory and Botanic Gardens of Baltimore.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-873
(Council Bill 04-1533)**

AN ORDINANCE CONCERNING

**Planned Unit Development — Amendment 3 —
Canton Crossing**

FOR the purpose of approving certain amendments to the Development Plan of the Canton Crossing Planned Unit Development.

BY authority of

Article - Zoning
Title 9, Subtitles 1 and 5
Baltimore City Revised Code
(Edition 2000)

Recitals

By Ordinance 01-192, as amended by Ordinances 02-369 and 03-641, the Mayor and City Council approved the application of Canton Crossing, LLC, to have certain property located south of Boston Street, the western boundary being east of the Inner Harbor including the riparian rights, the eastern boundary being South Haven Street, and the southern boundary being the southern right-of-way line of Danville Street extending from the water's edge a distance of 660 feet east of the eastern right-of-way line of Baylis Street, consisting of 67.52 acres, more or less, designated as an Industrial Planned Unit Development and approved the Development Plan submitted by the applicant.

Canton Crossing, LLC, wishes to amend the Development Plan, as previously approved by the Mayor and City Council, to increase the number of residential dwelling units permitted and to modify the uses and buildings permitted and their locations and size.

On September 2, 2004, representatives of Canton Crossing, LLC, met with the Department of Planning for a preliminary conference to explain the scope and nature of the proposed amendments to the Development Plan.

The representatives of Canton Crossing, LLC, have now applied to the Baltimore City Council for approval of these amendments, and they have submitted amendments to the Development Plan intended to satisfy the requirements of Title 9, Subtitles 1 and 5 of the Baltimore City Zoning Code.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council approves the amendments to the Development Plan submitted by the Developer, as attached to and made part of this Ordinance, including ~~Exhibit B, "Development Plan", dated September~~ Exhibit A, "Existing Conditions Plan", dated October 2004, Exhibit B-1, "Master Plan", dated October 27, 2004, Exhibit B-1A, "Enlarged Master Plan", dated October 27, 2004, Exhibit B-2, "Land Use and Heights", dated October 2004, Exhibit B-3A, "Massing Plan", dated October 27, 2004, Exhibit B-4A, "Project Overview & Architectural Order", dated October 27, 2004, Exhibit B-4B, "Pedestrian & Vehicular Circulation Diagram", dated October 27, 2004, Exhibit B-4C, "Site Street Sections", dated October 27, 2004, and Exhibit B-4D, "Retail Area and Street Furniture", dated October 2004.

SECTION 2. AND BE IT FURTHER ORDAINED, That Sections 3(a), 3(c), and the first paragraph of 3(e) are amended to read as follows:

SECTION 3. AND BE IT FURTHER ORDAINED, That in accordance with the provisions of Title 9, Subtitle 5 of the Zoning Code, the following uses are permitted within the Industrial Planned Unit Development with respect to the Parcels designated on the Development Plan (the Parcels hereinafter individually are referred to as a "Parcel" and collectively as "Parcels"):

- (a) In general, in each parcel throughout this Industrial Planned Unit Development, offices, OUTDOOR TABLE SERVICE WHEN ACCESSORY TO A RESTAURANT USE, and marine terminals: passenger (INCLUDING A FOOD CATERING HALL AS PART OF THE MARINE TERMINAL) are ~~permitted by right~~ PER ORDINANCE 04-803 AND ITS ACCOMPANYING COMMERCIAL ZONE PIER DEVELOPMENT PLAN, APPROVED AUGUST 13, 2004. IN ADDITION, STRUCTURES ON PIERS, OTHER THAN WATER-DEPENDENT FACILITIES, ARE PERMITTED BY RIGHT.
- (c) In addition to the allowed uses listed in subsection (a) above, there may be [one 100-unit maximum residential building] 500 RESIDENTIAL DWELLING UNITS on Parcel C1 AND/or A1 AND 4 ADDITIONAL DWELLING UNITS ON PARCEL D2.

- (e) In addition to the allowed uses in subsection (a), in [up to 75% of the first floor of] ~~each building~~ MULTI-STORIED BUILDINGS on Parcels A1, A2, B, C1, D1, AND D2, ~~and G~~, the following B-1 Zoning uses listed in § 6-206 of the Zoning Article of the Baltimore City Revised Code are allowed:

SECTION 3. AND BE IT FURTHER ORDAINED, That Sections 5(a) and 5(c) of Ordinance 02-369, as amended by Ordinance 03-641, are amended to read as follows:

SECTION 5. AND BE IT FURTHER ORDAINED, That the maximum square footages for development are as follows:

- (a) There is a maximum of ~~4.7~~ 1.5 million square feet of offices for this Planned Unit Development and a maximum of ~~450,000~~ 150,000 square feet of retail, and [50,000] A MAXIMUM OF 120,000 square feet for restaurants.
- (c) The 120,000 retail square foot maximum on Parcels E1 and E2 are a subset of the ~~450,000~~ 150,000 retail square foot maximum and [50,000] 120,000 restaurant square foot maximum.

SECTION 4. AND BE IT FURTHER ORDAINED, That all plans for the construction of permanent improvements on the property are subject to final design approval by the Planning Commission to insure that the plans are consistent with the Development Plan and this Ordinance.

SECTION 5. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying amended Development Plan and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the amended Development Plan; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the amended Development Plan; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the amended Development Plan to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 6. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-874
(Council Bill 04-1536)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Convalescent, Nursing, and Rest Home
(Assisted Living) – 3410 Woodbine Avenue**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 3410 Woodbine Avenue, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 4-504 (1) and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 3410 Woodbine Avenue, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 4-504(1) and 14-102, subject to the ~~condition~~ that the following conditions:

1. The maximum number of residents is 9, including a resident manager.
2. There may be no more than 2 clients per sleeping room.
3. Sleeping rooms for clients may not be in the basement.
4. 24-hour supervision must be provided.
5. There may be no exterior sign on the facility other than a nameplate no larger than 6 inches wide by 6 inches high.
6. The owner of 3410 Woodbine Avenue will provide 2 off-street parking spaces in the rear of the property.
7. The convalescent, nursing, and rest home (assisted living) ~~complies~~ must comply with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-875
(Council Bill 04-1537)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Convalescent, Nursing, and
Rest Home (Assisted Living) – 767 Linnard Street**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 767 Linnard Street, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 4-904(1) and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 767 Linnard Street, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 4-904(1) and 14-102, subject to the ~~condition~~ that the following conditions:

1. The maximum number of residents is 6, including a resident manager.
2. 24-hour supervision must be provided.
3. Sleeping rooms for clients may not be in the basement.
4. There may be no exterior sign on the facility other than a nameplate no larger than 6 inches wide by 6 inches high.
5. The convalescent, nursing, and rest home (assisted living) ~~complies~~ must comply with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

CITY OF BALTIMORE
ORDINANCE 04-876
(Council Bill 04-1546)

AN ORDINANCE CONCERNING

City Property — Naming the Fire Station Located at ~~901~~
1001 East Fort Avenue to be the Chief Peter J. O'Connor Fire Station

FOR the purpose of naming the fire station located at ~~901~~ 1001 East Fort Avenue to be the Chief Peter J. O'Connor Fire Station.

BY authority of

Article 5 - Finance, Property, and Procurement
Section 20-2
Baltimore City Code
(Edition 2000)

Preamble

This Ordinance is in honor of Peter J. O'Connor, former Fire Chief of Baltimore City, who served our City with honor and distinction as a highly decorated member of the Fire Department for 38 years, and who was known as the fire fighters' Fire Chief.

Peter J. O'Connor was born in East Baltimore, in 1932, and served in the U.S. Army's 11th Airborne Division during the Korean Conflict, 1950-1952. In 1954, he was appointed Fire Fighter Baltimore City Fire Department. His abilities and leadership qualities were recognized, as he was promoted to Lieutenant, in 1960, to Captain, in 1964, to Battalion Chief, in 1970, to Deputy Chief, in 1979, and to Chief of the Fire Department, in 1980. Chief O'Connor retired in 1992.

He also made his contribution to professional and community organizations. He served as Chair of Baltimore City's Combined Charities Campaign, as a Commissioner on the Maryland Fire Rescue Education and Training Commission, and as President of the Baltimore Fire Officers Local 964 of the International Association of Fire Fighters, from 1970 through 1979.

He was also Past President of the Baltimore City Board of the Ancient Order of Hibernians, General Chairman of the Baltimore St. Patrick's Day Parade Committee, 1985-1987, the Grand Marshall of the St. Patrick's Day Parade Committee, in 1988, and was a member of the Knights of Columbus and the Friendly Sons of St. Patrick. Peter J. O'Connor has made Baltimore City a better place because of his service and contributions to it.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the fire station located at ~~901~~ 1001 East Fort Avenue is named the Chief Peter J. O'Connor Fire Station.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-877
(Council Bill 04-1559)**

AN ORDINANCE CONCERNING

**Supplementary Federal Grant Operating Appropriation —
Baltimore City Police Department — \$6,865,998.76**

FOR the purpose of providing a Supplementary Federal Grant Operating Appropriation in the amount of \$6,865,998.76 to the Baltimore City Police Department — Program 201 (Field Operations Bureau), to provide appropriation to support requirements of a grant; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(2) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from a federal grant (U.S. Department of Justice) in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

That grant could not have been expected with reasonable certainty when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

On November 3, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$6,865,988.76 shall be made available to the Baltimore City Police Department — Program 201 (Field Operations Bureau) as a Supplementary Federal Grant Operating Appropriation for Fiscal Year 2005, to provide appropriation to support requirements of a grant for Fiscal 2005. The source of revenue for this appropriation is from a U.S. Department of Justice grant, in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-878
(Council Bill 04-1560)**

AN ORDINANCE CONCERNING

Supplementary Federal Grant Operating Appropriation — Baltimore City Police Department — \$2,176,850

FOR the purpose of providing a Supplementary Federal Grant Operating Appropriation in the amount of \$2,176,850 to the Baltimore City Police Department — Program 202 (Investigations), to provide appropriation to support requirements of a grant; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(2) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from a federal grant (U.S. Department of Justice) in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

That grant could not have been expected with reasonable certainty when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

On November 3, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$2,176,850 shall be made available to the Baltimore City Police Department — Program 202 (Investigations) as a Supplementary Federal Grant Operating Appropriation for Fiscal Year 2005, to provide appropriation to support requirements of a grant for Fiscal 2005. The source of revenue for this appropriation is from a U.S. Department of Justice grant, in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-879
(Council Bill 04-1561)**

AN ORDINANCE CONCERNING

Supplementary Federal Grant Operating Appropriation — Baltimore City Police Department — \$579,251.94

FOR the purpose of providing a Supplementary Federal Grant Operating Appropriation in the amount of \$579,251.94 to the Baltimore City Police Department — Program 201 (Field Operations), to provide appropriation to support requirements of a grant; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(2) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from a federal grant (U.S. Department of Justice) in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

That grant could not have been expected with reasonable certainty when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

On November 3, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$579,251.94 shall be made available to the Baltimore City Police Department — Program 201 (Field Operations) as a Supplementary Federal Grant Operating Appropriation for Fiscal Year 2005, to provide appropriation to support requirements of a grant for Fiscal 2005. The source of revenue for this appropriation is from a U.S. Department of Justice grant, in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-880
(Council Bill 04-1562)**

AN ORDINANCE CONCERNING

**Supplementary Federal Grant Operating Appropriation —
Baltimore City Police Department — \$465,000**

FOR the purpose of providing a Supplementary Federal Grant Operating Appropriation in the amount of \$465,000 to the Baltimore City Police Department — Program 201 (Field Operations Bureau), to provide appropriation to support requirements of a grant; and providing for a special effective date.

BY authority of

Article VI - Board of Estimates
Section 8(b)(2) and (c)
Baltimore City Charter
(1996 Edition)

Recitals

The revenue appropriated by this Ordinance represents funds from a federal grant (U.S. Department of Justice) in excess of the revenue relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

That grant could not have been expected with reasonable certainty when the Ordinance of Estimates for Fiscal Year 2005 was formulated.

On November 3, 2004, the Board of Estimates recommended this appropriation to the City Council.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That \$465,000 shall be made available to the Baltimore City Police Department — Program 201 (Field Operations Bureau) as a Supplementary Federal Grant Operating Appropriation for Fiscal Year 2005, to provide appropriation to support requirements of a grant for Fiscal 2005. The source of revenue for this appropriation is from a U.S. Department of Justice grant, in excess of the amount from this source that was relied on by the Board of Estimates in determining the tax levy required to balance the budget for Fiscal Year 2005.

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

Approved December 2, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-881
(Council Bill 03-1146)**

AN ORDINANCE CONCERNING

**Urban Renewal — Fells Point —
Amendment 20**

FOR the purpose of amending the Urban Renewal Plan for Fells Point to expand the area boundary, propose certain land use ~~and zoning district~~ changes, ~~establish special districts, amend Appendix C,~~ and revise certain exhibits to reflect the changes in the Plan; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The Urban Renewal Plan for Fells Point was originally approved by the Mayor and City Council of Baltimore by Ordinance 75-999 and last amended by Ordinance 02-451.

An amendment to the Urban Renewal Plan for Fells Point is necessary to expand the area boundary to ~~accommodate a transitional zone,~~ propose certain land use ~~and zoning~~ changes, ~~establish special districts, amend Appendix C,~~ and revise certain exhibits to reflect the changes in the Plan.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of a renewal plan.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following changes in the Urban Renewal Plan for Fells Point are approved:

- (1) On page 7 of the Plan, in A.1., in the line before the last line of the first paragraph and the last line of the paragraph, delete “crossing Lancaster Street, Aliceanna Street, Fleet Street, Eastern Avenue and Bank Street” and substitute “TO A POINT OF INTERSECTION WITH THE NORTH SIDE OF LANCASTER STREET; THENCE WESTERLY TO A POINT OF INTERSECTION WITH THE EAST SIDE OF SOUTH CENTRAL AVENUE; THENCE NORTHERLY ALONG THE EAST SIDE OF SOUTH CENTRAL AVENUE TO THE INTERSECTION WITH THE NORTH SIDE OF FLEET STREET; THENCE EASTERLY TO THE INTERSECTION WITH THE WESTERN RIGHT-OF-WAY LINE OF SOUTH CAROLINE STREET A DISTANCE OF 495 FEET, MORE OR LESS, TO INTERSECT THE SOUTH OUTLINE OF THE PROPERTY KNOWN AS 704-08 CAROLINE STREET; THENCE BINDING ON THE SOUTH OUTLINE OF SAID PROPERTY, WESTERLY A DISTANCE OF 170 FEET TO INTERSECT THE EAST SIDE OF SPRING STREET; THENCE BINDING ON THE EAST SIDE OF SPRING STREET, NORTHERLY A DISTANCE OF 150 FEET, TO THE SOUTH SIDE OF ALICEANNA STREET; THENCE EASTERLY TO INTERSECT THE WEST SIDE OF CAROLINE STREET; THENCE NORTHERLY AND BINDING ON THE WESTERN RIGHT-OF-WAY LINE OF SOUTH CAROLINE STREET”.

- (2) On page 13 of the Plan, in B. 1., after section i, insert

“J. COMMUNITY BUSINESS

IN THE AREA DESIGNATED COMMUNITY BUSINESS ON THE LAND USE PLAN, USES SHALL BE LIMITED TO THOSE USES PERMITTED UNDER THE B-3 CATEGORY OF THE ZONING CODE OF BALTIMORE CITY, EXCEPT FOR BLOOD DONOR CENTERS; CHECK CASHING AGENCIES; DRIVE-IN RESTAURANTS; FEED STORES; FRATERNITY AND SORORITY HOUSES; HORSE STABLES; RESTAURANTS WITH LIVE ENTERTAINMENT; ROOMING HOUSES; TAVERNS; AND TAVERNS WITH LIVE ENTERTAINMENT.

IN THE AREA DESIGNATED COMMUNITY BUSINESS ON THE LAND USE PLAN, CONDITIONAL USES ARE LIMITED TO THOSE THAT ARE CONDITIONAL IN THE B-3-3 ZONING DISTRICT.”

and, on page 13, strike “j.” and “k.”, respectively, and substitute “k.” and “l.”, respectively.

- (2) ~~On page 16 of the Plan, amend B.2.b.(4) to read as follows:~~

~~(4) Height Limits~~

~~EXCEPT IN THE SPECIAL DISTRICTS, the maximum building height of structures shall not exceed 40 feet unless approved in advance by the Commissioner of the Department of Housing Development where the Commissioner finds that a waiver advances the objectives of the Plan or as provided for in Appendix C.~~

- (3) ~~On page 27 of the Plan, in Appendix C, amend the first sentence of Height Limitations to read as follows:~~

~~The height of structures along the waterfront shall not exceed 35 feet except in Areas 1 through 9 AND IN SPECIAL DISTRICTS A THROUGH F, as designated on the accompanying exhibit, where building heights shall be subject to the following limitations:~~

(4) On page 27 of the Plan, in Appendix C, after Area 9, insert

SPECIAL DISTRICTS A-F:

THE PARCELS EAST OF CENTRAL AVENUE ARE INTENDED TO BE A TRANSITION AREA BETWEEN THE HIGHER DENSITIES PERMITTED ON PARCELS Q THROUGH Q5 OF THE INNER HARBOR EAST URBAN RENEWAL AREA AND THE FELLS POINT NEIGHBORHOOD. NEW BUILDINGS SHOULD BE ORIENTED NORTH/SOUTH AND MAY FILL 100% OF THE SITE UP TO 30 FEET HIGH. TALLER PORTIONS OF THE BUILDINGS MAY COVER NO MORE THAN 2/3 OF THE LOT AREA. ACTIVE GROUND FLOOR USES, ESPECIALLY RETAIL, ARE ENCOURAGED.

SPECIAL DISTRICT A: IN THIS AREA BOUNDED BY FLEET STREET, CAROLINE STREET, ALICEANNA STREET, AND SPRING STREET, THE MAXIMUM PERMITTED BUILDING HEIGHT IS 45 FEET.

SPECIAL DISTRICT B: IN THIS AREA BOUNDED BY FLEET STREET, SPRING STREET, ALICEANNA STREET, AND EDEN STREET, THE MAXIMUM PERMITTED BUILDING HEIGHT IS 45 FEET.

SPECIAL DISTRICT C: IN THIS AREA BOUNDED BY FLEET STREET, EDEN STREET, ALICEANNA STREET, AND CENTRAL AVENUE, THE MAXIMUM PERMITTED BUILDING HEIGHT IS 80 FEET.

SPECIAL DISTRICT D: IN THIS AREA BOUNDED BY CAROLINE STREET, ALICEANNA STREET, SPRING STREET, AND LANCASTER STREET, THE MAXIMUM PERMITTED BUILDING HEIGHT IS 45 FEET.

SPECIAL DISTRICT E: IN THIS AREA BOUNDED BY ALICEANNA STREET, LANCASTER STREET, SPRING STREET, AND EDEN STREET, THE MAXIMUM PERMITTED BUILDING HEIGHT IS 45 FEET.

SPECIAL DISTRICT F: IN THIS AREA BOUNDED BY ALICEANNA STREET, LANCASTER STREET, EDEN STREET, AND CENTRAL AVENUE, THE MAXIMUM PERMITTED HEIGHT IS 60 FEET.

~~SECTION 2. AND BE IT FURTHER ORDAINED, That the Renewal Plan designates Special Districts that are considered worthy of special attention regarding future actions within those districts. These Special Districts are considered important as transition areas adjoining the historic Fells Point neighborhood.~~

~~It is the objective of the Renewal Plan, in designating Special Districts, that the height limitations of any future development of these areas, as stated in the Renewal Plan, are strongly encouraged.~~

SECTION 3 2. AND BE IT FURTHER ORDAINED, That the Urban Renewal Plan for Fells Point, as amended by this Ordinance and identified as "Urban Renewal Plan, Fells Point, revised to include Amendment 20, dated June 9, 2003", is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 4 3. AND BE IT FURTHER ORDAINED, That the revisions shown in the amended Urban Renewal Plan on Exhibit 1, Land Use Plan; Exhibit 2, Property Acquisition; Exhibit 3, Land Disposition; Exhibit 4, Zoning Districts; and on Exhibit C, Waterfront Area Controls, all dated ~~June 9, 2003~~ December 2, 2004, are approved.

SECTION 5 4. AND BE IT FURTHER ORDAINED, That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the

procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

SECTION 6 5. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 7 6. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

SECTION 8 7. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-882
(Council Bill 04-1371)**

AN ORDINANCE CONCERNING

**Retirement Systems –
~~Assignments – Divorce Settlements~~ Attachments and Assignments**

FOR the purpose of ~~authorizing certain deductions to be made pursuant to a divorce-settlement agreement under certain circumstances; correcting, clarifying, and conforming certain language; and generally relating to the assignment of pensions, annuities, and retirement allowances~~ amending and clarifying certain anti-alienation provisions that exempt and protect pension benefits from attachment and assignment for the benefit of creditors; adding certain exceptions to the prohibitions against assignments; adding a new anti-alienation provision for the Elected Officials' Retirement System; clarifying, correcting, and conforming certain language; and generally relating to the Retirement Systems of Baltimore City.

BY repealing and reordaining, with amendments

Article 22 - Retirement Systems
Section(s) 11 and 38
Baltimore City Code
(Edition 2000)

BY adding

Article 22 - Retirement Systems

Section(s) 25

Baltimore City Code

(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 22. Retirement Systems

~~Subtitle = Employees' Retirement System~~

~~§ 11. Exemption from assignment and execution.~~

~~(A) IN GENERAL:~~

~~The right of a person to a pension, an annuity, a retirement allowance, or a total retirement benefit, OR to the return of contributions, the pension, annuity, or retirement allowance itself, any optional benefit or death benefit, or any other right or benefit accrued or accruing to any person under [the provisions of] this subtitle, and the [moneys] MONEY in the various funds created by this subtitle, [shall not be] ARE NOT subject to execution, garnishment, attachment, or any other process whatsoever[,] and [shall be] ARE unassignable, except as [follows:] SPECIFIED IN THIS SECTION.~~

~~(B) CITY-AUTHORIZED PAYROLL DEDUCTION:~~

~~(1) [(a) deductions] DEDUCTIONS may be made from the pension, annuity, or total retirement benefits of a retired member or beneficiary for any payroll deduction authorized by the City for its employees, [provided that] IF the retired member or beneficiary has consented [thereto] TO THE DEDUCTION in writing on a form approved by the Director of Finance[; and].~~

~~(2) [(b)] ALL OR ANY PART OF the accumulated contributions [or any part thereof] of a member withdrawing from service may be paid to any person, firm, or corporation for which payroll deductions are authorized by the City for its employees, [provided that] IF the member has consented [thereto] TO THAT PAYMENT in writing. (C) DIVORCE SETTLEMENT:~~

~~DEDUCTIONS MAY BE MADE FROM THE PENSION, ANNUITY, RETIREMENT ALLOWANCE, OR TOTAL RETIREMENT BENEFIT OF A RETIRED MEMBER FOR THE AMOUNT AND UNDER THE TERMS THAT THE MEMBER HAS CONSENTED TO IN AN AGREEMENT WITH THAT MEMBER'S SPOUSE OR FORMER SPOUSE IF:~~

~~(1) THE AGREEMENT IS INTENDED TO SETTLE ALL CLAIMS OF THE SPOUSE OR FORMER SPOUSE IN THE MEMBER'S PENSION, ANNUITY, RETIREMENT ALLOWANCE, OR TOTAL RETIREMENT BENEFIT; AND~~

~~(2) THE AGREEMENT HAS BEEN INCORPORATED INTO A DIVORCE DECREE.~~

Subtitle – Fire and Police Employees' Retirement System**§ 38. Exemption from assignment and execution.****(A) ~~IN GENERAL.~~**

~~The right of a person to a pension, an annuity, or a retirement allowance, OR to the return of contributions, the pension, annuity, or retirement allowance itself, any optional benefit or death benefit, or any OTHER right or benefit accrued or accruing to any person under [the provisions of] this subtitle, and the [moneys] MONEY in the various funds created by this subtitle, [shall not be] ARE NOT subject to execution, garnishment, attachment, or any other process whatsoever and [shall be] ARE unassignable, except as [follows:] SPECIFIED IN THIS SECTION.~~

(B) ~~CITY AUTHORIZED PAYROLL DEDUCTION.~~

- ~~(1) [(a) deductions] DEDUCTIONS may be made from the pension, annuity, or retirement allowance of a retired member for any payroll deduction authorized by the City for its employees, [provided that] IF the retired member has consented [thereto] TO THE DEDUCTION in writing on a form approved by the Director of Finance[; and].~~
- ~~(2) [(b)] ALL OR ANY PART OF the accumulated contributions [or any part thereof] of a member withdrawing from service may be paid to any person, firm, or corporation for which payroll deductions are authorized by the City for its employees, [provided that] IF the member has consented [thereto] TO THAT PAYMENT in writing.~~

(C) ~~DIVORCE SETTLEMENT.~~

~~DEDUCTIONS MAY BE MADE FROM THE PENSION, ANNUITY, OR RETIREMENT ALLOWANCE OF A RETIRED MEMBER FOR THE AMOUNT AND UNDER THE TERMS THAT THE MEMBER HAS CONSENTED TO IN AN AGREEMENT WITH THAT MEMBER'S SPOUSE OR FORMER SPOUSE IF:~~

- ~~(1) THE AGREEMENT IS INTENDED TO SETTLE ALL CLAIMS OF THE SPOUSE OR FORMER SPOUSE IN THE MEMBER'S PENSION, ANNUITY, OR RETIREMENT ALLOWANCE; AND~~
- ~~(2) THE AGREEMENT HAS BEEN INCORPORATED INTO A DIVORCE DECREE.~~

Subtitle – Employees' Retirement System**§ 11. Exemption from assignment and execution.**

[The right of a person to a pension, an annuity, a retirement allowance, or a total retirement benefit, to the return of contributions, the pension, annuity or retirement allowance itself, any optional benefit or death benefit, or any other right or benefit accrued or accruing to any person under the provisions of this subtitle, and the moneys in the various funds created by this subtitle, shall not be subject to execution, garnishment, attachment, or any other process whatsoever, and shall be unassignable, except as follows:

- (a) deductions may be made from the pension, annuity or total retirement benefits of a retired member or beneficiary for any payroll deduction authorized by the City for its employees, provided that the retired member or beneficiary has consented thereto in writing on a form approved by the Director of Finance; and

- (b) the accumulated contributions or any part thereof of a member withdrawing from service may be paid to any person, firm or corporation for which payroll deductions are authorized by the City for its employees, provided that the member has consented thereto in writing.]

(A) IN GENERAL.

- (1) IN THIS SECTION, "SYSTEM" MEANS EITHER THE EMPLOYEES' RETIREMENT SYSTEM OR THE ELECTED OFFICIAL'S RETIREMENT SYSTEM, AS APPLICABLE TO THE CIRCUMSTANCES.
- (2) A PERSON MAY NOT ATTACH, EXECUTE, GARNISH, OR OTHERWISE SEIZE ANY CURRENT OR FUTURE BENEFIT PROVIDED BY A SYSTEM OR ANY MONEY IN A FUND OR AN ACCOUNT CREATED BY A SYSTEM.
- (3) ALL CURRENT AND FUTURE BENEFITS PROVIDED BY A SYSTEM AND ALL MONEY IN A FUND OR AN ACCOUNT CREATED BY A SYSTEM ARE UNASSIGNABLE, EXCEPT AS SPECIFIED IN THIS SECTION.

(B) EXCEPTIONS – PAYROLL DEDUCTIONS.

A RETIREE OR BENEFICIARY OF A SYSTEM MAY ELECT TO HAVE THE BOARD OF TRUSTEES DEDUCT FROM HIS OR HER ALLOWANCE, LUMP-SUM BENEFIT PAYMENT, OR RETURN OF CONTRIBUTIONS, ANY PAYROLL DEDUCTION OR PAYMENT AUTHORIZATION AUTHORIZED BY THE CITY FOR ITS EMPLOYEES, IF THE RETIREE OR BENEFICIARY HAS CONSENTED TO THE DEDUCTION IN WRITING ON A FORM APPROVED BY THE DIRECTOR OF FINANCE.

(C) EXCEPTIONS – COURT ORDERS.

A COURT OF COMPETENT JURISDICTION MAY EXPRESSLY ORDER THAT A BENEFIT OR PAYMENT BY A SYSTEM BE ASSIGNED PURSUANT TO:

- (1) A DECREE OR ORDER OF ALIMONY OR CHILD SUPPORT;
- (2) A DOMESTIC RELATIONS ORDER AS DEFINED IN SUBSECTION (D) OF THIS SECTION; OR
- (3) A COURT ORDER APPOINTING THE ASSIGNEE AS GUARDIAN OVER THE PROPERTY OF THE MEMBER.

(D) EXCEPTIONS – DOMESTIC RELATIONS ORDERS.

A MEMBER'S COURT-APPROVED PROPERTY SETTLEMENT AGREEMENT INCIDENT TO A DIVORCE DECREE OR A DIVISION OF MARITAL PROPERTY PURSUANT TO A COURT ORDER AUTHORIZING THE PAYMENT OF PENSION BENEFITS TO AN ALTERNATE PAYEE (AS DEFINED IN THE INTERNAL REVENUE CODE, 26 U.S.C. § 414(P)(8), AS AMENDED) SHALL BE ACCEPTED BY THE BOARD AS A DOMESTIC RELATIONS ORDER IF THAT DECREE OR ORDER:

- (1) DOES NOT REQUIRE A SYSTEM TO PROVIDE ANY TYPE OR FORM OF BENEFIT OR ANY OPTIONS NOT ALREADY PROVIDED BY THE SYSTEM;
- (2) REQUIRES A SYSTEM TO PROVIDE NO MORE THAN THE TOTAL AMOUNT OF BENEFITS THAT THE MEMBER WOULD OTHERWISE RECEIVE (DETERMINED ON THE BASIS OF ACTUARIAL VALUES);

- (3) SPECIFIES THE AMOUNT OR PERCENTAGE OF THE MEMBER'S BENEFITS TO BE PAID BY THE SYSTEM TO AN ALTERNATE PAYEE OR THE MANNER IN WHICH THE AMOUNT OR PERCENTAGE IS TO BE DETERMINED;
- (4) SPECIFIES (OR, TO PROTECT THE PARTIES' PRIVACY, REQUIRES SUBMISSION BY SEPARATE WRITING OF) THE NAME, SOCIAL SECURITY NUMBER, BIRTH DATE, AND LAST KNOWN MAILING ADDRESS OF THE MEMBER AND OF THE ALTERNATE PAYEE COVERED BY THE ORDER AND STATES THAT IT IS THE RESPONSIBILITY OF THE ALTERNATE PAYEE TO KEEP A CURRENT MAILING ADDRESS ON FILE WITH THE SYSTEM;
- (5) DOES NOT GRANT AN ALTERNATE PAYEE ANY OF THE RIGHTS, OPTIONS, OR PRIVILEGES OF A RETIREE OR BENEFICIARY OTHER THAN AN ASSIGNED PERCENTAGE OR AMOUNT OF THE MEMBER'S PENSION BENEFIT OR SURVIVORSHIP BENEFIT;
- (6) DOES NOT REQUIRE A SYSTEM TO COMMENCE PAYMENT OF ANY TYPE OR FORM OF BENEFIT TO AN ALTERNATE PAYEE PRIOR TO A MEMBER'S ACTUAL DATE OF RETIREMENT OR DEATH; AND
- (7) DOES NOT REQUIRE A SYSTEM TO TREAT THE ALTERNATE PAYEE AS A SURVIVING SPOUSE.

(E) EXCEPTIONS – FEDERAL TAX LIENS.

IN SATISFACTION OF A U.S. INTERNAL REVENUE SERVICE NOTICE OF LEVY FOR UNPAID TAXES OF A MEMBER OR BENEFICIARY THAT HAS TERMINATED EMPLOYMENT, A SYSTEM MAY PAY ALL OR PART OF:

- (1) A MEMBER'S OR BENEFICIARY'S BENEFITS FROM THE SYSTEM; OR
- (2) A MEMBER'S REFUND OF ACCUMULATED CONTRIBUTIONS, IN WHICH CASE THE NON-TAX-DEFERRED PORTION OF THOSE CONTRIBUTIONS SHALL BE DEEMED TO HAVE BEEN PAID IN SATISFACTION OF THE LEVY BEFORE ANY TAX-DEFERRED CONTRIBUTIONS.

(F) EXCEPTIONS – POWER OF ATTORNEY.

A SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MEMBER OR BENEFICIARY TO THAT MEMBER'S OR BENEFICIARY'S ATTORNEY-IN-FACT, AS AGENT OF THE MEMBER OR BENEFICIARY, IF THE MEMBER OR BENEFICIARY PROPERLY DESIGNATED THE ATTORNEY-IN-FACT TO ACT AS AGENT UNDER A DULY EXECUTED DURABLE POWER OF ATTORNEY.

(G) EXCEPTIONS – CUSTODIAN UNDER UNIFORM TRANSFERS TO MINORS' ACT.

A SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MINOR BENEFICIARY TO A CUSTODIAN VALIDLY APPOINTED FOR THE MINOR UNDER THE MARYLAND UNIFORM TRANSFERS TO MINORS ACT, TITLE 13, SUBTITLE 3, OF THE MARYLAND ESTATES AND TRUSTS ARTICLE OR A SIMILAR OUT-OF-STATE PROVISION.

(H) EXCEPTIONS – TRUSTEE.

A SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MEMBER OR BENEFICIARY TO THE MEMBER'S OR BENEFICIARY'S TRUSTEE, AS TRUSTEE OF THE MEMBER OR BENEFICIARY, IF THE TRUSTEE WAS DESIGNATED TRUSTEE OF THE MEMBER OR BENEFICIARY UNDER AN ENFORCEABLE *INTER VIVOS* OR TESTAMENTARY TRUST AGREEMENT.

(I) EXCEPTIONS – REPRESENTATIVE PAYEE.

A SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MEMBER OR BENEFICIARY TO THE MEMBER'S OR BENEFICIARY'S SOCIAL SECURITY "REPRESENTATIVE PAYEE" PURSUANT TO THE SOCIAL SECURITY ACT, 42 U.S.C. § 405(J), AS AMENDED.

(J) EXCEPTIONS – PAYMENTS OF FUNERAL EXPENSES.

A SYSTEM MAY PAY ALL OR PART OF A DEATH BENEFIT PAYABLE ON ACCOUNT OF THE DEATH OF A MEMBER TO A FUNERAL ESTABLISHMENT PROVIDING FUNERAL SERVICES TO THE DECEASED MEMBER, IF THE BENEFICIARY OF THE MEMBER HAS CONSENTED TO THAT PAYMENT IN WRITING ON A FORM APPROVED BY THE BOARD.

(K) NOTICE TO BOARD OF TRUSTEES.

AN ASSIGNMENT UNDER THIS SECTION APPLIES ONLY TO BENEFITS PAID AFTER THE BOARD OF TRUSTEES RECEIVES:

- (1) WRITTEN NOTICE OF THE COURT DECREE OR ORDER, POWER OF ATTORNEY, CUSTODIAL INSTRUMENT OF DESIGNATION, TRUST DOCUMENT, PAYEE REPRESENTATIVE CERTIFICATION, ASSIGNMENT TO FUNERAL ESTABLISHMENT, OR NOTICE OF TAX LEVY; AND
- (2) ANY ADDITIONAL INFORMATION THAT THE BOARD OF TRUSTEES REQUIRES.

(L) NOTICE OF FRAUD OR MISUSE.

IF THE BOARD OF TRUSTEES, THE SOCIAL SECURITY ADMINISTRATION, OR A COURT OF COMPETENT JURISDICTION DETERMINES THAT FUNDS PAID TO ANY PERSON UNDER THIS SECTION HAVE BEEN MISUSED, PAYMENT OF BENEFITS WILL BE PROMPTLY REVOKED.

(M) LIMITATION ON BOARD'S LIABILITY.

THE BOARD OF TRUSTEES IS NOT LIABLE FOR AN IMPROPER PAYMENT TO A PERSON THAT RESULTS FROM THE BOARD'S NONRECEIPT OF:

- (1) WRITTEN NOTICE OF THE COURT DECREE OR ORDER, POWER OF ATTORNEY, CUSTODIAL INSTRUMENT OF DESIGNATION, TRUST DOCUMENT, PAYEE REPRESENTATIVE CERTIFICATION, ASSIGNMENT TO FUNERAL ESTABLISHMENT, OR NOTICE OF TAX LEVY; OR
- (2) ANY ADDITIONAL INFORMATION THAT THE BOARD REQUIRED IN ORDER TO EXECUTE THE PAYMENT.

Subtitle – Elected Officials' Retirement System

§ 25. EXEMPTION FROM ASSIGNMENT AND EXECUTION.

ANY CURRENT OR FUTURE BENEFIT PROVIDED BY THIS SYSTEM AND ANY MONEY IN A FUND OR AN ACCOUNT CREATED BY THIS SYSTEM IS EXEMPT FROM ATTACHMENT, ASSIGNMENT, OR EXECUTION AS PROVIDED IN § 11 OF THIS ARTICLE, SUBJECT TO THE EXCEPTIONS DELINEATED IN THAT SECTION.

Subtitle – Fire and Police Employees’ Retirement System

§ 38. Exemption from assignment and execution.

[The right of a person to a pension, an annuity or a retirement allowance, to the return of contributions, the pension, annuity or retirement allowance itself, any optional benefit or death benefit, or any right or benefit accrued or accruing to any person under the provisions of this subtitle, and the moneys in the various funds created by this subtitle, shall not be subject to execution, garnishment, attachment, or any other process whatsoever and shall be unassignable except as follows:

- (a) deductions may be made from the pension, annuity or retirement allowance of a retired member for any payroll deduction authorized by the City for its employees, provided that the retired member has consented thereto in writing on a form approved by the Director of Finance; and
- (b) the accumulated contributions or any part thereof of a member withdrawing from service may be paid to any person, firm or corporation for which payroll deductions are authorized by the City for its employees, provided that the member has consented thereto in writing.]

(A) IN GENERAL.

- (1) A PERSON MAY NOT ATTACH, EXECUTE, GARNISH, OR OTHERWISE SEIZE ANY CURRENT OR FUTURE BENEFIT PROVIDED BY THIS SYSTEM OR ANY MONEY IN A FUND OR AN ACCOUNT CREATED BY THIS SYSTEM.
- (2) ALL CURRENT AND FUTURE BENEFITS PROVIDED BY THIS SYSTEM AND ALL MONEY IN A FUND OR AN ACCOUNT CREATED BY THIS SYSTEM ARE UNASSIGNABLE, EXCEPT AS SPECIFIED IN THIS SECTION.

(B) EXCEPTIONS – PAYROLL DEDUCTIONS.

A RETIREE OR BENEFICIARY MAY ELECT TO HAVE THE BOARD OF TRUSTEES DEDUCT FROM HIS OR HER ALLOWANCE, LUMP-SUM BENEFIT PAYMENT, OR RETURN OF CONTRIBUTIONS, ANY PAYROLL DEDUCTION OR PAYMENT AUTHORIZATION AUTHORIZED BY THE CITY FOR ITS EMPLOYEES, IF THE RETIREE OR BENEFICIARY HAS CONSENTED TO THE DEDUCTION IN WRITING ON A FORM APPROVED BY THE DIRECTOR OF FINANCE.

(C) EXCEPTIONS – COURT ORDERS.

A COURT OF COMPETENT JURISDICTION MAY EXPRESSLY ORDER THAT A BENEFIT OR PAYMENT BY THE SYSTEM BE ASSIGNED PURSUANT TO:

- (1) A DECREE OR ORDER OF ALIMONY OR CHILD SUPPORT;
- (2) A DOMESTIC RELATIONS ORDER AS DEFINED IN SUBSECTION (D) OF THIS SECTION; OR
- (3) A COURT ORDER APPOINTING THE ASSIGNEE AS GUARDIAN OVER THE PROPERTY OF THE MEMBER.

(D) EXCEPTIONS – DOMESTIC RELATIONS ORDERS.

A MEMBER’S COURT-APPROVED PROPERTY SETTLEMENT AGREEMENT INCIDENT TO A DIVORCE DECREE OR A DIVISION OF MARITAL PROPERTY PURSUANT TO A COURT ORDER AUTHORIZING THE PAYMENT OF PENSION BENEFITS TO AN ALTERNATE PAYEE (AS DEFINED IN THE INTERNAL REVENUE CODE, 26 U.S.C.

§ 414(P)(8), AS AMENDED) SHALL BE ACCEPTED BY THE BOARD AS A DOMESTIC RELATIONS ORDER IF THAT DECREE OR ORDER:

- (1) DOES NOT REQUIRE THE SYSTEM TO PROVIDE ANY TYPE OR FORM OF BENEFIT OR ANY OPTIONS NOT ALREADY PROVIDED BY THIS SUBTITLE;
- (2) REQUIRES THE SYSTEM TO PROVIDE NO MORE THAN THE TOTAL AMOUNT OF BENEFITS THAT THE MEMBER WOULD OTHERWISE RECEIVE (DETERMINED ON THE BASIS OF ACTUARIAL VALUES);
- (3) SPECIFIES THE AMOUNT OR PERCENTAGE OF THE MEMBER'S BENEFITS TO BE PAID BY THE SYSTEM TO AN ALTERNATE PAYEE OR THE MANNER IN WHICH THE AMOUNT OR PERCENTAGE IS TO BE DETERMINED;
- (4) SPECIFIES (OR, TO PROTECT THE PARTIES' PRIVACY, REQUIRES SUBMISSION BY SEPARATE WRITING OF) THE NAME, SOCIAL SECURITY NUMBER, BIRTH DATE, AND LAST KNOWN MAILING ADDRESS OF THE MEMBER AND OF THE ALTERNATE PAYEE COVERED BY THE ORDER AND STATES THAT IT IS THE RESPONSIBILITY OF THE ALTERNATE PAYEE TO KEEP A CURRENT MAILING ADDRESS ON FILE WITH THE SYSTEM;
- (5) DOES NOT GRANT AN ALTERNATE PAYEE ANY OF THE RIGHTS, OPTIONS, OR PRIVILEGES OF A RETIREE OR BENEFICIARY UNDER THIS SUBTITLE OTHER THAN AN ASSIGNED PERCENTAGE OR AMOUNT OF THE MEMBER'S PENSION BENEFIT OR SURVIVORSHIP BENEFIT;
- (6) DOES NOT REQUIRE THE SYSTEM TO COMMENCE PAYMENT OF ANY TYPE OR FORM OF BENEFIT TO AN ALTERNATE PAYEE PRIOR TO A MEMBER'S ACTUAL DATE OF RETIREMENT OR DEATH; AND
- (7) DOES NOT REQUIRE THE SYSTEM TO TREAT THE ALTERNATE PAYEE AS A SURVIVING SPOUSE.

(E) EXCEPTIONS – FEDERAL TAX LIENS.

IN SATISFACTION OF A U.S. INTERNAL REVENUE SERVICE NOTICE OF LEVY FOR UNPAID TAXES OF A MEMBER OR BENEFICIARY THAT HAS TERMINATED EMPLOYMENT, THE SYSTEM MAY PAY ALL OR PART OF:

- (1) A MEMBER'S OR BENEFICIARY'S BENEFITS FROM THE SYSTEM; OR
- (2) A MEMBER'S REFUND OF ACCUMULATED CONTRIBUTIONS, IN WHICH CASE THE NON-TAX-DEFERRED PORTION OF THOSE CONTRIBUTIONS SHALL BE DEEMED TO HAVE BEEN PAID IN SATISFACTION OF THE LEVY BEFORE ANY TAX-DEFERRED CONTRIBUTIONS.

(F) EXCEPTIONS – POWER OF ATTORNEY.

THE SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MEMBER OR BENEFICIARY TO THAT MEMBER'S OR BENEFICIARY'S ATTORNEY-IN-FACT, AS AGENT OF THE MEMBER OR BENEFICIARY, IF THE MEMBER OR BENEFICIARY PROPERLY DESIGNATED THE ATTORNEY-IN-FACT TO ACT AS AGENT UNDER A DULY EXECUTED DURABLE POWER OF ATTORNEY.

(G) EXCEPTIONS – CUSTODIAN UNDER UNIFORM TRANSFERS TO MINORS' ACT.

THE SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MINOR BENEFICIARY TO A CUSTODIAN VALIDLY APPOINTED FOR THE MINOR UNDER THE MARYLAND UNIFORM TRANSFERS TO MINORS ACT, TITLE 13, SUBTITLE 3, OF THE MARYLAND ESTATES AND TRUSTS ARTICLE OR SIMILAR OUT-OF-STATE PROVISION.

(H) EXCEPTIONS – TRUSTEE.

THE SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MEMBER OR BENEFICIARY TO THE MEMBER'S OR BENEFICIARY'S TRUSTEE, AS TRUSTEE OF THE MEMBER OR BENEFICIARY, IF THE TRUSTEE WAS DESIGNATED TRUSTEE OF THE MEMBER OR BENEFICIARY UNDER AN ENFORCEABLE INTER VIVOS OR TESTAMENTARY TRUST AGREEMENT.

(I) EXCEPTIONS – REPRESENTATIVE PAYEE.

THE SYSTEM MAY PAY THE BENEFITS OTHERWISE DUE A MEMBER OR BENEFICIARY TO THE MEMBER'S OR BENEFICIARY'S SOCIAL SECURITY "REPRESENTATIVE PAYEE" PURSUANT TO THE SOCIAL SECURITY ACT, 42 U.S.C. § 405(J), AS AMENDED.

(J) EXCEPTIONS – PAYMENTS OF FUNERAL EXPENSES.

THE SYSTEM MAY PAY ALL OR PART OF A DEATH BENEFIT PAYABLE ON ACCOUNT OF THE DEATH OF A MEMBER TO A FUNERAL ESTABLISHMENT PROVIDING FUNERAL SERVICES TO THE DECEASED MEMBER, IF THE BENEFICIARY OF THE MEMBER HAS CONSENTED TO THAT PAYMENT IN WRITING ON A FORM APPROVED BY THE BOARD.

(K) NOTICE TO BOARD OF TRUSTEES.

AN ASSIGNMENT UNDER THIS SECTION APPLIES ONLY TO BENEFITS PAID AFTER THE BOARD OF TRUSTEES RECEIVES:

- (1) WRITTEN NOTICE OF THE COURT DECREE OR ORDER, POWER OF ATTORNEY, CUSTODIAL INSTRUMENT OF DESIGNATION, TRUST DOCUMENT, PAYEE REPRESENTATIVE CERTIFICATION, ASSIGNMENT TO FUNERAL ESTABLISHMENT, OR NOTICE OF TAX LEVY; AND
- (2) ANY ADDITIONAL INFORMATION THAT THE BOARD OF TRUSTEES REQUIRES.

(L) NOTICE OF FRAUD OR MISUSE.

IF THE BOARD OF TRUSTEES, THE SOCIAL SECURITY ADMINISTRATION, OR A COURT OF COMPETENT JURISDICTION DETERMINES THAT FUNDS PAID TO ANY PERSON UNDER THIS SECTION HAVE BEEN MISUSED, PAYMENT OF BENEFITS WILL BE PROMPTLY REVOKED.

(M) LIMITATION ON BOARD'S LIABILITY.

THE BOARD OF TRUSTEES IS NOT LIABLE FOR AN IMPROPER PAYMENT TO A PERSON THAT RESULTS FROM THE BOARD'S NONRECEIPT OF:

- (1) WRITTEN NOTICE OF THE COURT DECREE OR ORDER, POWER OF ATTORNEY, CUSTODIAL INSTRUMENT OF DESIGNATION, TRUST DOCUMENT, PAYEE REPRESENTATIVE CERTIFICATION, ASSIGNMENT TO FUNERAL ESTABLISHMENT, OR NOTICE OF TAX LEVY; OR

(2) ANY ADDITIONAL INFORMATION THAT THE BOARD REQUIRED IN ORDER TO EXECUTE THE PAYMENT.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-883
(Council Bill 04-1490)**

AN ORDINANCE CONCERNING

**Zoning – Conditional Use Convalescent, Nursing,
and Rest Home (Assisted Living) – 148 South Monastery Avenue**

FOR the purpose of permitting, subject to certain conditions, the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 148 South Monastery Avenue, as outlined in red on the accompanying plat.

BY authority of

Article - Zoning
Section(s) 4-904(1) and 14-102
Baltimore City Revised Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That permission is granted for the establishment, maintenance, and operation of a convalescent, nursing, and rest home (assisted living) on the property known as 148 South Monastery Avenue, as outlined in red on the plat accompanying this Ordinance, in accordance with Baltimore City Zoning Code §§ 4-904(1) and 14-102, subject to the ~~condition that the~~ following conditions:

1. The maximum number of residents is 9, including a resident manager.
2. 24-hour supervision must be provided.
3. Sleeping rooms for clients may not be in the basement.
4. There may be no exterior sign on the facility other than a nameplate no larger than 6 inches wide by 6 inches high.
5. The convalescent, nursing, and rest home (assisted living) ~~complies~~ must comply with all applicable federal, state, and local licensing and certification requirements.

SECTION 2. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-884
(Council Bill 04-1493)**

AN ORDINANCE CONCERNING

**Planned Unit Development — Amendment —
Port Covington**

FOR the purpose of approving certain amendments to the Development Plan of the Port Covington Planned Unit Development.

BY authority of

Article - Zoning
Title 9, Subtitles 1 and 5
Baltimore City Revised Code
(Edition 2000)

Recitals

By Ordinance 90-425, as last amended by Ordinance 02-431, the Mayor and City Council approved the application of Western Maryland Railway Company to have certain property located in Baltimore City and bounded generally by Light Street on the west, the Middle Branch of the Patapsco River on the south, the Maryland Port Administration Long Line Facility Basin on the east, and Cromwell Street on the north, consisting of 68 acres, more or less, together with certain piers and riparian areas, including certain portions of the property that were subject to leases, designated as an Industrial Planned Unit Development and approved the Development Plan submitted by the applicant.

301 Partnership, LLC, wishes to amend the Development Plan, as previously approved by the Mayor and City Council, to allow for the relocation of its existing marine services and repair operation and provide for future development in Areas II, III, and IV of the Plan.

On July 9, 2004, representatives of 301 Partnership, LLC, met with the Department of Planning for a preliminary conference to explain the scope and nature of the proposed amendments to the Development Plan.

The representatives of 301 Partnership, LLC, have now applied to the Baltimore City Council for approval of these amendments, and they have submitted amendments to the Development Plan intended to satisfy the requirements of Title 9, Subtitles 1 and 5 of the Baltimore City Zoning Code.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor and City Council approves the amendments to the Development Plan submitted by the Developer, as attached to and made part of this Ordinance, including Sheet 1, "Existing Conditions", dated ~~July 7, 2004, and Sheet 2, "Proposed Site Plan", dated July 7, 2004~~ October 19, 2004, Sheet 2, "Area Plan", dated September 28, 2004, Sheet 3, "Proposed Development Plan Master Plan", dated October 19, 2004, Sheet 4, "Proposed Development Plan Area North of Spine Road", dated October 19, 2004, and Sheet 5, "Landscaped Buffer Sections", dated September 28, 2004.

SECTION 2. AND BE IT FURTHER ORDAINED, That Section 3.b.5. of Ordinance 90-425 is amended to read as follows:

SEC. 3. AND BE IT FURTHER ORDAINED, That in accordance with the provisions of ~~Sec. 12-0-5(a)~~ ZONING CODE § 7-206 the following uses are permitted within the Industrial Planned Development:

b. In addition:

5. Marinas - not to exceed ~~800~~ 400 on-land or in-water slips (provided that no boat repair facilities ~~shall be~~ ARE ONLY allowed IN AREA I ~~III~~).

SECTION 3. AND BE IT FURTHER ORDAINED, That Section 3 of Ordinance 00-57 is amended to read as follows:

SECTION 3. AND BE IT FURTHER ORDAINED, That, notwithstanding the provisions of Section 3 of the Existing PUD:

- a. In accordance with the provisions of Zoning Code § 9-502, all uses permitted in the underlying M-1 District are allowed within Area AREAS I, II, III, AND IV.
- F. IN ACCORDANCE WITH THE PROVISIONS OF ZONING CODE § 9-502, RESIDENTIAL USES BASED ON DENSITY OF 750 SQUARE FEET OF LOT SIZE PER DWELLING UNIT ARE SPECIFICALLY AUTHORIZED IN AREAS II AND IV, BUT NOT ON PIER 6 OF THE DEVELOPMENT PLAN.
 - (1) HOUSING ON PIERS MUST MEET THE DESIGN STANDARDS AND OTHER PROVISIONS OF ORDINANCE 04-803.
 - (2) THIS HOUSING MUST BE BUFFERED FROM INDUSTRIAL USES, AND ITS LAYOUT AND DESIGN MUST GO BEFORE THE SITE PLAN REVIEW COMMITTEE AND THE DESIGN ADVISORY PANEL. FINAL DESIGN APPROVAL FROM THE PLANNING COMMISSION IS REQUIRED.
- G. IN ACCORDANCE WITH THE PROVISIONS OF ZONING CODE § 9-503, IN AREA III, THE FOLLOWING USES ARE ALSO ALLOWED:
 - (1) BOAT REPAIR IS SPECIFICALLY AUTHORIZED, ALONG WITH ALL NORMAL AND CUSTOMARY ACTIVITIES ASSOCIATED WITH A FULL SERVICE 400-SLIP MARINA AND BOAT REPAIR BUSINESS.
 - (2) SURFACE PARKING.

SECTION 4. AND BE IT FURTHER ORDAINED, That structures on piers, other than water dependent facilities, are permitted per Ordinance 04-803 and its accompanying commercial zone pier development plans, approved August 13, 2004.

SECTION 3 5. AND BE IT FURTHER ORDAINED, That the March 6, 1997 Minor Amendment approved by the Planning Commission for the berthing of 2 Navy ships at Pier 6 be incorporated with this approval in accordance with the new approved development plan.

SECTION 4 6. AND BE IT FURTHER ORDAINED, That all plans for the construction of permanent improvements on the property are subject to final design approval by the Planning Commission to insure that the plans are consistent with the Development Plan and this Ordinance.

SECTION 5 7. AND BE IT FURTHER ORDAINED, That the Planning Department may determine what constitutes minor or major modifications to the Plan. Minor modifications require approval by the Planning Commission. Major modifications require approval by Ordinance.

SECTION 6 8. AND BE IT FURTHER ORDAINED, That as evidence of the authenticity of the accompanying amended Development Plan and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the amended Development Plan; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the amended Development Plan; and (iii) the Director of Finance then shall transmit a copy of this Ordinance and the amended Development Plan to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

SECTION 7 9. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-885
(Council Bill 04-1504)**

AN ORDINANCE CONCERNING

Franchise – Comcast of Baltimore City, L.P.

FOR the purpose of granting a franchise to Comcast of Baltimore City, L.P., to construct, operate, and maintain a cable communications system in and across certain streets and public ways, 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)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to Comcast of Baltimore City, L.P. (the “Grantee”) to construct, operate, and maintain a cable communications system, subject to the terms and conditions of this Ordinance and the Franchise Agreement between the Mayor and City Council of Baltimore and the Grantee, in substantially the form attached to this Ordinance, as approved by the Board of Estimates, with modifications adopted November 10, 2004 (the “Franchise Agreement”).

SECTION 2. AND BE IT FURTHER ORDAINED, That Grantee shall provide a modern and uniform cable communications system to the residents and institutions within the service area delineated in the Franchise Agreement (the “Service Area”) and, to that end, may construct, operate, and maintain this cable communications system, as specified in the Franchise Agreement, in and across the streets and public ways in the Service Area.

SECTION 3. AND BE IT FURTHER ORDAINED, That for the franchise or right granted by this Ordinance (the “Franchise”) to become effective, the Grantee must notify the Board of Estimates, within 30 days of the effective date of this Ordinance, that the Grantee accepts the Franchise. The Grantee’s failure to so notify the Board of Estimates constitutes a refusal to accept the Franchise, and, in that event, this Ordinance and the Franchise granted by it will be abrogated and of no further effect.

SECTION 4. AND BE IT FURTHER ORDAINED, That also for the Franchise to become effective, the Franchise must be executed and enjoyed by the Grantee within 6 months after the effective date of this Ordinance.

SECTION 5. AND BE IT FURTHER ORDAINED, That the term of the Franchise is 12 years, commencing on the effective date of this Ordinance, subject to renewal terms and to earlier termination as provided in the Franchise Agreement.

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 this Ordinance takes effect on the date it is enacted.

**BALTIMORE CITY CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE MAYOR AND CITY COUNCIL OF BALTIMORE
AND
COMCAST OF BALTIMORE CITY, L.P.**

TABLE OF CONTENTS

INTRODUCTORY CLAUSES

SECTION 1. DEFINED TERMS.

SECTION 2. GRANT OF AUTHORITY; TERM.

- 2.1 Grant of Franchise.
- 2.2 Term of Franchise

- 2.3 Renewal
- 2.4 Reservation of Authority
- 2.5 Competitive Equity

SECTION 3. CONSTRUCTION STANDARDS.

- 3.1 General Requirement
- 3.2 Standards and Specifications
- 3.3 Licenses and Permits
- 3.4 Right of Inspection
- 3.5 Report on Permits
- 3.6 New Grades or Lines
- 3.7 Movement of Cables, Wires, and Other Equipment
- 3.8 Emergency Removal
- 3.9 Notices of Construction
- 3.10 Protection of Public Property and Landmarks
- 3.11 Pavement Cut Coordination
- 3.12 Safety Precautions
- 3.13 No Interference with Facilities or Equipment
- 3.14 Trimming of Trees and Vegetation
- 3.15 Aerial and Underground Construction
- 3.16 Open Conductors and Sheathing
- 3.17 Poles and Facilities
- 3.18 Map Accuracy
- 3.19 Storage of Slack Coil
- 3.20 Membership Required

SECTION 4. SERVICE OBLIGATIONS.

- 4.1 Service to All Persons
- 4.2 Requests for Service
- 4.3 Prohibition Against Reselling Service
- 4.4 Disconnection for Cause
- 4.5 Residential Subscribers Served under Bulk Agreements
- 4.6 Cable Service to New Developments
- 4.7 Continuity of Service
- 4.8 Location of Headquarters
- 4.9 Classification of Cable Modem Service
- 4.10 Ownership of Installed Wiring

SECTION 5. CABLE SYSTEM FACILITIES, EQUIPMENT, AND SERVICES.

- 5.1 Cable System Design and Capacity; Technical Performance
- 5.2 Signal Quality and Security
- 5.3 Leased Services
- 5.4 Interactive Services/Two-Way Cable Modem Service
- 5.5 Audio Services
- 5.6 Digital Television Programming
- 5.7 Signals/Channels
- 5.8 Parity with Neighboring Jurisdictions
- 5.9 Testing
- 5.10 Headend/Hubs Design and Intrasystem Interconnection
- 5.11 System Bandwidth and Capacity

SECTION 6. PUBLIC SERVICES.

- 6.1 Provision of Peg Channels
- 6.2 Number of Peg Channels
- 6.3 Allocation and Use of Peg Channels
- 6.4 Signal Input Points
- 6.5 Capital Support for Equipment and Facilities for Peg Channels
- 6.6 Publicity
- 6.7 Services to Government, Educational, and Other Facilities
- 6.8 Leased Access
- 6.9 Cost Borne by Franchisee
- 6.10 Institutional Network

SECTION 7. EMPLOYMENT AND PURCHASING.

- 7.1 Equal Employment Opportunity
- 7.2 Hiring
- 7.3 MBE/WBE
- 7.4 Prequalification
- 7.5 Compliance

SECTION 8. FEES AND CHARGES.

- 8.1 General Requirement
- 8.2 Notice of Change
- 8.3 No Discrimination
- 8.4 Service to Disabled Subscribers
- 8.5 Subsequent Changes

**SECTION 9. CUSTOMER SERVICE STANDARDS, CUSTOMER BILLS, AND
PRIVACY PROTECTION.**

- 9.1 Consumer Protection Standards
- 9.2 Customer Bills
- 9.3 Privacy Protection
- 9.4 Service Centers; Bill Payment Locations; Administrative Office
- 9.5 Service Interruptions
- 9.6 Service Complaints
- 9.7 Information to Subscribers
- 9.8 No Interference with Customer Equipment

SECTION 10. FRANCHISE FEES.

- 10.1 Franchise Fees; Payment Due
- 10.2 Quarterly Report
- 10.3 Acceptance by City
- 10.4 Itemization
- 10.5 Ordinary Business Expense
- 10.6 Payments to Be Made to the City
- 10.7 Franchise Fee and Other Audits
- 10.8 Not Franchise Fees

- 10.9 Method of Payment
- 10.10 Interest on Late Payments

SECTION 11. OVERSIGHT AND REGULATION BY CITY.

- 11.1 Oversight
- 11.2 City Reservation of Authority
- 11.3 Franchisee's Participation in Meetings and Hearings
- 11.4 Performance Evaluation Sessions
- 11.5 General Provisions Regarding Reports and Records
- 11.6 Franchisee Report
- 11.7 Related Services Report
- 11.8 Upgrade Progress
- 11.9 Technical Performance Documents
- 11.10 Additional Filings
- 11.11 Books and Records
- 11.12 Inspection of Cable System
- 11.13 Files for Public Inspection
- 11.14 Transfer of Interest
- 11.15 Transfer of Control or Stock
- 11.16 Petition
- 11.17 Transfer Review Period
- 11.18 Notice to Franchisee That Information Is Complete; Extensions
- 11.19 City Decision
- 11.20 Scope of Inquiry
- 11.21 Conditions
- 11.22 Franchisee Liability
- 11.23 Permitted Encumbrances
- 11.24 Effect of Unauthorized Sale or Transfer
- 11.25 No Waiver

SECTION 12. INSURANCE AND INDEMNITY.

- 12.1 Liability
- 12.2 Indemnification
- 12.3 Insurance

SECTION 13. ENFORCEMENT, REMEDIES, AND TERMINATION.

- 13.1 Rights and Remedies Not Exclusive
- 13.2 Security Fund
- 13.3 Liquidated Damages
- 13.4 Remedies for Breach
- 13.5 Obligations upon Termination
- 13.6 City's Right to Order Removal or to Acquire or Effect a Transfer of the System
- 13.7 Franchisee's Obligations
- 13.8 Other Provisions
- 13.9 Termination
- 13.10 Performance Bond

SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 Delays and Failures Beyond Control of Franchisee
- 14.2 Notice
- 14.3 Public Notice
- 14.4 Appendices
- 14.5 Entire Agreement
- 14.6 Modification
- 14.7 Severability
- 14.8 Preemption
- 14.9 Governing Law
- 14.10 Priority of Maryland Laws
- 14.11 Action Taken by City
- 14.12 Venue
- 14.13 Additional Representations and Warranties
- 14.14 Survival of Representations and Warranties
- 14.15 No Waiver; Cumulative Remedies
- 14.16 Cooperation
- 14.17 No Opposition
- 14.18 Binding Effect
- 14.19 No Recourse Against the City
- 14.20 Interpretation
- 14.21 Headings and Interpretation
- 14.22 Terms
- 14.23 Days and Time; Computation of Time
- 14.24 No Agency
- 14.25 Delegation of City Rights
- 14.26 No Third Party Beneficiaries
- 14.27 Time of the Essence

APPENDIX A. SYSTEM CHARACTERISTICS**APPENDIX B. PEG SIGNAL INPUT POINTS****APPENDIX C. FACILITIES RECEIVING COURTESY CABLE SERVICE****APPENDIX D. RATE CARD****APPENDIX E. FORM OF LETTER OF CREDIT****APPENDIX F. OWNERSHIP INTERESTS****BALTIMORE CITY CABLE TELEVISION FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT is made and entered into this _____ day of _____, 2004, by and between THE MAYOR AND THE CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland ("City"), and COMCAST OF BALTIMORE CITY, L.P., a Colorado limited partnership with its principal place of business at 5801 Metro Drive, Baltimore, Maryland ("Franchisee"):

WITNESSETH:

WHEREAS, the City, pursuant to Article II, Sec. 35A and Article VIII of the City Charter (as defined in Section 1), is authorized to grant and renew non-exclusive, revocable franchises for Cable Services (as defined in Section 1) within the City; and

WHEREAS, pursuant to the federal Cable Act (as defined in Section 1), the Congress established certain procedures and standards for cable franchising and renewal of franchises in order to, among other purposes, encourage the growth and development of cable systems, assure that cable systems are responsive to the needs and interests of the local community, assure that cable operators provide and are encouraged to provide the widest possible diversity of information services and other services to the public and assure that access to Cable Services is not denied to any Person (as defined in Section 1); and

WHEREAS, pursuant to Ordinance No. 263, duly adopted by the City on December 21, 1984, the City granted the predecessor in interest of the Franchisee (as defined in Section 1 hereof), a franchise for the provision of cable television services (the "Prior Franchise"), the terms of which are set forth in a Franchise Agreement between the City and United Cable Television of Baltimore, Inc., dated as of November 29, 1984, as amended by the Supplemental Cable Franchise Agreement between the City and United Cable Television of Baltimore Limited Partnership, dated as of February 26, 1993, which was incorporated in Ordinance No. 217, approved on May 13, 1993; and

WHEREAS, Franchisee has requested that the City renew the non-exclusive Prior Franchise on terms to be agreed by the City and the Franchisee; and

WHEREAS, in response to the renewal request submitted by the Franchisee, the City, pursuant to the terms of the Cable Act, reviewed the performance of the Franchisee under the Prior Franchise, performed a technical review of the system, identified the future cable-related community needs and interests, and issued a request for renewal proposal for the cable television franchise, to which the Franchisee responded; and

WHEREAS, the Franchisee offered to provide certain facilities and equipment as well as various services (as defined in Section 1) and to perform certain additional undertakings and the Franchisee and the City subsequently engaged in arm's-length negotiations regarding the terms and conditions of a proposed franchise; and

WHEREAS, the construction, installation, maintenance of a Cable System (as defined in Section 1) involves the occupation of, and placement of private commercial facilities in, the Public Ways (as defined in Section 1) within the City; and

WHEREAS, pursuant to Article VIII, Section 2 of the City Charter, a final franchise renewal shall be granted by an ordinance of the Council (as defined in Section 1) for the compensation and on the terms approved by the vote or resolution of the Board (as defined in Section 1); and

WHEREAS, the Board held a public hearing on the proposed franchise agreement memorializing the compensation, terms and conditions of the proposed franchise; and

WHEREAS, said hearing was a full public proceeding affording due process at which the Board reviewed the Franchisee's character and its financial, legal and technical ability to carry out its obligations pursuant to this Agreement (as defined in Section 1), and reviewed the Franchisee's plan for operating, maintaining, upgrading, and enhancing the System (as defined in Section 1); and

WHEREAS, the City has relied on the Franchisee's representations and has considered the information that the Franchisee has presented to it; and

WHEREAS, the City has determined that, subject to the terms and conditions set forth in this Agreement, the grant of a renewal of a non-exclusive franchise to the Franchisee is consistent with the federal Cable Act, the City Charter, all other applicable laws and regulations, and the public interest; and

WHEREAS, the Board approved the compensation, terms and conditions of the proposed franchise, as set forth in this Agreement; and

WHEREAS, the Council adopted an Ordinance authorizing the Mayor to execute this Agreement and granting the Franchisee a non-exclusive franchise on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties intend that this Agreement shall be effective as of January 1, 2005, and agree to abide by the Prior Franchise through December 31, 2004; and

WHEREAS, the City intends to exercise the full scope of its powers, including its police power and contracting authority, to: promote the public interest; protect the public health, safety and welfare of its residents; assure the widespread availability of cable television services; maximize the diversity of programming over the System (as defined in Section 1) and access to the System by Persons other than the Franchisee; promote access to advanced services and technologies for City residents and institutions; develop programming and services by the City and its institutions for delivery to the public over the System; experiment with and implement uses for Cable Systems (as defined in Section 1) in connection with the City's operations; and further develop the Institutional Network (as defined in Section 1) as a means of providing a wide range of Cable Services and Non-Cable Services for public, educational, and governmental use; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth in this Agreement through arm's-length negotiations, and voluntarily agree to be bound by those terms and conditions;

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby incorporated in and made a part of this Agreement by this reference, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 DEFINED TERMS

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense include the future tense, words used in the plural number include the singular number, and words used in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 1.

"Abandonment" means the cessation, by act or failure to act of the Franchisee or any Affiliated Person, of the provision of all, or substantially all, of the Services then being provided over the System to Subscribers or the City for seven (7) or more consecutive days, except if due to an event beyond the control of the Franchisee as set forth in Section 14.1 of this Agreement.

"Affiliated Person" means each Person who falls into one (1) or more of the following categories:

- (i) each Person having, directly or indirectly, a Controlling Interest in the Franchisee;
- (ii) each Person in which the Franchisee has, directly or indirectly, a Controlling Interest;

- (iii) each officer, director, general partner, limited partner holding an interest of five percent (5%) or more, joint venturer, or joint venture partner of the Franchisee; and
- (iv) each Person, directly or indirectly, controlling, controlled by or under common Control with the Franchisee;

provided that Affiliated Person shall in no event mean the City, any PEG Entity, or any creditor of the Franchisee solely by virtue of its status as a creditor and which is not otherwise an Affiliated Person by reason of falling within clause (iii) of this definition or by reason of owning a Controlling Interest in; being owned by; or being under common ownership, common management or common Control with; the Franchisee.

“Agreement” or “Franchise Agreement” means this Agreement, together with the Appendices attached to this Agreement, and any amendments or modifications.

“Applicable Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, including but not limited to all FCC resolutions, orders, rules, and regulations, and the Baltimore City Charter; and the administrative and judicial decisions interpreting these sources of law, but in all uses Applicable Law shall be limited by Section 11.2 of this Agreement.

“Board” means the Board of Estimates of Baltimore City, its designee, or any successor to its powers and responsibilities.

“Business Day” means any day that is not a Holiday.

“Cable Service” means, subject to Section 4.9 of this Agreement: (i) the one-way transmission to Subscribers of (a) video programming or (b) other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Cable System” means any facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (i) a facility that serves only to retransmit the television Signals of one or more television broadcast stations;
- (ii) a facility that serves Subscribers without using any Public Ways;
- (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, approved June 19, 1934 (48 Stat. 1070; 47 U.S.C. § 201 *et seq.*), as amended, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (iv) an Open Video System that complies with Section 653 of the Cable Act (47 U.S.C. § 573) (or any successor thereto) and the rules promulgated pursuant to that section; or
- (v) any facilities of any electric utility used solely for operating its electric utility systems.

The foregoing definition of “Cable System” shall not be deemed to circumscribe the valid authority of any governmental body, including the City, to regulate the activities of any other communications system or provider of communications services.

“Channel” means a band of frequencies in the electromagnetic spectrum utilizing various means of transmission (including, without limitation, optical fibers or any other means now available or that may become available), which band of frequencies is capable of carrying one (1) or more video, audio, voice, or data Signals.

“City” means the Mayor and City Council of Baltimore, Maryland or, as appropriate in the case of specific provisions of this Agreement, any board, bureau, authority, agency, commission or department of, or any other entity of or acting on behalf of, the Baltimore City government or any officer, official, employee, or agent of the Baltimore City Government, any designee of any of the foregoing, or any successor thereto.

“City Charter” means the Baltimore City Charter, 1996 edition.

“City Solicitor” means the City Solicitor of the City, the City Solicitor’s designee, any person legally acting in such capacity, or any successor to his powers and responsibilities.

“Comptroller” means the Comptroller of the City, the Comptroller’s designee, any person legally acting in such capacity, or any successor to her powers and responsibilities.

“Control” or of “Controlling Interest” in a Person or in the Cable System or the Franchise, means working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control, as the case may be, of such Person, the Cable System, or the Franchise. A rebuttable presumption of the existence of Control of, or a Controlling Interest in, a Person shall arise from the beneficial ownership, directly or indirectly, by any Person or group of Persons acting in concert (other than underwriters during the period in which they are offering securities to the public) of five percent (5%) or more (for voting interests), or fifty percent (50%) or more (for non-voting interests), of such Person. Control or Controlling Interest as used in this Agreement may be held simultaneously by more than one (1) Person or group of Persons. Notwithstanding the preceding sentence, if one (1) Person owns a majority of the voting interests of a Person, the Cable System, or the Franchise, such owner shall have sole Control of and shall possess the sole Controlling Interest in such Person, the Cable System, or the Franchise unless another Person exercises *de facto* control (as that term is defined under the precedents of the Federal Communications Commission) of the Controlled Person, the Cable System, or the Franchise, in which case such other Person also shall have Control and a Controlling Interest.

“Council” means the City Council of the City, its designee, or any successor to its powers and responsibilities.

“Criminal Act” means the commission of a crime, and shall include, but not be limited to:

- A. Any material misrepresentation, either oral or written, intentionally or grossly negligently made by, or on behalf of, the Franchisee in connection with any representation or warranty contained in this Agreement, or the negotiation or renegotiation of this Agreement, or any amendment or other modification to this Agreement that is in violation of any criminal law, provided that either the Franchisee has admitted to such conduct or a court of competent jurisdiction has determined that the Franchisee engaged in such conduct;
- B. The conviction, guilty plea or plea of *nolo contendere* (or an equivalent plea) of the Franchisee, any Person holding a Controlling Interest in the Franchisee, or any director or officer of the Franchisee or of any Controlling Person, of: (i) any criminal offense relevant to fitness to own or operate a Cable System, excluding traffic infractions; or (ii) any offense, including, without limitation, bribery or fraud, arising out of or in connection with (a) this Agreement or any other agreement to construct, operate or maintain a Cable System in the City; (b) the award of the Franchise granted pursuant to this Agreement; or (c) any act to be taken following the Effective Date of this Agreement by the City, its officers, employees or agents relating or pursuant to this Agreement, provided that the right to

terminate this Agreement in the event of such convictions or guilty pleas shall arise only with respect to any of the foregoing convictions of the Franchisee itself and, in the event of the conviction or guilty plea of any of the other Persons specified, the City shall have the right to order the Franchisee to disassociate itself from, or terminate the employment of, said other Persons with respect to activities in the City or any other activities affecting the System pursuant to this Agreement;

- C. The conviction, guilty plea or plea of *nolo contendere* (or an equivalent plea) of any City officer, employee or agent of the offense of bribery, extortion or fraud with respect to this Agreement which arises out of or in connection with an interaction between such Person and the Franchisee, any Person holding a Controlling Interest in the Franchisee, or any agent or employee of any of the foregoing acting under the express direction or actual consent of the foregoing, provided that the interaction was initiated by the Franchisee, any Person holding a Controlling Interest in the Franchisee or any agent or employee of any of the foregoing.

“Current Technology,” as applicable, means that level of technical or service performance in terms of quality, reliability, capacity, and capability (including, but not limited to, plant or other equipment; public, educational, or governmental access and other production equipment or facilities; construction techniques; customer service; facilities, equipment, systems, and operations; and performance standards) which has been developed and demonstrated in the cable industry or any other comparable industry that provides services to the public under similar conditions to be workable and Economically and Technically Feasible and Viable, as such level may develop from time to time throughout the Term of the Franchise.

“Day” or “Days” means calendar day or days unless otherwise specified.

“Digital Service” means a Service which is transmitted in a digital format.

“Digital Television Channel” means a Channel which is transmitted in a digital format; which utilizes digital compression and encryption technologies; and which occupies sufficient bandwidth to enable the transmission of a high-quality television program at the Cable System’s standard compression level(s).

“Direct Bury” means installation of fiber optic or coaxial cable or wires directly in the ground without any casing, conduit, or other covering thereon. Often, a Direct Bury is done using a pull-type or self-propelled machine to plant or bury such cable or wire in a continuous, one-step operation, eliminating trenching and backfilling.

“DOT” shall mean the City’s Department of Transportation, its designee, or any successor thereto.

“DPW” shall mean the City’s Department of Public Works, its designee, or any successor thereto.

“Drop” means the cable or wire that connects the distribution portion of a Cable System to a Subscriber’s premises.

“Economically and Technically Feasible and Viable” means capable of being provided through technology that has been demonstrated to be feasible for its intended purpose, in an operationally workable manner, and in a manner whereby the Cable System has a reasonable likelihood of being operated on reasonably profitable terms.

“Effective Date” means the later of (1) the date on which the Franchisee fulfills all conditions precedent as set forth in Section 2.2C of this Agreement and this Agreement shall take effect; or (2) January 1, 2005.

“FCC” means the Federal Communications Commission, or the successor to its responsibilities.

“Franchise” means the non-exclusive right granted, by ordinance and subject to this Agreement, to Franchisee to construct, operate, repair, maintain, and reconstruct the Cable System on, over, under, upon, across, and along the Public Ways.

“Franchise Area” or “Service Area” shall mean all the area within the boundaries of the City.

“Franchisee” means Comcast of Baltimore City, L.P.

“Gross Revenue” means all revenue, as determined in accordance with generally accepted accounting principles, that is derived by the Franchisee and by each Affiliated Person from the operation of the Cable System to provide Cable Services.

- A. Gross Revenue shall include, to the extent it is received by the Franchisee, revenue from any other Person, including, without limitation, Leased or PEG Channel programmers, that is derived from the operation of the Cable System to provide Cable Services.
- B. Gross Revenue shall also include by way of example and without limitation:
 1. the fair market value of any non-monetary (*i.e.*, barter) transactions between the Franchisee and any Affiliated Persons, which fair market value shall not be less than the customary prices paid in connection with equivalent transactions conducted with Persons who are not Affiliated Persons;
 2. revenue received by the Franchisee which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of merchandise through any Cable Service distributed over the Cable System;
 3. franchise fees received from Subscribers;
 4. fees received from Subscribers to support PEG Channels;
 5. to the extent allowed by Applicable Law and as provided in Section 4.9 of this Agreement, revenue generated from the provision of cable modem service;
 6. any revenue generated by the Franchisee or by any Affiliated Person through any means which has the effect of avoiding the payment of compensation that would otherwise be paid to the City for the Franchise granted in this Agreement;
 7. any revenue from Subscriber equipment sold or leased by the Franchisee or an Affiliated Person;
 8. late fees and administrative fees;
 9. revenue derived from program guides;
 10. revenue derived from forfeited deposits;
 11. revenue derived from installation, disconnection, or service call fees;
 12. revenue derived from game channels;
 13. studio rental, production equipment, and personnel fees;

14. revenue derived from commissions;
 15. any actual bad debt that is written off but subsequently collected (such bad debt shall be included as Gross Revenue for the period in which it is collected); and
 16. other revenues that may be posted in the general ledger as an offset to an expense account.
- C. Gross Revenue shall also include all advertising revenue which is derived, directly or indirectly, from or in connection with the sale of advertising on the Cable System, whether by the Franchisee, or whether collected by an Affiliated Person or any other Person for Franchisee. If the advertising revenue received from the Affiliated Person is only net advertising revenue, advertising revenues from an Affiliated Person shall be grossed up as if the Franchisee had received the advertising revenue directly. Notwithstanding the preceding sentence, standard and reasonable commissions retained by a regional interconnect that is an Affiliated Person may be excluded from Gross Revenue.
- D. Gross Revenue shall not include:
1. any compensation awarded to the Franchisee based on the City's condemnation of property of the Franchisee;
 2. the revenue of any Person, including, without limitation, a supplier of programming to the Franchisee, to the extent that such revenue is also included in Gross Revenue of the Franchisee;
 3. the revenue of the Franchisee or any other Person which is generated directly from the sale of any merchandise through any Service distributed over the Cable System, other than that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise – for example, the portion of such payment attributable to a commission for the Franchisee or an Affiliated Person—which portion shall be included in Gross Revenue;
 4. taxes imposed by law on Subscribers which the Franchisee is obligated to collect, it being acknowledged that Franchise Fees under this Agreement are not considered taxes;
 5. amounts collected by the Franchisee from Subscribers on behalf of Leased or PEG Channel programmers, other than Affiliated Persons, to the extent that all of the amounts collected, in excess of the amounts deducted pursuant to Section 10.6 of this Agreement and paid to the City, are passed on by the Franchisee to such programmers;
 6. the revenue of any Affiliated Person which represents standard and reasonable amounts paid by the Franchisee to the Affiliated Person for ordinary and necessary business expenses of the Franchisee, including, without limitation, professional service fees and insurance or bond premiums;
 7. advertising commissions deducted by advertising agencies, other than an agency which is an Affiliated Person, before advertising revenues are paid over to the Franchisee;
 8. to the extent consistent with generally accepted accounting principles, consistently applied, actual bad debt write-offs taken in the ordinary course of business;
 9. amounts recovered by Franchisee for theft or loss of portions of the Cable System, such as pedestal boxes, that were previously written off;
 10. investment income; and

11. payments received by the Franchisee or an Affiliated Person that represent a reimbursement for work performed by the Franchisee or its agents on behalf of a contractor or third party, where payment for such work would not normally be considered Gross Revenue based on the nature of the work performed.

“Holiday” means a Saturday, Sunday, officially recognized federal or City legal holiday, and any other day on which the City’s offices are closed and not reopened before 4:00 p.m.

“Institutional Network” or “I-Net” means the dedicated, high-speed data, video, television, audio communications and telephony facilities and one-way and two-way network, designed and constructed to connect government locations and institutions and for use in connection with the ongoing operations of such locations and institutions. As of the Effective Date, the City is acquiring facilities and services from a variety of providers to design and construct the Institutional Network and is acquiring certain facilities and equipment from the Franchisee pursuant to a separate agreement. The Institutional Network may be a separate system, a portion of the System, or a combination thereof, and may be operated by a separate entity in which the City has a direct ownership interest, provided, however, that the separate entity agrees in writing to comply with this Agreement.

“Leased Channel” means a Channel on the Subscriber Network designated by the Franchisee pursuant to Section 612 of the Cable Act (47 U.S.C. § 532).

“Liability” or “Liabilities” means any and all encumbrances, defects of title, easements, mortgages, security interests or agreements, pledges, liens, charges, damages, expenses, penalties, fines, costs, conditional sales agreements, title retention agreements, claims, assessments, restrictions, liabilities, obligations, debts, commitments, undertakings, taxes, covenants, attorneys’ and other fees and responsibilities of every kind and character, known and unknown, contingent or otherwise, or arising or existing by operation of law, by judicial decree or judgment, by contract or otherwise, including, without limitation, those evidenced by contracts, agreements, memoranda, indentures, mortgages and security agreements and conditional sales and other title retention agreements. “Liability” or “Liabilities” shall also mean any damage or loss to any real or personal property of, or any injury to or death of, any Person or the City.

“MOCC” means the Mayor’s Office of Cable and Communications of the City, its designee, or any successor to MOCC.

“Non-Cable Service” means any Service which is distributed over the Cable System, other than a Cable Service.

“Non-Residential Subscriber” means a Subscriber, other than a Residential Subscriber, who lawfully receives any Service the Franchisee provides through its Cable System.

“Open Video System” means an Open Video System as defined in Section 653 of the Cable Act (47 U.S.C. § 573) (or any successor thereto) and the rules promulgated pursuant to that section.

“PEG Channels” means public Channels, educational Channels, and government Channels provided by Franchisee under Section 6 and shall include leased access Channels provided pursuant to Section 6.8.

“PEG User” means a Person authorized to administer or operate a PEG Channel or the I-Net, and shall include the City. If several Persons share a PEG Channel, each Person shall be a separate PEG User.

“Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for-profit or not-for-profit.

“Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way,

including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way utilized for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which, consistent with the purpose for which it was dedicated, may be utilized for the purpose of installing, operating, repairing, and maintaining the Cable System after negotiation of terms and conditions mutually satisfactory to the City, the Franchisee, and the appropriate public utility. Public Way also means any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use utilized for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Franchisee to the use for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Public Way shall not include any City buildings, structures, or other improvements, regardless of whether they are situated in a public right-of-way.

"Region" means Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Harford County, and Howard County.

"Resident" means (i) any occupant who resides in a dwelling in the City, including, without limitation, occupants of hotels, apartment houses, one- and two-family dwellings, apartment hotels, motels, lodging or rooming houses, rectories, convents, monasteries, school dormitories, hospitals, prisons, reformatories, nursing homes, mental institutions, clinics, orphanages, day nurseries, homes for the aged and sanitariums; or (ii) as otherwise defined by Applicable Law. However, with respect to prisons, reformatories, and mental institutions, the Franchisee's obligation shall be only to provide Services to common areas in such facilities, to the extent that the Franchisee can obtain the consent of such prison, reformatory, or mental institution for the provision of such Services. In the case of any other commercial or institutional facility (such as a hotel, a dormitory, a hospital, a nursing home, etc.), the Franchisee shall negotiate the terms of providing Services to Residents in such institutional facility.

"Residential Subscriber" means a Resident who lawfully receives any Service on the Subscriber Network, except to the extent that such Services are used by the Subscriber in connection with a trade, business, or profession, either directly or indirectly, unless such use is incidental.

"Security Fund" means the fund established in Section 13.2 of this Agreement.

"Service" means (i) any Cable Service, including any Basic Service, or any other service, whether originated by the Franchisee or any other Person, which is offered to any Person in conjunction with, or distributed over, the Cable System; and (ii) any Non-Cable Service provided for public, educational, or governmental use.

"Service-Related Activity" means any activity or function associated with the production or distribution of any Service over the Cable System, including, without limitation, the use of studio or other facilities equipment, billing, audience promotion, or installation or lease of equipment.

"Signal" means any transmission of radio frequency energy or of optical information.

"Significant Construction" means any major alteration, construction, reconstruction, upgrade, rebuild or enhancement of the System in the Franchise Area, during the Term of this Agreement or for such longer time as the Franchisee operates the System, the costs of which are estimated to be more than Five Million Dollars (\$5,000,000) over a twenty-four month period; but excluding therefrom the Upgrade and any item not located or occurring within, abutting, or affecting any City property or Public Way.

"System" means, subject to Section 13.6 of this Agreement, the Cable System constructed, operated, and maintained by the Franchisee pursuant to this Agreement, including, without limitation, all real property, all tangible and intangible personal property, buildings, offices, furniture, Subscriber lists, cables, wires, amplifiers, and all other electronic devices used in connection with the Cable System and all rights, contracts, and understandings with regard to any matter related to the Cable System. In addition, the System shall include any

facilities provided by the Franchisee to the City or for the use of the City as part of the Institutional Network pursuant to the Institutional Network agreement.

“Subscriber” means any Person lawfully receiving any Service provided by the Franchisee by means of or in connection with the Cable System, whether or not a fee is paid for such Service.

“Subscriber Network” means that portion of the Cable System over which Services are provided primarily to Residential Subscribers.

“Term” shall have the meaning set forth in Section 2.2 of this Agreement.

“Two-Way” means that the headend, cables, hubs, distribution plant, amplifiers and other technical components of the Cable System have the requisite equipment in place to pass video, audio, voice and/or data Signals in both directions simultaneously.

“Upgrade” means the upgrade of the Cable System to the System characteristics described in Appendix A.

“Upgraded” shall describe the result of the Upgrade. Unless the context requires otherwise, “upgrade” shall include the Upgrade.

SECTION 2 GRANT OF AUTHORITY; TERM

2.1 Grant of Franchise.

- A. General. City hereby grants to Franchisee, subject to the terms and conditions of this Agreement and the Franchise grant ordinance, a non-exclusive Franchise with the right, privilege and authority to construct, operate, repair, maintain, and reconstruct a Cable System on, over, under, upon, across, and along the Public Ways within the Franchise Area in accordance with the City’s specifications and this Agreement. The grant of this non-exclusive Franchise is expressly conditioned upon the construction, operation, maintenance, repair, and reconstruction of the Cable System in accordance with the terms of this Franchise. The rights granted hereunder, including, without limitation, rights to utilize the Public Ways, shall not be sold, transferred or assigned without the approval of the City.
- B. Compliance with Law. The Franchise granted under the terms and conditions of this Agreement shall be consistent with the Baltimore City Charter, the laws, regulations and rules of the City, and other applicable statutory requirements. In the event of conflict between this Agreement and the terms and conditions on which the City can grant a franchise, the Charter, the laws, regulations and rules of the City, and any such statutory requirements shall control; provided, however, that the terms and conditions of this Agreement may not be affected by any law, regulation, or rule adopted after the Effective Date of this Agreement unless: (1) the content of the law, regulation, or rule was not permitted to be enacted as of the Effective Date, or (2) the law, regulation, or rule is of general applicability.
- C. No Waiver of Other Permits and Authorizations. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the City or of the City’s right to require the Franchisee or any Person using the Cable System to secure the appropriate permits or authorizations for such use, provided that the fees and charges imposed upon the Franchisee for any such permit or authorization shall be the standard fees or charges generally applicable to all Persons for such permits or authorizations, and any such standard fee or charge: (i) shall not be considered a “franchise fee” under 47 U.S.C. § 542(g)(1); (ii) shall fall within the exception to such term pursuant to 47 U.S.C. § 542(g)(2)(A); and (iii) shall not be an offset against the compensation or other payment the Franchisee, an Affiliated Person or other Person is required to pay the City or any other entity pursuant to Sections 6 and 10 of this Agreement.

- D. Non-Cable Services. Except as otherwise provided in this Agreement, the Franchise neither authorizes the Franchisee to, nor prohibits the Franchisee from, providing any Non-Cable Services, provided that this limitation shall not limit the use of the Institutional Network or the PEG Channels by the City or PEG Users. The use of the Cable System for Non-Cable Services shall be subject to separate additional approval by City if permitted by Applicable Law. Any use of the Cable System for Non-Cable Services shall be reported in writing to MOCC not less than fifteen (15) Days after the Franchisee has begun such use. Nothing in this Agreement shall be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation provisions, for use of the Public Ways if the Franchisee provides any service other than Cable Service.
- E. Closing of Public Ways. Nothing in this Agreement shall be construed as a waiver or release of the rights of the City in and to the Public Ways. In the event that all or part of the Public Ways within the Franchise Area are (1) closed to pedestrian and/or vehicular traffic and/or utilities and services such as Cable Services; or (2) vacated or if ownership of the land under the affected Public Ways is otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Public Ways, or any part of such Public Ways so closed, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Franchisee shall remove its Cable System from such Public Ways. If such closing, vacation, or transfer of any Public Way is undertaken for the benefit of any private Person, the City shall, as appropriate, condition its consent to such closing, vacation, or transfer of such Public Way on the agreement of such private Person to: (i) grant the Franchisee the right to continue to occupy and use such Public Way; or (ii) reimburse the Franchisee for its reasonable costs to relocate the affected part of the Cable System. The City shall provide reasonable prior notice to Franchisee of any such closing, vacation, or transfer to allow Franchisee to remove its Cable System where the right to continue to occupy and use such Public Way is not reserved for Franchisee.

2.2 Term of Franchise.

- A. Established. The Franchise granted shall be for a term commencing upon the Effective Date of the Agreement and terminating on December 31, 2016, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Agreement.
- B. Effect on Prior Franchise. Upon the Effective Date, this Agreement shall supersede and replace the 1984 franchise (Bill No. 575) between City and United Cable Television of Baltimore, Inc., ("Franchise – United Cable Television of Baltimore, Inc. Cable Communications System"), as amended in 1999 by Ordinance No. 217 ("Amendment to United Cable Television of Baltimore Limited Partnership Cable Communications System Franchise").
- C. Conditions Precedent. The Franchise shall commence upon the Effective Date, provided that the Franchisee shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the City agrees to waive any of the conditions precedent), at which time it shall become effective:
1. Board and Council Action. All necessary approvals of this Agreement by the City shall have been obtained.
 2. Certified Copies of Resolutions. The Franchisee shall provide the City with a certified copy of resolution(s) duly adopted by the Franchisee's General Partner approving the execution, delivery and performance of this Agreement and approving the execution, delivery and performance by Franchisee of all other documents, certificates, guarantees and other instruments required to be furnished to the City by and pursuant to the terms of this Agreement.

3. Representations and Warranties. The Franchisee shall provide the City with a certificate by the Franchisee's General Partner certifying that the representations and warranties made in this Agreement are true and correct as of the Effective Date.
4. Performance Bond. The Franchisee shall furnish to the City any performance bond required pursuant to Section 13.10 of this Agreement or, in the event that the issuer will not issue the bond until this Agreement is in effect, the Franchisee shall furnish to the City the form of the performance bond as set forth in Section 13.10 accompanied by a letter from the issuer stating that it will issue a bond in that form no later than thirty (30) Days after the Effective Date, which bond shall be retroactive to the Effective Date.
5. Labor Employment Plan. The Franchisee shall have entered into a First Source Agreement with the OED as set forth in Section 7.2 of this Agreement.
6. Related Services Report. The Franchisee shall have submitted to MOCC the Related Services Report, as set forth in Section 11.7 of this Agreement.
7. Location of Administrative Office. The Franchisee shall have notified MOCC of the location of its administrative office within the City.
8. Insurance. The Franchisee shall have secured its insurance policies as set forth in Section 12.3 of this Agreement and delivered the certificate of insurance to MOCC and the City Solicitor, together with evidence that the premium for each of such policies have been paid, that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.
9. Security Fund. The Franchisee shall have complied with the Security Fund requirements pursuant to Section 13.2 of this Agreement.
10. Letter of Credit. The Franchisee shall have delivered to MOCC and the City Solicitor a fully executed letter of credit in the form set forth in Appendix E to this Agreement.
11. List of Government Installations. The Franchisee shall have delivered to MOCC a list of all government facilities at which the Franchisee has installed a service outlet or drop.
12. Permitting and Licensing Compliance. DOT and DPW shall each have certified that the Franchisee is in compliance with all applicable permitting, leasing, and licensing requirements under City law.
13. Clean Hands Certification. The Franchisee shall have paid all amounts due and owing to the City, including, but not limited to, taxes, fees, fines, penalties and interest.

2.3 Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Applicable Law.

2.4 Reservation of Authority. Nothing in this Agreement shall abrogate the right of the City to perform any public works or public improvements of any description or be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or be construed as a waiver or release of the rights of the City in and to the Public Ways. In the event that the Cable System interferes with the construction, operation, maintenance or repair of such public works or public improvements, the Franchisee shall, at its own cost and expense, protect or promptly alter or relocate the Cable System as directed by the City. In the event that Franchisee refuses or neglects to so protect, alter or relocate all or part of the Cable System, or in the event of fire, disaster or other emergency,

the City shall have the right to break through, remove, alter or relocate, without notice to Franchisee, all or part of the Cable System and the Franchisee shall pay to City the costs incurred in connection with such breaking through, removal, alteration or relocation. In the event that the City or any public or quasi-public entity reimburses costs for other occupants of the Public Ways which this Section 2.4 imposes on the Franchisee, it will not be a breach of this Agreement for the Franchisee to request that the City or such public or quasi-public entity, as the case may be, bear some or all of the Franchisee's costs.

2.5 Competitive Equity.

- A. Other Cable Franchises. The Franchisee enters into this Agreement with the understanding and on the representation that the City shall act fairly and reasonably in the event that, pursuant to the Cable Act, the City, subsequent to the Effective Date of this Agreement, grants, renews or renegotiates one (1) or more other franchises for the operation of a Cable System in the Franchise Area ("Other Cable Franchise"). To the extent the City does not have lawful authority over the relevant benefits and burdens described in the following paragraph, the term "Other Cable Franchise" as used in this Section 2.5 shall not include municipally-owned Cable Systems or Open Video Systems, video dialtone systems or similar systems.
- B. Request for Review by Franchisee. If the Franchisee believes the agreement pursuant to which such Other Cable Franchise may be granted (hereinafter the "Other Cable Franchise Agreement") bestows benefits and imposes burdens on the Franchisee which, as an economic or operational matter, on balance, are materially more advantageous to such third party than the benefits bestowed and burdens imposed on the Franchisee by this Agreement are to the Franchisee, then, at any one (1) time but not sooner than the effective date of the Other Cable Franchise or later than eighteen (18) months after the effective date of the Other Cable Franchise, the Franchisee may request that the City make a determination to such effect; in the event of such a determination, the Franchisee may request renegotiation of the terms and conditions of this Agreement as provided below. The discharge in bankruptcy of any obligations of the Other Cable Franchise Agreement shall not be a basis for the Franchisee to request such a determination.
- C. Procedure.
 - 1. In the event of such a request, the City shall determine within sixty (60) Days whether the Other Cable Franchise Agreement bestows benefits and imposes burdens on the third party which, as an economic or operational matter, on balance, are materially more advantageous to the third party than the benefits and burdens imposed by this Agreement are to the Franchisee. The Franchisee may submit to the City a written statement of those factors it believes to be relevant to such inquiry.
 - 2. If the City determines that the Other Cable Franchise Agreement bestows benefits and imposes burdens on the third party which, on balance, are materially more advantageous to the third party than the benefits bestowed and burdens imposed by this Agreement are to the Franchisee, then upon the Franchisee's request, the City and the Franchisee shall enter into good faith negotiations to modify this Agreement to bestow benefits and impose burdens which, on balance, create overall economic comparability between this Agreement and the Other Cable Franchise Agreement.
 - 3. If the City and the Franchisee have not completed this negotiation within six (6) months, or if the City determines that the Other Cable Franchise Agreement does not bestow benefits and impose burdens on the third party which, on balance, are materially more advantageous to the third party than the benefits bestowed and burdens imposed by this Agreement are to the Franchisee, then the Franchisee may petition the City for appropriate relief.

SECTION 3 CONSTRUCTION STANDARDS

3.1 General Requirement. Throughout the Term, and for such other time as it may take the Franchisee to remove the System pursuant to Section 13 of this Agreement, the Franchisee shall comply with the terms, conditions, and provisions set forth in this Section, and all other requirements or procedures pertaining to construction and technical requirements that are specified by the City or Applicable Law.

3.2 Standards and Specifications.

- A. Compliance with Standards and Specifications. The Franchisee shall meet or exceed all construction and service requirements required by this Agreement, the Baltimore City Code, and Applicable Law. All work involved in the construction, operation, repair, maintenance, Upgrade, Significant Construction, rebuild, enhancement, and removal of the System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. The Franchisee shall comply with applicable codes and industry standards, including the specifications set forth in the most recently published edition of the "City of Baltimore Department of Public Works Bureau of Highways Manual of Design Procedure and Criteria (1972)," as amended from time to time and the "City of Baltimore Department of Public Works Specifications for Material, Highways, Bridges, Utilities, and Incidental Structures (1979)," as amended from time to time ("Green Book"); administrative orders of the City Department of Transportation, as amended from time to time; the National Electrical Code, as adopted by the City from time to time; the National Electrical Safety Code, as adopted by the City from time to time; all rules, standards, practices, and procedures of the FCC and National Cable Television Association, as amended from time to time; and the requirements of other utilities whose poles and conduits the Franchisee uses, as amended from time to time.
- B. Antennas and Towers. Antenna supporting structures and towers shall be designed for the proper loading as specified in Electronic Industry Association's R.S. 222-C Specifications. In addition, antenna supporting structures and towers shall be designed in accordance with the International Building Code, as amended, and shall be painted, lighted, erected, and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other Applicable Law.
- C. Plant and Equipment. The Franchisee's plant and equipment, including, without limitation, the antenna and satellite earth station sites, headend and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures, and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices, performed by experienced and properly trained maintenance and construction personnel, so as not to endanger or interfere with improvements made by the City, interfere in any manner with the rights of any property owner, or unnecessarily hinder or obstruct pedestrian or vehicular traffic on any Public Way.
- D. Correction of Harmful or Unsafe Conditions. If, at any time, the City or any other agency or authority of competent jurisdiction determines that, consistent with Applicable Law, any part of the System, including, without limitation, any means used to distribute Signals over or within the System, is harmful to the health or safety of any Person, the City shall notify the Franchisee of the circumstances and the Franchisee shall then, at its sole cost and expense, within a reasonable time period specified by the City or such agency or authority, correct all such conditions. The Franchisee shall promptly notify MOCC and the Directors of DPW, DOT, and the Baltimore City Department of Health (or any successor thereto) of any determination or finding by an agency or authority of competent jurisdiction that any part of the System is harmful to the health or safety of any Person, and in no event later than twenty-four (24) hours after receiving notice of such a determination or finding.

- E. Standards for Drawings and As-Builts. Whenever a drawing, illustration, or other depiction is required by this Agreement or by the City, the Franchisee shall ensure that such drawing, illustration, or depiction is drawn to scale, shows all existing utilities, and complies with Green Book standards, including, but not limited to, the following:
1. All shop drawings and working drawings shall be completely legible and drawn to scale on sheets, twenty-four inch (24") by thirty-six inch (36") outside dimensions, and with border lines set back three-quarters of an inch (3/4") on the top, bottom, and right hand side of the sheet and one and one-quarter (1-1/4") on the left hand side of the sheet. After all work is completed, all drawings shall be corrected to show all parts of the structure as finally built. The tracings shall then be turned over to the DPW and become the property of the City, except for tracings of reinforced steel, which need not be turned over to the City.
 2. All shop drawings and working drawings shall include a four inch (4") by eight (8") standard title block in the lower right corner. The title block shall state the following:
 - a. Name of contractor and subcontractor if applicable;
 - b. Address of contractor and subcontractor if applicable;
 - c. Sheet Title, including reinforcement details;
 - d. Name of structure;
 - e. Crossing; and
 - f. Signature block.
- F. Prohibited Construction Techniques. In Public Ways and on City property:
1. Franchisee shall not use, or cause to be used, the "back of sidewalk" or "lip of gutter" construction techniques.
 2. Franchisee shall be permitted to use the "rock saw" construction technique pursuant to a standard methodology for the "rock saw" technique (the "Updated Rock Saw Standard") developed and adopted by the City. The Franchisee shall abide by the Updated Rock Saw Standard for a period of eighteen (18) months following the Effective Date (the "Test Period"). The City may modify the Updated Rock Saw Standard from time to time during the Test Period based on experience with such Standard. By the conclusion of the Test Period, the City shall determine whether the Updated Rock Saw Standard adequately protects the Public Ways. If it does, the Franchisee may continue to use the Update Rock Saw Standard for the remainder of the Term. If not, the Franchisee shall not be allowed to use the "rock saw" technique or the Updated Rock Saw Standard for the remainder of the Term.
 3. Franchisee shall not perform any installations using the Direct Bury technique; provided, however, that Drops or portions thereof that: (i) are located under structures or improvements of any kind, including, without limitation, paving, sidewalks, driveways, fences, walls, garages, sheds, and the like, shall not be performed using the Direct Bury technique and shall be encased or enclosed in a conduit, covering, concrete, or other material consistent with the City standards and specifications in Section 3.2A, and (ii) are not located under such structures or improvements may be performed using the Direct Bury technique.

- G. No Obstruction. The Franchisee shall not obstruct the Public Ways, subways, railways, passenger travel, river navigation, or other traffic to, from, or within the Franchise Area without the required permits from and the prior consent of the City and all other appropriate public or private authorities.

3.3 Licenses and Permits. The Franchisee shall be solely responsible for obtaining, at its sole cost and expense, all permits, licenses, and other forms of approval or authorization necessary to construct, operate, maintain, repair, Upgrade, perform Significant Construction to, rebuild, enhance, or remove the System, or any part of the System, prior to the commencement of any such activity. In the event of an emergency which poses a serious risk to life or public safety, the Franchisee may carry out any work necessary to eliminate the emergency to the extent consistent with Applicable Law. Any blanket permit issued by the City to the Franchisee shall only authorize the Franchisee to perform everyday maintenance and emergency repair. If, during the performance of any work authorized by a blanket permit, Franchisee performs any work in the Public Ways that is not authorized by the blanket permit, Franchisee shall file for all required permits no later than the following Business Day. Where work is pursuant to a blanket permit, the Franchisee shall submit a list of proposed work locations by the 25th of each month for the succeeding months.

3.4 Right of Inspection. The City shall have the right to inspect all construction and installation work performed subject to the provisions of this Agreement and to conduct such tests as it deems necessary to ensure compliance with this Agreement and Applicable Law; provided, however, that such inspection and tests shall not interfere with the provision of Services. The City shall be permitted to charge the Franchisee its usual and customary fees for the inspection of construction in the streets. Any delays in construction due to such inspections shall not be reason for default.

3.5 Report on Permits. Not later than the fifteenth (15th) Day after the close of each calendar quarter until the Upgrade is fully complete, and during the period of any Significant Construction, the Franchisee shall provide MOCC with a cumulative written list of the permits that the Franchisee or any Affiliated Person has received from the City through the last Day of the preceding calendar quarter. The report shall list the type of permit, the location(s) of the work being performed under the permit, the date the work started or is projected to start, and the date the work stopped or is projected to stop. The Franchisee shall omit a permit from this list after such permit has expired and not been renewed for three (3) consecutive months.

3.6 New Grades or Lines. If the grades or lines of any Public Way are changed at any time during the Term of this Agreement, then the Franchisee shall, at its sole cost and expense and within ten (10) Days after actual or constructive notice from the City, or within such longer time period as may be reasonably requested by the Franchisee, protect, alter, or relocate the System, or any part of the System, so as to conform with the new grades or lines. In the event that the Franchisee refuses or neglects to so protect, alter, or relocate all or part of the System within the time period specified by this Section 3.6, the City shall have the right to break through, remove, alter, or relocate all or any part of the System without any Liability of the City to the Franchisee, and the Franchisee shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.

3.7 Movement of Cables, Wires, and Other Equipment. The Franchisee shall, upon written notice delivered not less than ten (10) Days in advance by the City or any Person holding a permit that authorizes an activity (including, but not limited to, movement of a structure) that requires movement of cables, wires, or other equipment, move its cables, wires, and other equipment to allow the permitted activity to be completed in a timely manner. The Franchisee may impose a charge, not to exceed its Actual Cost plus 15%, on any such permit holder other than the City, for any such movement of its cables, wires, and other equipment. This Section 3.7 shall not be construed to be a limitation on Section 2 of this Agreement.

3.8 Emergency Removal. If, at any time, in case of fire or other disaster, the Mayor or the Mayor's designee determines that it is necessary to cut or remove any part of the Cable System, the City may cause such cutting or removal. The Franchisee shall not charge the City for any restoration or repair resulting from such cutting or removal.

3.9 Notices of Construction.

- A. To City. The Franchisee shall give the City, the Director of Transportation, and the Director of Public Works written notice of any construction to be performed in the City at the time that the Franchisee applies for a permit to perform the construction. The Franchisee shall give the City, the Director of Transportation, and the Director of Public Works written notice of any emergency work performed without a permit as soon as possible after the commencement of the emergency work. Not later than fifteen (15) Days before the close of each calendar quarter, the Franchisee shall give the City a quarterly schedule of upcoming construction areas and planned disturbances of Public Ways.
- B. To Property Owners. The Franchisee shall provide advance notice of construction that involves entry into or the crossing of any private property, work in streets abutting private property, or Public Ways. The Franchisee shall provide at least thirty-six (36) hours advance notice to all affected property owners by telephone, in person, by mail, by distribution of flyers to buildings, by publication in local newspapers, or in any other manner reasonably calculated to provide adequate notice, unless exigent circumstances prevent thirty-six (36) hours advance notice, in which event the Franchisee shall provide such notice as is practicable under the circumstances. In addition, before entering onto any Person's property, the Franchisee shall provide prior notification and obtain the property owner's or, in the case of residential property, the resident's permission, where possible.

3.10 Protection of Public Property and Landmarks.

- A. The Franchisee shall, at its sole cost and expense, protect any and all existing structures belonging to the City, the federal government, and any other public or quasi-public entity; all federally and locally designated landmarks and districts, all other structures within any designated landmark district; and conduit, cables, wires, and equipment of the City.
- B. The Franchisee shall not alter, interfere with, or damage any public structure in the Public Ways or any conduit, cable, wire, or equipment of the City in the Public Ways without prior approval of the City and all other appropriate authorities. Any such alteration shall be made by the Franchisee, at no cost or expense to the City or such other appropriate authorities, and in a manner reasonably prescribed by the City and all other appropriate authorities. For other replacements, repairs, and restorations, the Franchisee agrees that it shall be liable, at no cost or expense to the City or such other appropriate authorities, to replace or repair and restore, in a manner and within a reasonable time period as specified by the City and all other appropriate authorities, any Public Ways, public structure, or conduit, cable, wire, or equipment of the City involved in the construction, operation, maintenance, repair, Upgrade, Significant Construction, enhancement, rebuild, or removal of the System that is disturbed or damaged as a result of any work by or on behalf of the Franchisee pursuant to this Agreement.
- C. In the event the City or other appropriate authorities do not specify the manner of replacement, repair, or restoration, the Franchisee shall replace, repair, or restore the Public Ways, public structure, or any conduit, cable, wire, or equipment of the City within thirty (30) Days, to good condition consistent with industry standards and the requirements of the standards and specifications of Section 3.2A.
- D. Where any such alteration, interference, or damage is not immediately discovered, or where any such repair, replacement, or restoration effort fails or is otherwise inadequate or insufficient, the Franchisee shall have a continuing obligation to perform all necessary restoration work, despite the prior termination or expiration of this Agreement.
- E. If Franchisee fails to make such repairs within the time specified by City, the City, upon notice to the Franchisee, shall have the right to make the repairs or cause the repairs to be made. The Franchisee shall reimburse the City for the costs incurred for such repairs and the City shall have the right to pursue any other remedies provided by this Agreement and Applicable Law.

- F. In the event the Franchisee refuses or neglects to replace, repair, or restore any Public Way, public structure, or conduit, cable, wire, or equipment of the City, the City shall have the right to replace, repair, or restore such Public Way, structure, or conduit, cable, wire, or equipment of the City. The Franchisee shall reimburse the City for the costs incurred in connection with such replacement, repair, or restoration, including, without limitation, any costs incurred for the inspection of the altered or damaged property.
- G. The Franchisee shall guarantee and maintain all repairs, replacement, and restoration for at least one year after completion against defective materials and workmanship.

3.11 Pavement Cut Coordination. The Franchisee shall meet with the Directors of the DPW and the DOT at least twice per year to coordinate its construction program and all other work in the Public Ways with the City's program for water main, storm and sanitary sewer, sidewalk and street construction, rebuilding, and resurfacing (collectively, "Street Construction"). The goals of such coordination shall be to require the Franchisee to conduct all work in the Public Ways in conjunction with or immediately prior to any Street Construction planned by the City, and to prevent a Public Way from being disturbed by the Franchisee within the time period specified in the Green Book. The City may authorize the Franchisee to disturb a Public Way prior to the end of the specified period due to the presence of extraordinary circumstances, such as where there is no reasonably feasible alternative for initial construction of the Cable System, which authorization shall be subject to such reasonable conditions as the Directors of the DPW and the DOT shall, in their discretion, impose.

3.12 Safety Precautions.

- A. Standard of Care. The Franchisee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Franchisee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites. The Franchisee shall comply with the Occupational Safety and Health Act of 1970, (29 U.S.C. §§ 651-78), as amended, and all other Applicable Law.
- B. Protection of Construction Areas. The Franchisee shall comply with the safety requirements of all permits, licenses, and other forms of approval or authorization. In addition, Franchisee shall maintain reasonable barriers, lights, signs, cones, and other similar warnings and protective devices required for the safety of the public in compliance with this Agreement and Applicable Law. If the Franchisee places any such device in any Public Way, the device shall be placed and maintained in a way that does not interfere with the usual travel or other existing and anticipated uses of the Public Way.
- C. Emergency Notification. The Franchisee shall provide the City with a twenty-four (24) hour emergency telephone number at which a representative of the Franchisee, not voice mail or a recording, can be contacted in the event of an emergency.
- D. Identification. The Franchisee shall provide a standard identification document to all employees, including employees of subcontractors, who will be in contact with the public. The identification document shall include a telephone number that can be used for verification. In addition, the Franchisee shall clearly identify all personnel, vehicles, and other major equipment operating under its authority.

3.13 No Interference with Facilities or Equipment.

- A. The Franchisee shall not alter, interfere with, or damage the existing conduit system, cables, wires, or equipment of any Person other than the Franchisee, including but not limited to utilities, other Cable Communications Systems, Open Video Systems, master antenna systems, satellite master antenna systems, and similar systems.

- B. If a final court decision, not subject to further appeal, concludes that the Franchisee altered, interfered with, or damaged the existing conduit system, cables, wires, or equipment of the City or any Person, other than the Franchisee, and if the City finds that (i) the Franchisee willfully interfered in a grossly material fashion with the operations of another Cable Service provider; or (ii) the court decision, considered with other interference by the Franchisee, establishes a pattern of interference by the Franchisee, then the City may consider whether the court decision constitutes a breach of this Agreement under Section 13.
- C. This Section 3.13 is intended to address the normal installation, repair, and maintenance practices of the Franchisee and is not intended to prohibit the Franchisee from taking any action that is consistent with Applicable Law to remove, use, or dispose of the facilities of another Cable Service provider.

3.14 Trimming of Trees and Vegetation.

- A. The Franchisee, at its sole cost and expense, may trim trees and other natural vegetation upon and overhanging any Public Way when necessary to prevent such trees and vegetation from coming into contact with the Cable System, provided, however, that all trimming in any Public Way shall only be performed with the prior approval, and under the direction, of the Director of Recreation and Parks.
- B. The Franchisee shall obtain the prior written consent of the property owner for all trimming of trees on private property.
- C. No trimming shall be done by the Franchisee until the time of installation of any wires, cables, or other fixtures to the relevant portions of the Cable System in order to ensure that the tree is trimmed to the minimum extent necessary.
- D. The Franchisee shall be responsible for any damage caused by such trimming and shall dispose of all trimmed materials on a daily basis.

3.15 Aerial and Underground Construction.

- A. If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any part of the Franchise Area are underground, the Franchisee shall place its transmission and distribution facilities underground. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part of such facilities, aerially or underground, provided, however, that previously installed aerial cable shall be undergrounded in concert and on a cost-sharing basis with affected utilities when such utilities convert from aerial to underground construction and when Franchisee is given reasonable prior notice of such undergrounding.
- B. In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give the Franchisee notice of at least thirty (30) Days before commencing such construction or development. The notice shall indicate the date on which open trenching will be available for the Franchisee's installation of conduit, pedestals, vaults, and laterals, all of which shall be provided at Franchisee's expense. Upon request of the developer or property owner, the Franchisee shall provide specifications for the trenching. The costs of the trenching and the easements required to facilitate Cable Service to the development shall be borne by the developer or property owner, provided however, that, if Franchisee fails to install its conduit, pedestals, vaults, and laterals within ten (10) Days after the date the trenches are available, as designated in the notice given by the developer or property owner, then the cost of any new trenching necessary shall be borne by the Franchisee. Except for the notice of the date on which open trenching will be available to the Franchisee, any notice provided to the Franchisee by the City of a preliminary plat request shall satisfy the requirement of notice if sent to the General Manager of Franchisee prior to the City's approval of the preliminary plat request.

- C. Any portion of the Cable System installed underground shall be buried to a depth of at least sixteen (16) inches; provided, however, that any portions of the Cable System installed under Public Ways shall be buried to a depth of at least twenty-four (24) inches and all Drops shall be buried to a depth of at least twelve (12) inches.
- D. If, at any time in the future, the City requires that the utilities in all or any portion of the City place their lines underground, then the Franchisee shall, at its sole cost and expense, and within a reasonable period of time, place its existing and all future cable, wires, or other equipment underground in such portion of the City without charge, expense, or liability therefor to the City.
- E. Whenever the Franchisee must place the Cable System or other facilities beneath the traveled or paved portion of any Public Way, the Franchisee shall make such placement by directional boring and not by the excavation of a trench, unless otherwise approved in advance by MOCC. Directional boring shall be done wherever possible so that the excavations necessary for it are not in the paved portion of the Public Way.
- F. Franchisee shall be entitled to compensation for expenses incurred from any relocation and/or underground placement of cable, wires, or other equipment performed at the direction of the City to the extent that other users of the Public Ways are so compensated.

3.16 Open Conductors And Sheathing. Open conductors shall conform to the National Electrical Safety Code, as adopted by the City from time to time, regarding minimum clearances. As of the Effective Date, such minimum clearances are as follows:

- A. Ten (10) feet above finished grade, sidewalks, or from any platform or projection from which they might be reached at locations where there is no vehicular traffic.
- B. Sixteen (16) feet over public streets, roads, alleys, and driveways that are subject to vehicular traffic.
- C. Twenty-four (24) feet over track rails of railroads.

3.17 Poles and Facilities.

- A. Use of Existing Poles and Facilities Preferred. Franchisee shall use, with the owner's permission, existing poles, conduits, and other facilities whenever Economically and Technically Feasible and Viable. The Franchisee may not erect poles, conduits, or other facilities in any Public Way without all necessary permits and authorizations and the express permission of the City. Upon request, the Franchisee shall file copies of all agreements for the use of conduits or other facilities with the City within fifteen (15) Business Days.
- B. City's Use of Poles. The City shall have the right to install and maintain, at no expense, wire and pole fixtures upon any poles owned by the Franchisee; provided, however, that such fixtures comply with Applicable Law and do not unreasonably interfere with the operation of the Cable System.

3.18 Map Accuracy. The City does not guarantee the accuracy of any maps, prints, atlases, illustrations, drawings, or other pictorial or computer-generated materials showing the horizontal or vertical location of existing substructures. All locations of other utilities and facilities in the Public Ways and easements used by the Franchisee shall be verified by excavation or by requesting "locates" from the City.

3.19 Storage of Slack Coil. Franchisee shall not store more than seventy-five (75) linear feet of slack coil in any one manhole, per one thousand (1,000) linear feet of fiber optic cable installed between manholes. All such storage shall be at a location in the manhole, and installed in a manner, as designated by the City; provided, however, that

any slack coil that has been installed by the Franchisee and approved by the City prior to July 1, 2004 shall not be required to be removed until such time as the Franchisee modifies, alters, repairs, or replaces such slack coil in a manhole. For the purposes of this Section, "slack coil" shall mean extra fiber optic cable that is coiled up and placed in a manhole for future use.

3.20 Membership Required. For the Term of this Agreement, the Franchisee shall become a full-time, private sector member of: (A) the DPW Utility Coordinating Committee; and (B) the One Call Notification System (otherwise known as "Miss Utility") and shall comply with all of the marking and location verification requirements of the One Call Notification System.

SECTION 4 SERVICE OBLIGATIONS

4.1 Service to All Persons.

- A. General Obligation. Throughout the Term of this Agreement, the Franchisee covenants and agrees to construct, operate, repair, maintain, reconstruct, and upgrade the System so as to provide access to all Services distributed over the Subscriber Network to any Person within the Franchise Area who submits a request for Services to the Franchisee. The Franchisee shall provide such access within the time periods and subject to the procedures described in Section 4.2. It shall be the right of all Persons to receive all available Services provided on the Cable System so long as such Person's financial and other obligations to the Franchisee are satisfied.
- B. Non-Residential Connections. The Franchisee may charge a Non-Residential Subscriber reasonable and nondiscriminatory rates and charges to connect such Non-Residential Subscriber to the Subscriber Network.
- C. Residential Conversions. For any specific building that has been constructed or converted to residential use after the Effective Date, where the obligations in this Section 4.1 to provide Services via the Cable System would be substantially in excess of the range of the Franchisee's usual costs for connections, the Franchisee may seek a waiver of these obligations from the City, which waiver shall not be unreasonably withheld. In determining whether to grant a waiver permitting the Franchisee to charge more than its standard installation fee, the City shall consider (i) the "payback" time period that it would take the Franchisee to recoup its investment in establishing service to the building and (ii) the level of Subscriber penetration reasonably expected in the building, if applicable.
- D. Conditions on Subscriber Services. Nothing in this Section 4.1 is intended to prevent the Franchisee from reasonably conditioning the provision of Services to a Person with an impaired credit history. Such conditions shall be lifted to the extent a Person demonstrates to the Franchisee's reasonable satisfaction that the Person subsequently has established a positive credit history, *i.e.*, that such Person has paid his, her, or its bills in full and on time.

4.2 Requests for Service.

- A. Multiple Dwelling Unit Subscribers.
 - 1. General. Provided that the Franchisee is able to obtain access to the building in accordance with this Section to perform the necessary work, the Franchisee shall fulfill all requests for Services, including any upgrades to inside wiring necessary to transmit the full range of its Services for Residential Subscribers living in multiple dwelling unit buildings, within the time periods set forth in Applicable Law. The Franchisee shall diligently pursue access to all buildings containing Residents that are not currently wired for Residents to receive any Services from the Franchisee.

2. Unwired Buildings. If the Franchisee is unable to fulfill any such request within sixty (60) Days because a multiple dwelling unit building is not currently wired for Residents to receive any Services from the Franchisee, it shall provide written notice within seventy-two (72) hours after the expiration of such sixty (60) Day period to the City and the Person requesting Services. The notice shall state whether or not such Services can be provided and, if known, the date by which the Person requesting Services may expect to receive such Services.
3. New Construction and Conversions. Notwithstanding Section 4.2A1, for any building which has been constructed or converted to residential use after the Effective Date, and which is not passed by the Cable System at the time of the request for Services, the Franchisee shall fulfill each request for Services not later than ninety (90) Days after receiving the request for Services, but for any such building for which the Franchisee needs to obtain a permit, license, or other authorization from the City or any other Person to connect such building to the Cable System, the Franchisee shall fulfill each request for Services not later than ninety (90) Days after receiving all necessary permits, licenses, and other authorizations from the City or any other Person. The Franchisee shall use its best efforts to obtain any such permit, license, or other authorization.

B. Drops.

1. Fees. The Franchisee shall charge its standard installation fee to Residents for installation of connections that do not require in excess of one hundred twenty-five (125) feet of underground trenching per Drop, or one hundred twenty-five (125) feet of aerial wiring per Drop. For longer connections, the Franchisee shall not charge more than its actual cost (including a reasonable charge for overhead) for the portion of the connection from the closest point on the Subscriber Network to the residence to the point that is one hundred twenty-five (125) feet from the residence; provided, further, that, in the event multiple Subscribers share the same connection to the Subscriber Network at the time of installation, the Franchisee shall allocate such actual cost (including a reasonable charge for overhead) evenly among such Subscribers. Any such additional charge of actual cost shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the 125 foot standard. Under no circumstances will Franchisee be required to extend its distribution cable beyond 175 feet. However, if the Franchisee determines it is economically and technically feasible to do so, the Franchisee may elect to extend its distribution cable beyond 175 feet.
2. Location. Whenever technically possible, Franchisee shall meet each Subscriber's desire regarding the point at which the Drop enters the Subscriber's residence or other structure, and the point at which the Drop terminates inside the structure. Drops shall be placed underground whenever other utilities are located underground.
3. Removal Upon Termination. Upon the termination of Service, Franchisee shall either entirely remove its Drop or secure the Drop in a method reasonably acceptable to City or Subscriber.
4. Non-obstructive and Unobtrusive Locations. All cable within buildings and all Drops outside buildings shall be located so as to be as non-obstructive and unobtrusive as practicable.

4.3 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program, or signal transmitted over the Cable System by the Franchisee.

4.4 Disconnection for Cause.

- A. Cause. Franchisee may immediately disconnect a Subscriber for demonstrable reasonable cause, including, but not limited to, due or owing accounts between the Subscriber and Franchisee, theft of Service, or theft of or vandalism to Franchisee property. Franchisee may restore Service after the

Subscriber provides adequate assurance that the Subscriber has ceased the practice that led to the disconnection, and paid all fees and charges, including any reconnect fees and amounts owed the Franchisee for damage to its Cable System or equipment.

- B. Signal Leakage. Franchisee may disconnect a Subscriber who causes signal leakage in excess of federal limits. Franchisee may disconnect a Subscriber without notice where signal leakage is detected originating from the Subscriber's premises in excess of federal limits, provided the Franchisee shall immediately notify the Subscriber of the problem, and, once the problem is corrected, reconnect the Subscriber.

4.5 Residential Subscribers Served Under Bulk Agreements. The Franchisee may enter into or maintain any "bulk rate" agreements permitted under Applicable Law. With respect to Residential Subscribers who receive Services under such bulk rate agreements, the Franchisee shall permit MOCC to exercise its responsibilities under this Agreement to such Subscribers in a manner comparable to the way in which it exercises its responsibilities with respect to other Residential Subscribers.

4.6 Cable Service to New Developments. Franchisee shall install its Cable System, excluding only Drops to individual dwelling units, in all new subdivisions and developments on the date on which electric or telephone facilities are installed in such subdivision or development unless Franchisee is not timely notified of the subdivision or development. After Cable System installation, Franchisee shall be capable of providing Cable Service to any dwelling unit in such subdivision or development solely by the construction of a Drop to the Subscriber premises when such dwelling unit is constructed.

4.7 Continuity of Service. Franchisee shall operate the Cable System and provide Cable Service twenty-four (24) hours per Day, seven (7) Days per week. Franchisee shall voluntarily interrupt the provision of Cable Service only with good cause and for the shortest time possible and, except in emergency situations, or as otherwise provided in this Agreement, only after periodically cablecasting notice of the service interruption, including at the same time of day as the anticipated interruption. Service may be interrupted without notification between 12:00 a.m. and 6:00 a.m. for routine testing, maintenance, and repair, on any night except Friday, Saturday, or Sunday, or any night preceding a Holiday.

4.8 Location of Headquarters. Franchisee's system office facilities and headquarters for the Baltimore City Cable System shall be located within the Franchise Area and shall be staffed by an officer of the Franchisee with full decision-making authority over the day-to-day operations of the System. As of the Effective Date, Franchisee's Office facilities and headquarters are located at 5801 Metro Drive. The Franchisee shall notify the City not less than thirty (30) Days prior to changing said location from time to time.

4.9 Classification of Cable Modem Service.

- A. Acknowledgement. The City and Franchisee acknowledge that: (i) on March 15, 2002, the FCC released a declaratory ruling that cable modem service is not a cable service within the meaning of Section 602(6) of the Cable Act (47 U.S.C. § 153(20)); (ii) the declaratory ruling has been appealed in the federal courts, the Ninth Circuit has determined that cable modem service is both an information service and a telecommunications service (*Brand X Internet Services v. Federal Communications Commission*, Docket No. 02-70518, 2003 WL 22283874 (9th Cir. 2003), and the matter will be subject to additional proceedings; and (iii) on March 15, 2002, the FCC also issued a notice of proposed rulemaking seeking comment on the regulatory implications of the declaratory ruling and will issue rules pursuant to the notice of proposed rulemaking which may be subject to yet further proceedings.
- B. Reservation Rights. Notwithstanding Section 11.2 of this Agreement, the City and the Franchisee each reserve, to the fullest extent, their respective rights arising from (i) the FCC March 15, 2002 declaratory ruling; (ii) any subsequent proceedings, including, but not limited to, judicial, legislative, and administrative proceedings, relating to the declaratory ruling; (iii) the notice of proposed rulemaking; and

(iv) any subsequent proceedings, including, but not limited to, any rules and requirements and any judicial, legislative, and administrative proceedings relating to such rulemaking.

4.10 Ownership of Installed Wiring. Ownership of all wiring installed by Franchisee inside Subscribers' dwellings plus that extending on the outside of Subscribers' dwellings plus any such further length of cable extending beyond the exteriors of Subscribers' dwellings shall be determined as required by FCC requirements (76 C.F.R. §76.800 *et seq.*) and other Applicable Law.

SECTION 5

CABLE SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

5.1 Cable System Design and Capacity; Technical Performance. Throughout the Term of this Agreement, the Franchisee shall operate and maintain the Cable System in accordance with Applicable Law and this Agreement. In addition, the Franchisee shall maintain the System in overall compliance with the System characteristics and plan for Upgrade of the System as provided in Appendix A to this Agreement; provided, however, that the Franchisee reserves the right to modify such plan from time to time, with prior notice to the City, so long as the Cable System remains in compliance with the technical standards and requirements of Applicable Law and all other requirements of this Agreement.

5.2 Signal Quality and Security. Franchisee shall provide to the Subscribers a level of signal quality emanating from the headend that meets or exceeds FCC technical standards. The Cable System shall have the means for users to acquire signal security for selected channels and subchannels, such as the current methods of analog scrambling, tier filters, individual Channel trapping, Channel blocking via the customer set-top box and digital encryption and such future methods as may be developed from time to time.

5.3 Leased Services. The Cable System shall comply with all Applicable Law regarding the requirement to provide Leased Channels on the Cable System.

5.4 Interactive Services/Two-Way Cable Modem Service. The Upgrade of the Cable System in the Franchise Area shall be completed on or before December 31, 2006. Upon completion of the Upgrade of each node service area, such area shall be Two-Way capable, which shall allow for the capability to deliver interactive Services, including Two-Way cable modem service. The Franchisee shall comply with Applicable Law pertaining to competitive access to its Cable System for the provision of Internet access Services.

5.5 Audio Services. The Cable System offers a wide variety of audio services. The System shall be capable of transmitting secondary audio programming (SAP). Upon completion of the Upgrade, it is anticipated that the Cable System will continue to be capable of offering a wide variety of digital music Services.

5.6 Digital Television Programming. Increased digital programming shall be provided. The System shall provide no fewer than two hundred (200) digital Channels. Examples of such Digital Services may include pay-per-view programs, premium Channels and special interest programming.

5.7 Signals/Channels.

- A. Services. The Franchisee shall carry Services, including local commercial television broadcast signals, in accordance with Applicable Law. The Franchisee shall endeavor to offer to all Subscribers a diversity of Services. The Franchisee shall provide to the City a listing of all Services it offers to Subscribers and the rates, in the form attached as Appendix D to this Agreement.
- B. Upgrade. As of December 31, 2006, Franchisee will have completed an Upgrade to the Cable System comprised of hybrid fiber-optic/coaxial cabling constructed in a node topography, with said Cable System having an initial bandwidth of 860 MHz. The Cable System will include the following types of Channels and Services:

1. Analog Channels: Six (6) MHz of bandwidth provided in analog form, which shall include both the visual and aural carriers and corresponding sidebands that constitute the picture and sound of an NTSC television program. Franchisee shall provide a Channel capacity of 78 NTSC Channels. Franchisee shall provide Analog Channels in accordance with Applicable Law.
2. Digital Service: a Service that is transmitted in a digital form.
3. Digital Television Channel: a Channel which is transmitted in a digital format; which utilizes digital compression and encryption technologies; and which occupies sufficient bandwidth to enable the transmission of a high-quality television program at the Cable System's standard.

5.8 Parity with Neighboring Jurisdictions. If the Franchisee or an Affiliated Person provides a new Cable Service on a commercially deployed basis in the Region, then the Franchisee, within thirty-six (36) months, shall provide such Cable Service on the System unless the Franchisee reasonably determines and demonstrates in writing to the City, within eighteen (18) months of such commercial deployment, that doing so would not be Economically and Technically Feasible and Viable. Nothing in this Section 5.8 shall require identity of programming throughout the Region.

5.9 Testing. The following shall apply to Franchisee's compliance with FCC rules and regulations pertaining to cable television technical standards for signal quality:

- A. Testing Procedure; Technical Performance. Throughout the term of this Agreement, the Franchisee shall operate and maintain the Cable System in accordance with the City's testing procedures and the technical performance standards as provided in Appendix A to this Agreement. The Franchisee shall give at least four (4) Days prior notice to MOCC of any scheduled Cable System test performed in accordance with Appendix A or as required by FCC regulations so that the City may arrange to have an engineer or other person observe the Franchisee's engineer or other person performing such test.
- B. Special Tests. At any time after commencement of Service to Subscribers, the City may require additional tests, full or partial repeat tests, or tests involving a specific Subscriber's converter. Requests for such additional tests will be made only on the basis of a significant number of complaints received or other pertinent and valid evidence reasonably demonstrating non-compliance with FCC standards, and such tests will be limited to the particular matter in controversy. The City will endeavor to arrange its requests for such special tests so as to minimize hardship or inconvenience to Franchisee and the affected Subscribers.
- C. Testing Vehicle and Equipment. In order to enable the Franchisee to test the ability of the Cable System to perform in accordance with Appendix A to this Agreement, the Franchisee shall have available to it, at all times and in good working order, in the Franchise Area:
 1. all necessary testing and monitoring equipment specified in Appendix A, or equivalent equipment;
 2. any other equipment necessary to monitor the performance of the Cable System (including any upgrades to the testing and monitoring equipment specified in Appendix A to this Agreement); and
 3. one (1) or more motor vehicles collectively capable of containing and having all such equipment installed therein promptly, and which shall be used for the purpose of such tests.
- D. Current Technical Report. As part of the first annual report submitted pursuant to Section 11.6A of this Agreement, after the fifth (5th) anniversary of the Effective Date of this Agreement, the Franchisee shall explain what it has done or plans to do to keep pace with Current Technology, including keeping pace

with a new or improved level of technical or service performance provided in neighboring jurisdictions pursuant to Section 5.8 of this Agreement. At a minimum, such report shall identify:

1. new Services which have been or are scheduled to be offered to Subscribers;
2. new technologies which have been or are scheduled to be deployed in connection with the Cable System; and
3. new equipment which has been or is scheduled to be deployed as part of the Cable System.

The City may, but shall not be obliged to, schedule a public hearing or meeting to discuss such report and the deployment of Current Technology in the Cable System. Pursuant to Section 11.3 of this Agreement, the Franchisee shall participate in such public hearing or meeting.

- E. FCC Reports. Franchisee shall provide the City with the reports required by Section 11.9 of this Agreement.

5.10 Headend/Hubs Design and Intrasystem Interconnection.

- A. As of the Effective Date, the headend facility is located at 2525 Kirk Avenue, Baltimore, Maryland, 21218; should this facility be relocated from this site, the headend facility shall be relocated to a location within the Franchise Area for the duration of the Term of this Agreement. For the duration of this Agreement, Franchisee shall maintain the headend at a level capable of receiving and transmitting all Signals necessary to make up channel capacity as utilized in the System in Baltimore City.
- B. The headend facility is the central Signal-processing site for the System. Signals from the various programming sources are received via off-air antennas, satellite dish antennas, terrestrial microwave antennas, and fiber optic links located at the headend, where they are combined into the unique package of programming.

5.11 System Bandwidth and Capacity.

- A. Downstream. The Upgraded System shall have a Downstream bandwidth of at least eight hundred eight (808) MHz from fifty-two (52) MHz to eight hundred sixty (860) MHz. The Downstream bandwidth shall be allocated between Analog Channels and Digital Services, and this allocation may change over time.
- B. Upstream. The Upstream bandwidth shall be thirty-five (35) MHz, from five (5) MHz to forty (40) MHz. This bandwidth will be used for digital Signals. The Franchisee anticipates accommodating any analog video Signals on routes other than the Upstream bandwidth.

5.12 Emergency Override. The Franchisee shall comply with the Emergency Alert System ("EAS") requirements set forth in 47 C.F.R. Part 11 (or any successor thereto).

SECTION 6 PUBLIC SERVICES

6.1 Provision of PEG Channels.

- A. Franchisee to Provide. Franchisee shall provide PEG Channels at no charge on the Cable System, as specified in this Agreement. Such Channels shall be available twenty-four (24) hours per Day throughout the Term of this Agreement at no cost to Subscribers, City, or PEG Users (initial or on-going). The PEG

Channels shall be in addition to any capacity provided on the Institutional Network. Franchisee shall continue to provide the same levels of equipment and support for these Channels as is being provided as of the Effective Date.

- B. Location. All PEG Channels shall be placed on the basic tier of service (and in the lowest tier of service, if different), shall be available to all Subscribers and can be in either analog (6 MHZ NTSC) or digital format, at the City's option, capable of carrying the same information as a 6 MHZ NTSC signal, so long as at all times they are in the same format used by Franchisee for the principal local off-air Channels that are provided to Subscribers on its Cable System. PEG Channel assignments shall be the same throughout the System. Franchisee shall use reasonable efforts to cooperate with any other cable operators to ensure that PEG Channel assignments are the same for all cable systems in the City.
- C. Relocation. PEG Channel assignments shall not be changed unless there is good cause, and in no case shall a given PEG Channel be moved from one Channel number to another number (e.g. from Channel 7 to Channel 12) more often than once every forty-eight (48) months. The Franchisee will make reasonable efforts in any relocation of PEG Channels, or any relocation of any other Channels, to ensure that the PEG Channels are reasonably proximate to each other. Franchisee must give City and each PEG User at least three (3) months advance notice of any change in the Channel number on which a PEG Channel will be distributed on Franchisee's System. Any such relocation must be to a Channel of technical quality equivalent to that of other Channels on the System. In addition, the Franchisee shall provide, at Franchisee's expense, at least thirty (30) days advance notice of such Channel relocation in monthly bills or another mailing sent to Subscribers.
- D. Editorial Control. Franchisee shall not exercise any editorial control over any use of PEG Channel capacity (including Channels provided under Section 6.1B), or the content of programming on PEG Channels (except for such programming as the Franchisee may produce or provide for its account), nor shall Franchisee or its Affiliates incur any liability under this Agreement for any PEG programming carried on any PEG Channel.
- E. Signal Quality. The Franchisee shall transmit the signals of the PEG Channels without altering or degrading the signal, failing to retransmit, or removing any formatting or coding information associated with such signal, such as secondary audio programming ("SAP") and closed captioning. The Franchisee shall use the same or better quality equipment and engineering practices to transport the Signal of the PEG Channels as it uses to transport the Signal for the commercial broadcast Channels.
- F. Outages. In the event of failure of the headend, Signal Input Points (as defined in Section 6.4), Remote Signal Input Points (as defined in Section 6.4), or interconnection, the Franchisee shall respond within four (4) hours after receiving notice from a PEG facility. The Franchisee shall restore service through such failed interconnection or facility as soon as reasonably possible, but not later than twenty-four (24) hours after receipt of such notice from a PEG User or facility, absent some delay or failure beyond the control of the Franchisee.
- G. Subscriber Reception of PEG Digital Channels. The Franchisee shall make available a digital cable converter, which permits the Subscriber to receive all PEG Digital Channels, but no other digital service, to those Subscribers who would not otherwise receive PEG Digital Channels because the Subscriber does not subscribe to Franchisee's digital services. When Franchisee first provides PEG Digital Channels, the Franchisee shall announce the availability of a digital cable converter to each Subscriber, and announce it annually thereafter.

6.2 Number of PEG Channels.

- A. Number of Channels. Franchisee shall provide eight (8) downstream PEG Channels in analog format. In the event that the Franchisee discontinues carriage of analog Channels on the System and converts to an

all-Digital Service format, then the Franchisee shall continue to provide eight (8) downstream PEG Channels via Digital Service. PEG Channel capacity and use shall be allocated by the City in its sole discretion. The Franchisee shall provide, at its cost and expense, for all equipment necessary for the PEG facilities to transmit on the digital Channels instead of the analog Channels.

- B. Channel Activation. The decision to activate an additional PEG Channel is, in all events, a decision to be made in the sole discretion of the City, after notice to the Franchisee. The Franchisee shall, without charge to the City, activate and make available an additional PEG Channel not later than one hundred twenty (120) Days following receipt of a notice from the City that the City desires to activate an additional PEG Channel; provided, however, that the Franchisee shall not be required to activate more than one additional PEG Channel in any twelve (12) month period.

6.3 Allocation and Use of PEG Channels.

- A. By City. PEG Channels are, and shall be, allocated by the City in its sole discretion. City may, at any time on ninety (90) days notice to Franchisee, allocate or reallocate the usage of the PEG Channels among and between different uses and PEG Users.
- B. Rules and Procedures. City may, from time to time, adopt and revise rules and procedures as to when and how Franchisee may use the PEG Channels for the provision of video programming if the PEG Channels are not being used for their respective purposes. Franchisee shall use the PEG Channels solely in accordance with such rules and procedures and, except for PEG Channels being used by Franchisee, shall have no responsibility or control with respect to the programming of such Channels.

6.4 Signal Input Points. For purposes of this Agreement, Signal Input Points refer to the facilities that connect the permanent facilities of PEG Users to the Cable System and provide the connection by which such Users provide their programming to Franchisee for immediate retransmission to Subscribers. Remote Signal Input Points are signal input points for PEG programming that are used intermittently (but repeatedly) from the same location, such as from a community center, a high school football field, or the like.

- A. As of the Effective Date, the Franchisee has provided, in good working order, the Signal Input Points at the PEG facilities shown on Appendix B for the receipt of the signal by Franchisee from PEG Users for simultaneous distribution of video programming to Subscribers on the Cable System in City. The Signal Input Points include all equipment required for the transport of video and audio source material, including, without limitation, laser transmitters, modulators, processors, drops, and wiring, so that each such center can send signals to the headend via the I-Net on at least one path initially. For the purposes of this provision, "good working order" shall mean that the Signal Input Point has sufficient fiber optic connectivity in operating condition and such equipment as is necessary for such fiber optic connection to be active and send Signals.
- B. Remote Signal Input Points shall be provided by Franchisee from which a real time video signal shall be transmitted by Franchisee simultaneously to Franchisee's local headend for simultaneous distribution on the Cable System in the City. The initial Remote Signal Input Points as of the Effective Date are set forth in Appendix B.
- C. The Franchisee shall be responsible for any fiber and equipment of Franchisee at such Signal Input Points and Remote Signal Input Points that is not in good working order as of the Effective Date, and the City shall be responsible for any City fiber and equipment at such Signal Input Points and Remote Input Points that is not in good working order as of the Effective Date. The City shall be responsible for the cost of any new fiber and equipment requested or required by the City at the Signal Input Points and Remote Input Points.

- D. Signal Input Points and Remote Signal Input Points shall, unless otherwise specified by City, accept baseband composite video and audio signals in analog (6 MHZ NTSC) format.
- E. The City may change Signal Input Points and Remote Signal Input Points upon reasonable notice to Franchisee, such as if the PEG User of a Channel changes or the main studio of a PEG User moves to another location. Any such change shall be to a location that provides both adequate signal capacity and adequate safeguards for the security of the Cable System. In the event that the location of a Signal Input Point or Remote Signal Input Point changes, the City may request that the Franchisee connect the new location to the Cable System. Upon the City's receipt and approval of an estimate of the cost for Franchisee to make such connection, the Franchisee shall promptly make such connection, and the City shall reimburse the Franchisee for such cost.
- F. Upon notice from the City, the Franchisee shall be responsible for providing, constructing, and installing, at the Franchisee's cost and expense, a fiber optic link from a node designated by the City to the Franchisee's headend, to enable the transmission of Signals from one or more of the Signal Input Points to the Franchisee's headend for transmission of PEG programming on the PEG Channels. Such fiber optic link shall meet or exceed the Electronic Industry Association Standard 250-C, entitled "Electrical Performance Standards for Television Transmission."

6.5 Capital Support For Equipment and Facilities For PEG Channels.

- A. Franchisee shall pay to the City, for capital costs, including, without limitation, facilities and equipment, ongoing support of fifty cents (\$.50) per Subscriber per month, for the Term of this Franchise Agreement, or so long as Franchisee is providing Cable Service in the City, whichever is longer. This per-Subscriber grant shall be computed and paid in the same manner and on the same schedule as the Franchise Fees set forth in Article 10, and shall be subject to the right of the City to inspect, audit, and re-compute in the same manner as for Franchise Fees under Article 10 and with late payments subject to interest in the same manner as are Franchise Fees. The amount of this per-Subscriber grant shall increase by the following amounts on the following anniversaries of the Effective Date:

<u>Anniversary</u>	<u>Amount</u>
2nd	\$.02
5th	\$.03
7th	\$.02
10th	\$.03

Franchisee and City agree that the obligations set forth in this Section are not "franchise fees" within the meaning of 47 U.S.C. § 542.

- B. Upon the enactment of this Ordinance, the City agrees to select and convene a Board of Incorporators (the "Board") to work with the City to create a public access entity to be responsible for the management of public access cable television programming. This Board shall consist of thirteen members appointed by the Mayor. All members of the Board shall be City residents. It shall include at least three members of the public access broadcasting community, at least two members of the Cable Communications Advisory Commission, one representative from MOCC, one representative from the Department of Law, one representative from the Council selected by the President of the Council, and five additional members as determined by the Mayor.

The Board shall develop the structure of a tax-exempt organization under section 501 of the Internal Revenue Code (the "Corporation"). The Corporation shall be created by the City, and upon creation shall operate independently thereof. It shall generally serve as the public access entity for the citizens of Baltimore. It shall receive and disperse the public access portion of the PEG capital support provided for

in this Section, as well as any grant for PEG purposes Franchisee may provide in connection with the grant of the Franchise, and such other funds (if any) made available to it from time to time by the City. The Corporation shall enter into an agreement (the "Operating Agreement") with the City in accordance with all standard City contractual requirements, including but not limited to provision for regular City audits, the use of generally accepted accounting and auditing principles, and an acceptable budgeting process prior to the receipt of funds from the City.

Subject to the conditions above, the City shall pay to the Corporation, or to any successor entity thereof, or to third parties on the behalf of the Corporation, one-third (1/3) of the monies collected as capital support for PEG purposes pursuant to this Section, if, as, and when collected by the City. These funds shall be expended only for capital costs for public access purposes. Prior to receipt of any funds from the City, the Corporation (i) shall have entered into the Operating Agreement in accordance with this Section, and (ii) shall be and remain in good corporate standing with the State of Maryland. The Corporation shall apply all funds received from the City in accordance with the terms and conditions of this Franchise and the Operating Agreement.

6.6 Publicity. Franchisee shall undertake the following PEG Channel publicity activities at its own cost and expense:

- A. City may request, from time to time, and Franchisee shall use reasonable efforts to provide, to City and PEG Users, a reasonable number of advertising avails on an "as available" basis for advertising spots promoting public, educational, and government programming. Such spots shall be prepared by, and at the expense of, the City or PEG User, as applicable.
- B. Franchisee shall list all PEG Channels on print and cablecast electronic program guides.
- C. Franchisee shall include written information about public, educational and governmental access programming and activities in its customer handbook and in materials given to new Subscribers.

6.7 Services to Government, Educational, and Other Facilities.

- A. Service Provided. The Franchisee shall provide Basic and Standard Service, and any equipment necessary to receive such service, free of charge, to: (i) the facilities specified in Appendix C, (ii) all new facilities requested from time to time by the City pursuant to Section B of this Section; and (iii) all facilities that are relocated from time to time pursuant to Section B of this Section.
- B. Installation and Relocation. Upon request of the City, the Franchisee shall, without charge, install one activated outlet at each public educational institution and each building or facility owned by or leased to, and used by, the City, within the Franchise Area, as shall be designated by the City from time to time; provided, however, that a total of not more than five (5) such new outlets shall be required in any calendar year. The City shall be responsible for reimbursing the Franchisee for the Franchisee's cost of installation of such new outlets where the Drop is greater than one hundred fifty (150) feet in length. The Franchisee shall not be entitled to reimbursement for its cost of installation of such new outlets where the Drop is one hundred fifty (150) feet or less in length. The City shall be responsible for reimbursing the Franchisee for the Franchisee's cost to relocate any outlets after their initial installation, when such relocation is requested by the City. The Franchisee shall be responsible for the cost to relocate any existing outlets where the relocation is due to the Franchisee's requirements.
- C. Activation of Appendix C Locations. In the event that any facility listed in Appendix C does not have an outlet and Drop as of the Effective Date, the City shall be responsible for reimbursing the Franchisee for its cost of installation of the outlet and Drop, regardless of the length of the Drop; provided, further, that any such facility listed on Appendix C that does not have an activated outlet and Drop as of the Effective

Date and receives an activated outlet and Drop after the Effective Date shall not count as part of the City's five (5) new outlets per calendar year pursuant to Section B of this Section.

6.8 Leased Access. Franchisee shall make available suitable Channel capacity for leased access by third parties not Affiliated with Franchisee to the extent from time to time required by federal law and regulations. Franchisee shall have the sole responsibility for all operating aspects and for the fixing of rates and conditions for leased access use.

6.9 Cost Borne by Franchisee. All the equipment, services and grants provided in this Article 6 shall be provided without any cost of any kind (initial, one time, on-going or recurring), except such costs as are specifically described, to City or to PEG Users.

6.10 Institutional Network. The parties have entered into a separate agreement entitled "I-Net Transfer and Modification Agreement." The Franchisee shall comply with all requirements of that agreement in connection with, and shall continue its ongoing operation and maintenance of those portions of, the Institutional Network, including those portions not transferred to the City under said agreement.

SECTION 7 EMPLOYMENT AND PURCHASING

7.1 Equal Employment Opportunity. Franchisee shall comply in all respects with Federal, state and local equal employment opportunity ("EEO") and non-discrimination laws and regulations including, but not limited to, the FCC's EEO rules set forth at 47 C.F.R. § 76.75 *et seq.*, and Article 4, Section 3-1 of the Baltimore City Code. Franchisee shall make rigorous efforts to develop a workforce with minority representation at all levels.

7.2 Hiring.

- A. Franchisee shall be required to comply with the City's First Source Hiring Initiative and shall execute a First Source Hiring Agreement in the form provided by the City.
- B. In accordance with the Agreement required in Section 7.2A above, and to the extent available and appropriate, Franchisee shall designate MOED as a principal recruitment, referral, and training agent. Franchisee shall identify a representative to work with MOED for the purpose of communicating hiring needs and providing hiring status on all job applicants upon request of MOED.
- C. Franchisee shall fund, sponsor, and/or support the following workforce elements or their equivalents:
 - 1. Identify expert guest speakers to discuss the cable workforce environment for job-seeking customers at the City's One Stop Career Centers;
 - 2. Participate in the Mayor's YouthWorks Summer Jobs Fair for City teens;
 - 3. Hire youth to fill summer job positions, to the extent that such positions are appropriate for youth under applicable safety regulations.
 - 4. Develop internships and job shadowing opportunities for youth. In the event that Franchisee is unable to acquire workers' compensation insurance as may be required by Applicable Law, the City will use its best efforts to provide such coverage on City policies, with Franchisee to reimburse the City for the cost of such coverage;
 - 5. Participate in an annual conference for workforce development professionals;
 - 6. Participate in quarterly and targeted job fairs;

7. Develop on-the-job training programs for entry level positions.

- D. Compliance Report. Franchisee shall submit to MOED and MOCC an annual report on its compliance with Section 7.2 of this Agreement.

7.3 MBE/WBE. Franchisee agrees to comply with the City's statutes, ordinances and regulations regarding participation by minority business enterprises ("MBEs") as if it were a contractor receiving funding from the City provided that enforcement of this Section shall be exclusively by way of liquidated damages and in no event shall the City seek to suspend or rescind the Franchise for any violation of this Section and women's business enterprises ("WBEs"). The Franchisee shall use reasonable, good faith efforts to meet a goal for participation by MBE and WBE for purchases and construction contracts as established by the City's Minority and Women's Business Opportunity Office ("MWBOO"). MWBOO shall administer the provisions of this Section on behalf of the City, and Franchisee shall comply with MWBOO rules and requirements.

- A. Documentation to the City on MBE/WBE. Six (6) months after the Effective Date and every six (6) months thereafter while upgrade construction under this Agreement is in progress, and annually thereafter, the Franchisee shall submit to the City written documentation, including executed contracts, service agreements and utilization commitment forms, that shall identify the particular MBE/WBEs that are (i) contracting directly with the Franchisee; or (ii) subcontracting with prime contractors who contract directly with Franchisee. The documentation submitted to the City shall specify the dollar value of the participation, type of work to be performed, and such other information as the City may reasonably request.
- B. Waiver of MBE/WBE. In the event that, after the use of reasonable, good faith efforts to meet the goals for MBE and WBE participation established pursuant to this Section 7.3, the Franchisee is able to demonstrate to the City's satisfaction that sufficient qualified and willing MBEs and WBEs are unavailable, then Franchisee may request a waiver or reduction of the MBE/WBE goals.
- C. Report on MBE/WBE. Six (6) months after the Effective Date and every six (6) months thereafter, the Franchisee shall submit to MOCC a report on its compliance with this Section 7.3. Franchisee may satisfy this requirement by copying MOCC on any such report that it files with another City agency on a semiannual or more frequent basis.

7.4 Prequalification. Franchisee and each of its contractors and subcontractors performing work with respect to the Cable System in excess of the dollar amount established by the City shall be prequalified annually with the City. The Franchisee and its contractors and subcontractors shall submit such forms and other information as may be required by the DPW, the DOT, and the Purchasing Agent to obtain such prequalification annually.

7.5 Compliance. Franchisee shall ensure that the requirements of Section 7 are adhered to by any Affiliated Person or contractor or subcontractor that is regularly performing functions on the System.

SECTION 8 FEES AND CHARGES

8.1 General Requirement.

- A. Compliance with Law. Each fee, charge, deposit, or associated term or condition imposed by the Franchisee or any Affiliated Person for:
1. any equipment, installation, or other activity subject to Section 623 of the Cable Act (47 U.S.C. § 543) (or any successor thereto) and the rules and regulations issued in connection therewith, or

2. any Service, shall be consistent with the requirements of such provision and of any other Applicable Law.

- B. Current Fees and Charges. A schedule of the Franchisee's current fees, charges, deposits, terms, and conditions as of the Effective Date of this Agreement is set forth in Appendix D to this Agreement. The Franchisee shall not change the Services it offers or the rates it charges therefor without meeting all requirements of any Applicable Law and this Agreement.

8.2 Notice of Change. In addition to any notice required by any Applicable Law, not fewer than thirty (30) Days prior to the effective date of any change in any such fee, charge, deposit, term, or condition, the Franchisee shall:

- A. submit notice of such changes to MOCC;
- B. provide written notice to each affected Subscriber utilizing the affected Service, which notice shall include the telephone number(s) for accessing the Franchisee's automated telephone descriptions of such change pursuant to Subsection D of this Section;
- C. post notice of such change in the lobby of Franchisee offices and in all customer service centers in the City; and
- D. offer descriptions of such change via an automated telephone system, which descriptions shall be in English and Spanish.

8.3 No Discrimination.

- A. General. Except to the extent otherwise permitted by any Applicable Law (and with the City's approval, where the City is exercising such authority pursuant to Applicable Law), the Franchisee shall not discriminate among Subscribers with respect to fees, charges, deposits, and other terms and conditions affecting any Service, or any equipment, installation, or any other activity subject to regulation under Section 623 of the Cable Act (47 U.S.C. § 543) (or any successor thereto) and the rules and regulations issued in connection therewith. All such fees, charges, deposits, and other terms and conditions must be applied fairly and uniformly to all Subscribers in the Franchise Area.
- B. Exceptions. Nothing contained in this Section shall prohibit the Franchisee from offering, to the extent permitted by any Applicable Law:
 1. discounts to senior citizens or economically disadvantaged groups;
 2. different charges for Residential Subscribers than for Non-Residential Subscribers;
 3. sales promotions and other discounts or reduced charges for a reasonable period of time, which are offered to all Residential Subscribers for the same length of time, although the start date of such promotions, discounts, or reduced charges may be staggered;
 4. sales promotions and other discounts or reduced charges for a reasonable period of time, which are offered to a discrete class of Subscribers which may affect the fees, charges, deposits, and other terms and conditions for such Subscribers;
 5. bulk rates; or
 6. other special, short-term discounts or reduced charges to identifiable classes of Subscribers or potential Subscribers for reasonable categories of Service.

- C. Refusal of Service. Franchisee may refuse to provide Service to any Person for demonstrable reasonable cause, including, but not limited to, due or owing accounts between such Person and Franchisee, theft of Service, or theft of or vandalism to Franchisee property.

8.4 Service to Disabled Subscribers. The Franchisee shall comply with all applicable FCC rules related to provision of Service to disabled Subscribers.

8.5 Subsequent Changes. To the extent that any Applicable Law may in the future permit the City to regulate fees, charges, deposits, and the terms and conditions with respect thereto, the City shall not be estopped or prevented from so doing by any provision of this Agreement.

SECTION 9 CUSTOMER SERVICE STANDARDS, CUSTOMER BILLS, AND PRIVACY PROTECTION

9.1 Consumer Protection Standards. The Franchisee shall comply in all respects with all applicable customer service and consumer protection requirements set forth in Applicable Law. Franchisee must maintain records and documentation sufficient to show compliance with all applicable customer service and consumer protection standards.

9.2 Customer Bills. Bills sent by the Franchisee to the Subscriber for Cable Services are to be clear, concise, and understandable. All bills shall be fully itemized and clearly delineate all activity during the billing period, including dates of service being billed, optional charges, rebates, and credits. The Franchisee must include on Subscriber bills the information required by Applicable Law.

9.3 Privacy Protection. The Franchisee shall comply with Section 631 of the Cable Act (47 U.S.C. § 551), FCC rules and regulations concerning Subscriber privacy, and any other Applicable Law or regulation pertaining to Subscriber privacy.

9.4 Service Centers; Bill Payment Locations; Administrative Office.

- A. Service Center. Franchisee shall maintain at least one (1) customer service center ("Service Center") in the City. The Service Center(s) shall be open during normal business hours and at least six (6) hours on Saturdays, have a publicly listed local telephone number, and be operated so as to promptly and efficiently receive Subscriber complaints and requests for repairs or adjustments. At a minimum, each Service Center shall allow Subscribers on a walk-in basis to file complaints; ask questions regarding bills or service; pay bills; request, upgrade or terminate Services; and pick up or drop off equipment.
- B. Bill Payment Location. Franchisee shall maintain, or cause to be maintained, not less than five (5) locations other than the Service Center in the City at which Subscribers may pay their bills. If such location is operated by a third party, a reasonable service fee may be charged by the third party to the Subscriber. Franchisee shall use reasonable efforts to maintain such locations at other than liquor stores. Franchisee shall provide the following to the City as of the Execution Date and shall promptly report any changes thereto to MOCC: (i) a map of bill payment locations; (ii) a schedule of third party service fees; and (iii) description of the procedures used by bill payment locations to process Subscriber payments. To the extent that any Applicable Law may, in the future, permit the City to further regulate bill payment locations, third party service fees, or payment processing procedures, the City shall not be estopped or prevented from so doing by any provision of this Agreement.
- C. Report on Change in Location of Administrative Office. The Franchisee shall give written notice to MOCC not less than thirty (30) Days prior to changing the location of its administrative offices within the City, as specified initially pursuant to Section 2.2C(7) of this Agreement.

9.5 Service Interruptions.

- A. General. The Franchisee shall render efficient Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the Cable System.
- B. Report on Service Interruptions. Not later than the fifteenth (15th) Day after the close of each calendar quarter, the Franchisee shall provide to MOCC a log of all Service outages during the preceding quarter. The log shall identify scheduled and unscheduled outages separately, and shall include a legend that explains the codes used by Franchisee to categorize and describe outages. The log shall also include the following information regarding both scheduled and unscheduled outages: the locations affected by the outages, the time, duration, and probable cause of the outages, the number of homes affected, and the action taken on all failures or outages of the Cable System. The Franchisee shall notify MOCC:
1. of all scheduled outages, by fax or telephone, and shall include the location and the number of homes affected by each scheduled outage; and
 2. of all major unscheduled outages, by fax or telephone, as Franchisee becomes aware of such outages and to the extent that information regarding the location, the number of homes affected by, and the time, duration, and probable cause of an unscheduled outage is available, with updates to MOCC as additional information becomes available.

9.6 Service Complaints.

- A. Response Time. Franchisee shall maintain an adequate force of repair technicians. Franchisee shall respond to Subscriber service complaints, problems, and Cable System outages in accordance with Applicable Law. No charge shall be made to a Subscriber for this service, unless the malfunction is the fault of the Subscriber or the Subscriber's equipment, which shall be Franchisee's burden to prove. Franchisee shall assure rapid repair of major Cable System outages, or other outages that could affect high priority services such as security systems. If a Subscriber is not satisfied with the resolution of a complaint, the Subscriber shall, upon request, be referred to supervisory-level personnel.
- B. Report on Subscriber Complaints. Not later than the fifteenth (15th) Day after the close of each calendar quarter, the Franchisee shall provide to MOCC a log of all Subscriber complaints, written and unwritten, received during the preceding quarter. The log shall include a legend that explains the codes used by Franchisee to categorize and describe the complaints. The log shall also include the following information: the number of complaints, a general description of the complaints by category (excluding personally identifiable information of Subscribers), and the resolution of each complaint or the steps required to resolve any unresolved complaint. For all complaints originally received by MOCC and forwarded to the Franchisee, the Franchisee shall provide a copy to MOCC of any written response by Franchisee to the complaint. Franchisee shall comply with FCC regulations, including 47 C.F.R. § 1713.

9.7 Information to Subscribers.

- A. Franchisee Notice to Subscribers. At the time an installation agreement is signed, the Franchisee shall furnish to each Subscriber a written statement that clearly sets forth a complete schedule of rates, fees, and charges currently applicable to the type of installation, billing policies, information concerning the procedures for making inquiries or complaints, and the address and telephone number of the City office responsible for the administration of the Franchise. The Franchisee shall comply with FCC regulations requiring notice to Subscribers (including, but not limited to, 47 C.F.R. §§ 1602, 1618 and 47 U.S.C. § 551) and shall provide a copy to the City.

- B. City Information to Subscribers. The Franchisee shall carry out, at its cost, not more than four (4) mailings in each three (3) year interval of the Term to Subscribers containing such materials related to cable, telecommunications, and information services as the City provides, at its cost. For any remaining portion of the Term that is less than three (3) years, the number of mailings during such remaining portion shall be reduced proportionately so that the number of mailings during the remaining portion shall be at the same frequency as the balance of the Term.
- C. Prevention of Reception of Undesired Services. Franchisee shall comply with Section 640 of the Cable Act, 47 U.S.C. § 560. In addition, Franchisee shall inform Subscribers at the time of subscription, and annually thereafter, by individual written notice: (i) that they are entitled, upon request and without charge, to receive full blockage of any undesired audio or video programming to which they do not subscribe; and (ii) how to make such a request. Franchisee shall comply with all such Subscriber requests.

9.8 No Interference with Customer Equipment. The Franchisee and any Affiliated Person shall comply with Applicable Law regarding a Subscriber's ability to utilize consumer equipment of the Subscriber's choosing.

SECTION 10 FRANCHISE FEES

10.1 Franchise Fees; Payment Due.

- A. Amount; Date Due. As compensation for the Franchise, the Franchisee shall pay to the City an amount equal to five percent (5%) of annual Gross Revenue throughout the Term of the Agreement. All such Payments shall be made on a quarterly basis and shall be remitted within thirty (30) Days after the last Day of each March, June, September, and December throughout the term of this Agreement and simultaneously with the submission of Franchisee's quarterly report required pursuant to Section 10.2 of this Agreement. The Franchisee may prepay Franchise Fees from time to time with the consent of the City.
- B. Change in Amount. The City may, in its sole discretion, increase the amount of the franchise fee up to the maximum amount permitted under state and federal law at any time provided that the City gives the Franchisee sixty (60) Days advance notice of such an increase and provided that the imposition of the increased franchise fee shall be phased in over two years. If the maximum amount is not specifically provided by law, the City and the Franchisee shall negotiate in good faith to amend the Agreement to specify the increased amount. The Franchisee shall begin paying the increased fee from the effective date of the amendment to the Agreement.
- C. Payment on Transfer. Except as may otherwise be provided in an agreement between the City and the Franchisee authorizing the transfer of the Cable System, in the event of any transfer of the Cable System to any Person pursuant to this Agreement, the Franchisee, as a condition to the City's approval of any such transfer, shall remit to the City any Franchise Fees due based on the Gross Revenue as of the date of the transfer prior to the effective date of the transfer.

10.2 Quarterly Report. Franchisee shall submit to MOCC, with a copy to the Director of Finance, a report in such form and containing such detail as MOCC and the Franchisee shall agree, not later than the date for payment of the fee required by Section 10.1, setting forth the Gross Revenue for the quarter ending on the last Day of the last month of each quarter. The report shall contain a reconciliation between the Gross Revenue shown in the report and the financial statements for the Cable System, prepared in accordance with generally accepted accounting principles, over the relevant time period. The report shall also contain a breakdown of Gross Revenues by major revenue categories, including, but not limited to Basic Service, cable programming service, and premium service.

10.3 Acceptance by City. No acceptance of any Franchise Fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or as a release of any claim that the City may have for further or additional sums payable under this Agreement. All amounts paid shall be subject to audit and recalculation by the City.

10.4 Itemization. If the Franchisee designates the amount of any compensation payment to be made to the City by the Franchisee or by any other Person pursuant to this Agreement, including any payments made on behalf of any Person for whose Services the Franchisee bills Subscribers, it shall do so in a manner that is consistent with Applicable Law and that does not mischaracterize the nature of such compensation payment. The Franchisee shall submit a sample bill containing such a designation to MOCC for review at least fifteen (15) Days prior to mailing a bill containing such a designation for the first time. The Franchisee shall consider any comments received from MOCC on the sample bill.

10.5 Ordinary Business Expense. Nothing contained in this Agreement shall prevent the Franchisee or any Affiliated Person from treating the compensation and other payments that it, they, or either of them pays, or may pay, pursuant to this Agreement as an ordinary expense of doing business and, accordingly, from deducting such payments from gross income in any City, state, or federal income tax return.

10.6 Payments to Be Made to the City.

- A. Use of Cable System. If the Franchisee collects any amounts from Subscribers that are to be paid to any Person for the provision of Services on the Cable System or in connection with the Cable System, the Franchisee shall deduct five percent (5%) from such amounts and include the deducted amounts in its payments to the City pursuant to Section 10.1 and in its quarterly report required pursuant to Section 10.2. Unless otherwise agreed by the Franchisee and the City, this Section shall not apply to the provision of Non-Cable Services on the Cable System.
- B. Collections by Others. If any Person, other than the Franchisee, directly collects any amounts from Subscribers that would constitute Gross Revenue if received directly by the Franchisee, and such amounts are not then paid by such Person to the Franchisee, the Franchisee shall include a provision in its contract or other arrangement with such Person that states that such Person shall remit to the City an amount equal to five percent (5%) of such amounts collected from Subscribers on a quarterly basis. Such provision, which must be approved in advance by the City Solicitor, shall also state that such payments to the City shall be accompanied by a quarterly report similar in form and content to the report required pursuant to Section 10.2 and that the City may enforce the provision directly against such Person. Unless otherwise agreed by the Franchisee and the City, this Section shall not apply to revenues received for Non-Cable Services.

10.7 Franchise Fee and Other Audits.

- A. General. At any time during the Term of the Franchise or for six (6) years after the receipt of a payment pursuant to Section 6.5 or this Section 10 (as applicable), whichever is later, the City, at its expense, may commence and conduct an audit or review, pursuant to Section 11.11, of the payments made pursuant to Section 6.5 and this Section 10 by (i) the Franchisee; or (ii) any other Affiliated Person, to the extent that the Affiliated Person's revenues constitute Gross Revenue. Except in extraordinary circumstances, there shall be no more than one (1) audit for each fiscal year in any twelve (12) month period.
- B. Records. At the City's request, the Franchisee shall provide the source records that support the franchise fee and PEG capital funding calculation, as applicable, for the time period(s) being audited and a reconciliation between the Gross Revenue on which the franchise fee is based and the financial statements for the Cable System and a reconciliation between the PEG capital and the number of Subscribers, as applicable, prepared in accordance with generally accepted accounting principles, regardless of whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds

related to the Franchisee's operation in the City. The Franchisee shall be responsible for maintaining all such records for at least six (6) years following the payments to which they apply, plus the duration of any audit in progress at the end of that six (6) year period, and providing all such records to the City.

- C. Underpayment. Within 30 Days after notice from the City of any underpayment by the Franchisee, the Franchisee shall:
1. pay the amount of the underpayment to the City, plus interest calculated at the rate and in the manner specified in Section 10.10, and shall pay to the City any corresponding underpayment in support required by Section 6.5, with interest calculated at the rate specified in Section 10.10, or
 2. notify the City in writing that it does not agree with the results of the audit and the reasons therefor.
- D. Costs of Audit. If the audit or review reveals an underpayment to the City in an amount that exceeds four percent (4%) of the total amount due to the City from the Franchisee over the time period and for the type of payment audited or reviewed, the Franchisee shall reimburse the City for the City's costs of such audit or review.
- E. Completion. The City shall have a reasonable period of time to complete the audit or review and to accept the audit or review as accurate and final. At the end of such period, the City shall issue an audit closure notice to the Franchisee. Notwithstanding the issuance of such notice, the City shall have the right to reopen any audit or review for a period of twelve (12) months after the date of such notice or at any time upon the discovery that the Franchisee or an Affiliated Person has provided fraudulent information or acted in bad faith during the course of the audit or review.
- F. Reservation of Rights. To the extent the parties disagree about the results of the audit, each party reserves the right to exercise all its rights and remedies under this Agreement and Applicable Law.

10.8 Not Franchise Fees. The Franchisee expressly acknowledges and agrees that:

- A. Except for the payments expressly required by Sections 10.1, 10.6, and 10.7 relating to franchise fees, none of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided or performed by the Franchisee pursuant to this Agreement, or otherwise provided or performed in connection with the construction, operation, maintenance, repair, removal, upgrade, rebuild or enhancement of the Cable System, are franchise fees chargeable against the compensation payments to be paid to the City by the Franchisee pursuant to Sections 10.1, 10.6, and 10.7; and
- B. Except for the payments to the City expressly required by Sections 10.1, 10.6, and 10.7 relating to franchise fees, each of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided by the Franchisee, are within the exclusions from the term "franchise fee" set forth in Section 622(g)(2) of the Cable Act, 47 U.S.C. § 542(g)(2) (or any successor thereto); and
- C. The payments due from the Franchisee to the City pursuant to Sections 10.1, 10.6, and 10.7 shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources, or other activities to be paid or supplied by the Franchisee pursuant to this Agreement; and
- D. The compensation and other payments to be made pursuant to Section 6.5 and this Section 10 shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the City or

to any state or federal agency or authority. Unless the City agrees otherwise, neither the Franchisee nor any Affiliated Person shall have or make any claim for any deduction or other credit for any part of the amount of the compensation or other payments to be made pursuant to this Agreement from or against any fees or charges which the Franchisee or any Affiliated Person is required to pay to the City or other governmental agency or jurisdiction or other governmental taxes of general applicability, including:

1. any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee or assessment which is unduly discriminatory against cable operators or cable subscribers; and
2. income taxes.

Each of the compensation payments, other payments, taxes, and other fees and charges shall be deemed to be separate and distinct obligations of the Franchisee and Affiliated Persons.

- E. Neither the Franchisee nor any Affiliated Person shall apply or seek to apply all or any part of the amount of any City or other governmental taxes or other fees or charges of general applicability, including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers, as a deduction or other credit from or against any of the compensation or other payments to be made pursuant to this Agreement, each of which shall be deemed to be separate and distinct obligations of the Franchisee and Affiliated Persons.

Nothing in this Agreement is intended to preclude the Franchisee from exercising any right it may have to challenge the lawfulness of any tax imposed by the City or any state or federal agency or authority.

10.9 Method of Payment. All payments by the Franchisee to the City pursuant to this Agreement shall be made payable to the Director of Finance and shall be delivered to MOCC.

10.10 Interest on Late Payments. In the event that any payment required by this Agreement, including but not limited to the payment of franchise fees, is not actually received by the City on or before the applicable date fixed in this Agreement, interest on such payment shall accrue from such date at a rate equal to the then-prevailing prime rate of interest for commercial loans as published in the "Money Rates" section of the *Wall Street Journal* or as published by a comparable rate source to be determined by the City should the rate fail to be published by the *Wall Street Journal*. Such interest shall be compounded daily, except as otherwise provided in this Agreement.

SECTION 11 OVERSIGHT AND REGULATION BY CITY

11.1 Oversight.

- A. General. The City shall have regulatory oversight over the Cable System to ensure compliance with the terms and conditions of this Agreement and Applicable Law, including, without limitation, the right to regulate and inspect the construction, operation, maintenance, repair, Upgrade, rebuild, enhancement, and removal of the Cable System, and all parts of the Cable System, provided, however, that the City shall provide not less than three (3) Business Days prior notice to the Franchisee for any inspection that takes place on Franchisee's premises or that requires a representative of Franchisee to obtain access, and provided, further, that such notice shall not be required in the event of an emergency. Regulation may be exercised through any City official, agency, department, duly established public commission, or other Person appointed or authorized by the City to support or assist the City in its regulatory responsibilities.

- B. Compliance. The Franchisee shall establish and maintain managerial and operational standards, procedures, records, and controls to enable the Franchisee to be in compliance with each term and condition of this Agreement at all times required by this Agreement.

11.2 City Reservation of Authority.

- A. Right to Regulate. To the extent allowed by Applicable Law, the City reserves the right to adopt or issue such statutes, rules, regulations, orders, or other directives governing the Franchisee or the Cable System as it shall find necessary or appropriate in the exercise of its police powers or its powers to regulate Cable Service or the Cable System, and the Franchisee expressly agrees to comply with all such lawful statutes, rules, regulations, orders, or other directives; provided that the Franchisee shall not be required to comply with any such statutes, rules, regulations, orders, or other directives that take effect after the Effective Date to the extent such statutes, rules, regulations, orders, or other directives are materially in conflict with the Franchisee's rights and obligations as set forth in this Agreement.
- B. Exceptions. Notwithstanding Section 11.2A, the Franchisee shall comply with each statute, rule, regulation, order, and directive of the City (i) that is of general applicability; (ii) if, in the exercise of its police power, the City finds an emergency exists constituting a danger to health, safety, property, or general welfare; or (iii) if the exercise of the City's police power is mandated by law.

11.3 Franchisee's Participation in Meetings and Hearings.

- A. Board Meetings and Hearings. At the request of the Board or Council, the Franchisee's General Manager, or his or her designee, and other personnel of the Franchisee with relevant expertise in the designated subjects shall participate in any meeting or hearing held by the Board or Council regarding the Cable System, this Agreement, or the Franchisee. The Franchisee personnel shall bring to such meeting or hearing any documents requested by the Board or Council; provided that the documents relate to the terms of the Franchise and which are necessary for the enforcement of this Agreement or the operations, affairs, transactions, or property of the Franchisee, including any documents reasonably known by the Franchisee to be responsive to the request even if such documents are not specifically identified by such request. Any confidential or proprietary information or documents requested for such meeting or hearing pursuant to this Section 11.3 may be provided to the Board or Council in advance of the meeting or hearing. Whether provided at or in advance of the meeting or hearing, any such confidential or proprietary information or documents shall be subject to Section 11.11E of this Agreement.
- B. MOCC Meetings. At the request of the Executive Director of MOCC, the Franchisee's General Manager, or his or her designee, and other personnel of the Franchisee with relevant expertise in the designated subjects shall participate in any meeting held by the Executive Director regarding the Cable System, this Agreement, or the Franchisee. Franchisee personnel shall bring to such meeting any documents requested by MOCC, including any documents reasonably known by the Franchisee to be responsive to MOCC's request even if such documents are not specifically identified by such request. Any confidential or proprietary information or documents requested for such meeting pursuant to this Section 11.3 shall be provided to MOCC in advance of the meeting. Whether provided at or in advance of the meeting, any such confidential or proprietary information or documents shall be subject to Section 11.11E of this Agreement.

11.4 Performance Evaluation Sessions.

- A. Annual Performance Evaluation Sessions. The City and the Franchisee shall hold annual performance sessions within ninety (90) Days after each anniversary date of the Effective Date of the Agreement.

- B. Special Performance Evaluation Sessions. Special performance evaluation sessions may be held at any time during the term of the Agreement at the request of the City or Franchisee.
- C. Open to Public. All annual and special performance evaluations shall be open to the public. Franchisee shall notify its Subscribers of all evaluation sessions by announcement on at least two (2) Channels of its Cable System between the hours of 7:00 P.M. and 9:00 P.M. for five (5) consecutive Days preceding each session.
- D. Elements of Evaluation. Topics which may be discussed at any regular or special evaluation meeting may include, but need not be limited to, Subscriber rate structures, franchise fees, liquidated damages, free or discounted services, applications of new technologies, Cable System performance, Services provided, programming offered, Subscriber and community complaints, privacy, amendments to City ordinances, rules, and regulations, modifications to this Agreement, judicial and FCC rulings, line extension policies, and Franchisee or City rules and regulations.
- E. Franchisee Cooperation. The Franchisee shall fully cooperate with the City in all matters relating to any regular or special evaluation pursuant to this Section and shall, at the Franchisee's expense, provide such information, data, and documents as the City may reasonably request in connection with any such evaluation.
- F. City Right to Require Special Tests. If at any time during any regular or special evaluation pursuant to this Section, the City determines that reasonable evidence exists of inadequate Cable System performance, it may require the Franchisee, at the Franchisee's expense, to perform tests and analyses directed toward the identified or suspected inadequacies. The Franchisee shall fully cooperate with the City in scheduling and performing such testing and shall prepare and present a written report setting forth and interpreting the results of such testing within thirty (30) Days after receiving notice from the City that such testing will be required. Such report shall include at least the following information:
1. Identification and qualifications of the Person performing the tests;
 2. The nature of the identified or suspected inadequacy which precipitated the special tests;
 3. What system components were tested;
 4. The equipment used and procedures employed in testing;
 5. The results, and an analysis and interpretation of the results, of the tests and, in particular, data and information tending to confirm and identify the source of, or to negate the existence of, the identified or suspected inadequacy;
 6. The method, if any, by which any such identified system inadequacy has been, or will be rectified;
 7. Recommendations, if any, for additional action; and
 8. Any other information pertinent to said tests and analyses which may be required or useful.

If the City is not satisfied with the results of any of the Franchisee's tests or analyses, then the City may repeat the test or analysis with personnel and consultants selected by the City. If the result of any such repeated test or analysis demonstrates that the result of the Franchisee's test or analysis was in error, then the Franchisee shall reimburse the City for the City's costs and expenses incurred in connection with the test or analysis, including, without limitation, the costs incurred by the City for hiring a professional engineer or other consultant to perform the test or analysis.

11.5 General Provisions Regarding Reports and Records.

- A. Additional Information. Within a reasonable period of time after a request of the Board, the Council, the City Solicitor, or MOCC, the Franchisee shall, subject to the provisions of Section 11.11 of this Agreement with respect to the processing of confidential and proprietary information, submit to the requesting party any information reasonably required to demonstrate compliance with the terms and conditions of this Agreement or Applicable Law.
- B. Format. The Franchisee shall transmit to MOCC, by means of such method and in such format as MOCC may specify after consultation with the Franchisee, all information requested by MOCC consistent with this Agreement, including, without limitation, the information required to be submitted by Applicable Law. In the event that MOCC's staff and the Franchisee's personnel disagree regarding such specification of the format of a report, the issue shall be referred to the Executive Director of Operations and the Franchisee's General Manager (or a person in an equivalent or higher position) for resolution. The Franchisee shall inform MOCC, at the beginning of any report submitted, of all changes in calculations, methodology, time periods used, and any other changes that may adversely affect MOCC's ability to compare previous reports to the report in question.
- C. Deadline for Submission. Unless otherwise specified, any report or other provision of information required under this Agreement shall be due to MOCC within thirty (30) Days after the event that triggers the reporting requirement.
- D. Designated Officers and Employees. Throughout the Term of this Agreement, the General Manager of the Franchisee or a person in an equivalent position, or such other person whom the Franchisee designates in writing to MOCC, shall be responsible for overseeing the Franchisee's reporting obligations pursuant to this Agreement and for responding to the City's questions regarding the Franchisee's compliance with the terms and conditions of this Agreement. The Franchisee must notify MOCC in writing of any change in the designation of such person within five (5) Days after the change.

11.6 Franchisee Report. On June 1 of every year during the Term of this Agreement, the Franchisee shall submit an annual report to MOCC. MOCC, after consultation with the Franchisee, may reasonably specify the format of and details covered by any such annual report, provided that the failure of MOCC so to specify shall not relieve the Franchisee of its obligation to submit such report annually to MOCC. In the event that MOCC's staff and the Franchisee's personnel disagree regarding such specification of the format of or details covered by a report, the issue shall be referred to the Executive Director and the Franchisee's General Manager (or a person in an equivalent or higher position) for resolution. The report shall specifically address, at a minimum, the following issues, and shall state whether there has been any material change in the information or plans regarding such issues from the information or plans the Franchisee previously has provided to the City:

- A. compliance with the requirements regarding Cable System characteristics; the Upgrade; and technical performance and testing requirements, as provided in Appendix A to this Agreement;
- B. compliance with any plans or specifications submitted by the Franchisee in connection with the construction terms, schedule, and sequence for performance of the Upgrade or any other construction, upgrades, rebuilds, and enhancements of the Cable System, as provided in Section 3 of, and Appendix A to, this Agreement;
- C. a description of the interconnections between the Cable System and any other network or system provided by the City or a local, state, or federal government entity or any other Cable System or Open Video System; a statement of the reason for each such interconnection; and the Franchisee's response to any request by the City to perform such an interconnection;

- D. compliance with all requirements related to PEG Channels, including funding for PEG Channels, PEG Signal Input Points and Remote Signal Input Points, and signal quality and transmission on the PEG Channels, as provided in Section 6 of this Agreement;
- E. compliance with all requirements related to the Institutional Network pursuant to Section 6.10 of this Agreement;
- F. compliance with all requirements related to Cable Services to City and other facilities, as provided in Section 6 of this Agreement, including a list of the sites provided with such Services;
- G. compliance with Applicable Law regarding access to Cable Services by disabled Subscribers, as provided in Section 8.4;
- H. compliance with the Franchisee's employment and purchasing obligations, as provided in Section 7 of this Agreement;
- I. copies or, if no copies exist, descriptions of any notices or other information provided to Subscribers about the Franchisee's privacy policies and other protections of Subscriber privacy;
- J. compliance with the additional covenants set forth in Section 14.13J of this Agreement;
- K. compliance with the customer service and consumer protection standards, as provided in Section 9 of this Agreement and Applicable Law pertaining to consumer protection;
- L. (i) a schedule of the Franchisee's current fees, charges, deposits, terms, and conditions for the provision of Services and equipment (including, but not limited to, equipment for the hearing impaired) to Residential Subscribers not billed on a bulk basis in the form set out in Appendix D to this Agreement; (ii) a schedule of Franchisee's contract or application forms for Subscriber Service; and (iii) copies of the Franchisee's external policies regarding Subscriber complaints, delinquent accounts, disconnection and reconnection procedures, and any other policies affecting Subscribers;
- M. a report answering the following questions (for the purposes of this Section 11.6M the Franchisee may exclude Affiliated Persons that do not operate a Cable System in the Franchise Area):
 - 1. Has an adverse decision been rendered by any court or administrative body with respect to the Franchisee or any Affiliated Person in a civil, criminal, or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension, or involuntary transfer of any authorization (including cable franchises) to provide communications services; communications-related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?
 - 2. If the answer to (1) is "Yes," fully describe the Persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable) and the disposition of such proceeding.
 - 3. Is the Franchisee or any Affiliated Person currently a party in any pending matter of a type described in (1)?
 - 4. If the answer to (3) is "Yes," fully describe the Persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable) and the disposition of such proceeding;

- N. an organizational chart showing (i) all corporations or partnerships with an ownership interest in the Franchisee; (ii) the nature of that ownership interest (limited partner, general partner, preferred shareholder, etc.); and (iii) the same information for each corporation or partnership that holds such an interest in the corporations or partnerships so identified and so on until the ultimate corporate and partnership interests are identified; accompanied by an annual report and SEC 10(k) filing for each entity identified that generates such documents; provided, however, that for any non-Affiliated Person for which Franchisee does not possess, and cannot reasonably obtain, the required information, Franchisee shall so indicate on the chart;
- O. a list of the partners that compose the Franchisee's limited partnership, and if any of such partners are corporate entities, a list of the officers and members of such entities; provided, however, that for any non-Affiliated Person for which Franchisee does not possess, and cannot reasonably obtain, the required information, Franchisee shall so indicate on the list;
- P. a copy of the annual financial report with respect to the fiscal year most recently ended for each of the Franchisee's parent companies that produce such reports, including the certification required by Section 302(a) of the Sarbanes-Oxley Act of 2002, P.L. 107-204, 116 Stat. 745;
- Q. (i) a copy of the Franchisee's annual financial statements, including, without limitation, its balance sheet, statements of operation, statements of changes in financial position and owner's equity, and income statement; along with a certification, comparable to the certification required by Section 302(a) of the Sarbanes-Oxley Act, by an officer of the Franchisee that the annual financial statements have been prepared in accordance with generally accepted accounting principles; and (ii) copies of audited and certified annual reports, if Franchisee obtains such reports;
- R. a copy of the Franchisee's rules and regulations applicable to Subscribers; and
- S. an annual facilities report, setting forth the physical miles of plant constructed, rebuilt, or in operation during the previous calendar year and any revisions to the Cable System "as built" maps on file with the City.

11.7 Related Services Report. The Franchisee shall submit to MOCC annually a list of all programming Services owned, controlled, or operated, in whole or in part (excluding interests of less than five percent (5%)), by the Franchisee or its ultimate parent (other than local origination Services to Cable Systems outside the City). The first such report shall be submitted no later than 120 Days after the end of each calendar year and shall be updated annually. To the extent that the Securities and Exchange Commission Form 10-K of Franchisee or any of its owners or parents contains such information, the Franchisee may satisfy the requirements of this Section 11.7 by filing a copy of such Form 10-K with MOCC.

11.8 Upgrade Progress.

- A. Upgrade Progress Meetings. During the Upgrade of the Cable System, the General Manager, or his or her designee, and one (1) or more of the engineers designing and managing the Upgrade shall meet with the Executive Director of MOCC at least once a month to brief the Executive Director on the progress of the Upgrade. Franchisee agrees to make such personnel available for additional progress meetings at the request of the Executive Director.
- B. Upgrade Progress Reports. The Franchisee shall submit written progress reports to MOCC, with copies to DPW and DOT, every three (3) months throughout the Upgrade of the Cable System. The first report shall be submitted within ninety (90) Days after the commencement of the Upgrade. The last such report for the Upgrade shall be due within ninety (90) Days after the completion of the Upgrade and shall include a certification to the City that the Upgrade has been completed. The written progress reports shall

(i) explain what work has been done; (ii) how such work satisfies the requirements of this Agreement; (iii) include as-built maps in both paper and electronic forms; and (iv) describe the Franchisee's construction plans for the six (6) month period following the report. A final design map shall be substituted for any as-built map if an as-built map is not yet available for an area where the construction has been completed. The City agrees that it shall treat the maps to be submitted by the Franchisee pursuant to this Section 11.8 in accordance with the confidentiality provisions of Section 11.11 of this Agreement.

- C. Significant Construction. If the Franchisee performs Significant Construction of the Cable System during the Term of the Franchise, the Franchisee shall provide MOCC with written progress reports as to such Significant Construction in the manner provided in this Section 11.8 for the Upgrade.

11.9 Technical Performance Documents.

- A. Within ten (10) Days after receiving the results of any tests or other measurements pertaining to the Cable System's technical performance, including, without limitation: (i) reports on proof-of-performance tests conducted pursuant to 47 C.F.R. § 76.601, or any successor thereto; (ii) summary flyover reports; and (iii) records pertaining to any test conducted pursuant to Appendix A to this Agreement; the document(s) reflecting such results are to be placed in a file for public inspection pursuant to 47 C.F.R. § 76.1700, or any successor thereto, and Section 11.13 of this Agreement, and the Franchisee shall submit a copy of such document to MOCC.
- B. Documents and records pertaining to daily signal leakage logs created pursuant to 47 C.F.R. §§ 76.614, 76.1706, or any successors thereto, shall be placed in a file for public inspection pursuant to 47 C.F.R. § 76.1700, or any successor thereto, and Section 11.13 of this Agreement, within ten (10) Days after receiving such documents and records.
- C. Documents and records pertaining to tests of the emergency alert system pursuant to 47 C.F.R. §§ 11.54, 11.61, 76.1700, or 76.1711, or any successors thereto, shall be provided to the City within ten (10) Days after a request by the City therefor.

11.10 Additional Filings.

- A. Legislative. Within ten (10) Days after the Franchisee has received from or submitted to any City, municipal, state, county, or federal legislative body, agency, or official any communication, public report, petition, or other filing which could have a material adverse effect on the Franchisee, the Cable System, or its operation, the Franchisee shall submit to the City a copy of such report, petition, or other communication. This Section 11.10 shall not apply to tax returns, automobile registrations, and other similar routine filings.
- B. Regulatory and Administrative Agencies. The Franchisee shall file with the City, in a form acceptable to the City, all reports and materials that are submitted to or received from the FCC, the Securities and Exchange Commission, or any other federal or state regulatory or administrative commission or agency with jurisdiction over any matter affecting operation of the Cable System, if such reports and materials could have a material adverse effect on the Franchisee, the Cable System, or its operation. Such reports may include, without limitation, any proof of performance tests and results, Equal Employment Opportunity reports, and all petitions, applications, and communications of all types regarding the Cable System or a group of Cable Systems of which the Franchisee's Cable System is a part, including any such material submitted by or received by the Franchisee, an Affiliated Person, or any other Person on the behalf of the Franchisee. Materials submitted by the Franchisee, an Affiliated Person, or any other Person on the behalf of the Franchisee shall be filed with the City at the time they are submitted to the receiving agency. Materials received by the Franchisee shall be filed with the City within thirty (30) Days after the date they are received by the Franchisee, except that, if Applicable Law permits a response to such

materials by the City and sets a deadline of sixty (60) or fewer Days for the City's response, they shall be filed with the City within five (5) Days after the date they are received by the Franchisee.

- C. Court Documents. Whenever a proceeding could have a material adverse effect on the Franchisee, the Cable System, or its operation, the Franchisee shall submit copies of the following to the City within the time designated: (i) all pleadings, applications, notifications, and documents of any kind relating to Franchisee's operation of the Cable System that are submitted by the Franchisee to any federal, state, or local court, arbitrator, or mediator, along with copies of all decisions, correspondence, and documents evidencing actions by any such court, arbitrator, or mediator, within thirty (30) Days after submitting such documents to a court, arbitrator, or mediator; and (ii) any complaint that names Franchisee as a defendant in a judicial, arbitration, or mediation proceeding, in law or equity, pertaining to the Cable System or this Agreement, within thirty (30) Days after receiving the complaint.
- D. Bankruptcy Documents. Franchisee shall provide a copy and explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy, by the Franchisee or by any Person that owns or Controls the Franchisee directly or indirectly, to the City within thirty (30) Days after submitting such a request or receiving such a judgment.
- E. Subscriptions. Not later than the thirty (30) Days after the last Day of each March, June, September, and December throughout the Term of this Agreement, the Franchisee shall report to the City the number of Subscribers that subscribed to its various categories of Cable Service provided in the City, including without limitation those shown on Appendix D and as modified by notice pursuant to Section 8.2, such as basic ("B1"), expanded basic ("B2"), digital and pay (or premium) tiers of Cable Service, during the previous quarter; such report shall clearly indicate whether the number listed for a lower tier of Service includes the number of Subscribers also receiving a higher tier (for example, whether the basic number includes expanded basic Subscribers). The report shall also identify (i) the number of Subscribers to cable modem service offered or distributed over the Cable System by any Person during the previous month, and (ii) the number of homes passed by the Cable System.

11.11 Books and Records.

- A. Maintenance. Subject to Section 631 of the Cable Act, 47 U.S.C. § 551, or any successor thereto, for any period as may be required by the last sentence in Section 10.7B or by Section 11.11D of this Agreement, the Franchisee shall maintain complete and accurate books of account and records of the business, ownership, and operations of the Franchisee with respect to the Cable System, its operation, any Service distributed over the Cable System and reflected in the calculation of Gross Revenue and each Service-Related Activity. Such books of account and records shall include, without limitation, (i) books of account; (ii) records adequate to enable the Franchisee to demonstrate that it is, and has been, in compliance with each term and condition of this Agreement and Applicable Law; (iii) maps; (iv) plans; (v) income tax returns; (vi) financial statements; (vii) service complaint logs; (viii) Franchisee's inspectors' logs; (ix) performance test results; (x) hardware installation and specification documents; and (xi) records reflecting the true and entire cost of construction, equipment, and maintenance and of the administration and operation of maintenance.
- B. Inspection of Books and Records. Subject to Section 631 of the Cable Act, 47 U.S.C. § 551, or any successor thereto, the Franchisee agrees that the City, MOCC, the City Solicitor, the Comptroller or their designated representative(s), upon three (3) Business Days prior notice to the Franchisee, may inspect, examine, copy or audit any of the Franchisee's books and records regarding the operation of the Cable System and the provision of Services in the Franchise Area that are reasonably necessary to monitor Franchisee's compliance with the provisions of this Agreement. In the case of audits, the City shall provide five (5) Business Days prior notice to the Franchisee for an initial meeting between the City and the Franchisee, at which meeting a reasonable schedule for the audit shall be set. Such inspection,

examination, or audit shall take place at a mutually agreed upon location within thirty-five (35) miles of MOCC's office. Such books and records shall include any records required to be kept in a public file by the Franchisee pursuant to the rules and regulations of the FCC and any books and records the City deems relevant that are held by an Affiliated Person, a cable operator of the Cable System, or any person holding any form of management contract for the Cable System. With respect to books and records held by contractors and subcontractors other than entities described in the preceding sentence, the Franchisee shall cooperate with the City and exercise its best efforts to obtain access to such books and records.

- C. Delivery of Books and Records. Provided that the request is not unreasonably voluminous and subject to Section 11.11 of this Agreement, MOCC, the City Solicitor, the Comptroller, or their designated representative(s) shall have the right to require the production and delivery of all such documents, records, and information to the offices of such agency, official, or representative(s). The Franchisee shall complete such production and delivery within twenty-one (21) Business Days after receipt of such request, unless extenuating circumstances warrant, or an agreed-upon schedule for delivery pursuant to an audit provides for, a longer or shorter period of time.
- D. Duration of Maintenance. All such documents pertaining to financial matters that may be the subject of an inspection, examination, or audit by the City shall be retained by the Franchisee for a minimum period of six (6) years following termination of this Agreement.
- E. Proprietary or Confidential Information.
 - 1. General. Access by the City to any document, records, or other information supplied, or required to be supplied, by the Franchisee to the City under this Agreement shall not be denied by the Franchisee on the grounds that such documents, records, or other information are alleged by the Franchisee to contain confidential or proprietary information; provided that this provision shall not be deemed to constitute a waiver of the Franchisee's right, pursuant to the Maryland Public Information Act, Md. State Government Code, Title 10, Subtitle 6 ("MPIA"), as amended, or any successor thereto, to assert that such documents, records, or other information should be prevented from disclosure under the MPIA. To invoke any review of such a claim with respect to such documents, the Franchisee shall physically mark each page of such document in a manner that conspicuously indicates that the Franchisee believes such page contains confidential or proprietary information and submit a cover letter claiming such confidential or proprietary treatment at the same time.
 - 2. Public Requests for Franchisee Information. The City agrees to advise timely the Franchisee of any request by any Person, other than a City official or employee, seeking to review or obtain such documents. In the event that the City determines that the documents are disclosable under the MPIA, the City shall timely advise the Franchisee, and allow the Franchisee to challenge the disclosure of such documents at the Franchisee's own expense. If the Franchisee's challenge of the disclosure is unsuccessful, the Franchisee, in addition to its own expenses, shall indemnify, defend, and hold harmless the City, and its officials and employees, of and from all costs and damages related to the challenge, including reasonable attorneys' fees.
 - 3. Notice. For purposes of Section 11.11E, and notwithstanding any provision of Section 14.2 of this Agreement, notice shall be provided by facsimile transmission to the General Manager's attention.
 - 4. Actions to Disclose. The Franchisee and the City each agree to provide, upon written request, the other with copies of all pleadings, court filings, and non-privileged correspondence relating to the defense of any action brought to disclose documents under the MPIA.

11.12 Inspection of Cable System. The City and its designated representative(s) shall have the right to access, inspect, and examine any other aspect of the Cable System, including the facilities and equipment of the Cable System, during normal business hours, provided, however, that the City shall provide not less than three (3)

Business Days prior notice to the Franchisee for any inspection that takes place on Franchisee's premises or that requires a representative of Franchisee to obtain access, and provided, further, that such notice shall not be required in the event of an emergency.

11.13 Files for Public Inspection. Throughout the term of this Agreement, the Franchisee shall maintain at its administrative offices within the City, as specified initially pursuant to Section 2.2C(7) of this Agreement, in a file available for public inspection during normal business hours, all documents required by 47 C.F.R. § 76.1700, or any successor thereto, and FCC rules and regulations.

11.14 Transfer of Interest.

A. Prohibited Transfers. Except as provided in Section 11.23 of, and Appendix F to, this Agreement, the following are prohibited without the prior written approval of the Board:

1. the encumbrance, assignment, sale, transfer, pledge, lease, or sublease, in whole or in part, to any Person, of the Franchise or any rights or obligations of the Franchisee in the Cable System or pursuant to this Agreement;
2. the encumbrance, assignment, sale, transfer, pledge, lease, or sublease of all or substantially all of the capacity of the Cable System to any Person,
3. the passing or vesting of title to the Cable System, either legal or equitable, or of any right or interest in the Cable System, to or in any Person, either by act of the Franchisee, or by act of any Person holding Control, directly or indirectly, of any interest in the Franchisee, the Cable System, or the Franchise, by operation of law or otherwise.

B. Exclusions. The prohibitions contained in this Section 11.14 shall not:

1. Apply to conveyances of real or personal property in the ordinary course of business; or
2. Require the Franchisee to obtain the Board's approval before leasing Channel capacity as required by Section 612 of the Cable Act, 47 U.S.C. § 532, or any successor thereto.

11.15 Transfer of Control or Stock.

A. Board Approval Required. The Franchisee represents and warrants that, notwithstanding any other provision of this Agreement, except as provided in Section 11.23 of, and Appendix F to, this Agreement, no change in Control of the Franchisee, the Cable System, the Cable System assets, or the Franchise shall occur after the Effective Date: (i) by act of the Franchisee; (ii) by act of any Person holding Control, directly or indirectly, of the Franchisee, the Cable System, or the Franchise; or (iii) by operation of law or otherwise, without the prior written approval of the Board. The requirements of this Section 11.15 to obtain prior written approval of the Board shall also apply to any other Person seeking to obtain Control, directly or indirectly, of the Franchisee, the Cable System, the assets of the Cable System, or the Franchise.

B. Franchisee's Continued Responsibility. After the consummation of any transfer permitted or approved under this Section 11.15, (i) the Franchisee shall remain responsible for any past breaches of this Agreement or Applicable Law for purposes of the remedies under this Agreement and for purposes of the City's right to consider past breaches and other past performance problems in future renewal or other proceedings; and (ii) this Agreement shall remain in full force and effect.

C. Additional Requirements. The requirements of Sections 11.16 through 11.21 of this Agreement shall apply whenever any change is proposed with respect to:

1. five percent (5%) or more for voting interests or fifty percent (50%) or more for non-voting interests of the ownership of the Franchisee, the Cable System, the Cable System assets, the Franchise, or any Person holding Control, directly or indirectly, of the Franchisee, the Cable System, the Cable System assets, or the Franchise; or
2. Control of the Franchisee, the Cable System, the Cable System assets, the Franchise, or any Person holding Control, directly or indirectly, of the Franchisee, the Cable System, the Cable System assets, or the Franchise.

However, nothing in this Section shall be construed as suggesting that a proposed change of less than five percent (5%) for voting interests or fifty percent (50%) for non-voting interests does not require the Board approval if it would in fact result in a change in Control of the Franchisee, the Cable System, the Cable System assets, or the Franchise, regardless of the manner in which such Control is evidenced (*e.g.*, stock, bonds, debt instruments, or other indicia of ownership or Control).

D. Exceptions. Notwithstanding the foregoing, Board approval shall not be required with respect to solely intracorporate reorganizations between or among entities wholly owned and wholly controlled by the Franchisee's ultimate parent, which as of the Effective Date is Comcast Corporation, to the extent such transaction does not involve a change in the management, day-to-day operations, or financial condition of the Franchisee; and provided that the Franchisee shall give the City thirty (30) Days advance written notice of such intracorporate reorganization.

11.16 Petition.

- A. Petition Required. The Franchisee shall notify the City of any proposed action requiring Board approval pursuant to Sections 11.14 or 11.15 of this Agreement at least 120 Days before the contemplated effective date of any transfer, by submitting to MOCC, with a copy to the City Solicitor, a petition requesting the approval of the Board. The Franchisee shall also promptly notify MOCC, with a copy to the City Solicitor, of any proposed action pursuant to this Agreement.
- B. Content. The petition shall include a completed FCC Form 394, or any successor to that form, and all other information required to be filed with the FCC and the City pursuant to the FCC's implementing regulations issued pursuant to Section 617 of the Cable Act, 47 U.S.C. § 537, or any successor thereto. The petition shall provide complete information on the proposed transaction, including details on the legal, financial, and technical qualifications of the transferee and the potential impact of the transfer on Subscriber rates and Service.

11.17 Transfer Review Period.

- A. Length and Commencement of Period. Unless the City and the Franchisee agree to an extension of time pursuant to Section 11.18, the City shall have the transfer review period provided under Section 617 of the Cable Act, 47 U.S.C. § 537, or any successor thereto, to act on a transfer request. The transfer review period shall not commence until all of the information required by Section 11.16 of this Agreement is submitted to the City; provided, however, that requests by the City for information other than that required by Section 11.16 shall not delay the commencement of the transfer review period. All such information shall not be deemed to have been submitted until notice is provided to the Franchisee as set forth in Section 11.18, at which time the commencement of the transfer review period shall relate back to the date on which the last element of information required by Section 11.16 was submitted.

- B. Additional Information. In addition to the information required by Section 11.16, the City shall have the right to request any additional information and documents reasonably necessary to determine the transferee's qualifications to assume the Franchisee's obligations under this Agreement and/or to determine how the transferee intends to address any outstanding compliance issues under this Agreement. The Franchisee shall respond to requests for such information and documents within the time period specified by the City. Assuming that the Franchisee has submitted all of the information required by Section 11.16, a request for additional information and documents pursuant to this Section shall not toll the transfer review period, provided that, if the Franchisee does not respond within ten (10) Days to a request for additional information and documents, the transfer review period shall be tolled from the end of such ten (10) Day period until the Franchisee does respond.

11.18 Notice to Franchisee that Information is Complete; Extensions. The City shall provide notice to the Franchisee when all of the information required by FCC regulations, FCC Form 394, or any successor form, Section 11.16 of this Agreement, and other Applicable Law has been submitted and therefore the petition is complete. As provided in Section 11.17 of this Agreement, the Board shall act on the Franchisee's petition within the transfer review period. The Franchisee and the City may, at their discretion, agree to increase the time period for review of the transfer request.

11.19 City Decision.

- A. On Petition. Upon review of the petition, the City shall submit the Franchisee's petition requesting approval to the Board, along with a recommendation for action on the petition.
- B. No Petition. In the event that the City determines that Franchisee is contemplating or has made or allowed a transfer requiring approval of the City under this Agreement, and a petition requesting approval therefor has not been submitted by the Franchisee, the City shall notify the Franchisee to submit a petition and such additional information as is required.

11.20 Scope of Inquiry. For the purpose of determining whether Board approval shall be granted, the City may inquire into, *inter alia*: (i) the qualifications of the transferee; (ii) all matters reasonably necessary to determine whether the transferee will adhere to all applicable provisions of this Agreement and Applicable Law; (iii) the transferee's plans to address any outstanding compliance issues; (iv) whether the transferee owns or controls any other Cable System in the City; (v) whether the transfer may eliminate or reduce competition in the delivery of Services in the City; and (vi) whether operation by the transferee or approval of the transfer would have other adverse effects that may be lawfully considered by the City. The City may also perform a comprehensive audit and evaluation of the Franchisee's performance under the terms and conditions of this Agreement, which audit and evaluation shall not operate to extend the transfer review period, unless otherwise agreed by the parties. The Franchisee shall provide all reasonably requested assistance to the City in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all Persons involved in said action, including any prospective transferees.

11.21 Conditions. As a condition to the granting of any approval required by Sections 11.14 or 11.15 of this Agreement, in addition to the conditions imposed elsewhere in this Agreement, the transferee shall make the same representations and warranties to the City that the Franchisee has made in this Agreement. The City may require that the transferee execute an agreement providing that (i) the transferee assumes and agrees to be bound by all applicable provisions of this Agreement and such other conditions which the City deems necessary or appropriate in the circumstances to ensure performance of the existing terms of the Agreement; and (ii) the transferee agrees that approval of the pending transfer petition does not waive the City's right to consider past breaches and other past performance problems in future renewal or other proceedings. In connection with review of a transfer of interest under Section 11.14 of this Agreement, the City may require that the Franchisee and/or the transferee address past compliance issues by corrective or other appropriate action. If a transfer involves a change in Control of the Franchisee described under Section 11.18 of this Agreement, the City may require the Person to whom

Control is being transferred to sign an agreement reaffirming the obligations of the Franchisee under this Agreement.

11.22 Franchisee Liability. The Franchisee shall be fully liable under this Agreement for any transfer that is in violation of the terms of this Franchise and caused in whole or in part by any other Person or Persons, including, without limitation, any parents or Affiliated Persons, as if such transfer had been caused by the Franchisee itself.

11.23 Permitted Encumbrances.

- A. Nothing in this Section 11.23 shall be deemed to prohibit any assignment, pledge, lease, sublease, mortgage, or other transfer of all or any part of the Cable System, or any right or interest in the Cable System, for purposes of financing the construction, rebuild, enhancement, upgrade, maintenance, repair, or operation of the Cable System, provided that:
 - 1. each such assignment, pledge, lease, sublease, mortgage, or other transfer shall be subject and subordinate to the rights of the City pursuant to this Agreement and Applicable Law; and
 - 2. the terms of such financing do not require any Person other than the Franchisee to perform the obligations of the Franchisee under this Agreement.
- B. If the terms of any financing obligate any Person other than the Franchisee to perform the obligations of the Franchisee under this Agreement, the terms of such financing shall constitute a transfer subject to Sections 11.14 and 11.15 of this Agreement.
- C. The City agrees that any financial institution having a pledge of the Franchise or its assets for the advancement of money for the construction and/or operation of the Cable System may take control and operate the Cable System upon fourteen (14) Days prior written notification to the City, provided, however, that such financial institution must agree in writing to comply with the terms of this Agreement.

11.24 Effect of Unauthorized Sale or Transfer. The completion of any action described in Sections 11.14 and 11.15 of this Agreement without prior written Board approval shall be ineffective and deemed to be a material breach of this Agreement. The granting of approval for a transfer in one instance shall not obligate the City to approve any subsequent transfer or render approval of any subsequent transfer unnecessary.

11.25 No Waiver. The grant or waiver of any one (1) or more of such consents to any transfer of the Franchisee shall not render unnecessary any subsequent consent, nor shall the grant of any such consent constitute a waiver or release of any other rights of the City. Any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.

SECTION 12 INSURANCE AND INDEMNITY

12.1 Liability.

- A. Franchisee. The Franchisee shall, at its own cost and expense, replace, repair, and restore any damaged property to its prior condition and shall pay compensation in the event of any personal injury, death or property damage occasioned by any act or failure to act of the Franchisee, any Affiliated Person, or any officer, employee, agent or subcontractor of either the Franchisee or any Affiliated Person in connection with the construction, operation, maintenance, repair, upgrade, enhancement or removal of the Cable System. Nothing in this Subsection is intended to permit third parties to file claims to enforce this Subsection; rather, the parties intend that only the City may take action to enforce this Subsection.

- B. No Liability of the City for Liability of the Franchisee. The City, its officers, employees, agents, attorneys, consultants and independent contractors shall not be liable for any Liability of the Franchisee, any Affiliated Person or any other Person, arising out of or in connection with the construction, operation, maintenance, repair, upgrade, rebuild, enhancement or removal of, or other action or event with respect to, the Cable System, any Service-Related Activity or the distribution of any Service over the Cable System. Franchisee undertakes and assumes, for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any City-owned or controlled property, the streets and Public Ways.
- C. Moving Wires in Emergencies. The City may, at any time, in case of fire, disaster or other emergency, in its sole discretion, cut or move any of the wires, cables, fibers, amplifiers, appliances or other parts of the Cable System, in which event the City shall not incur any Liability to the Franchisee, any Affiliated Person or any other Person. When possible, the Franchisee shall be consulted prior to any such cutting or movement of its wires, cable, fibers, amplifiers, appliances or other parts of the Cable System. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the Cable System shall be borne by the Franchisee. Should the City cut or move any of the Franchisee's facilities as described in this Section, and such act results in a service interruption or any other result that might otherwise constitute a violation of this Agreement, such service interruption or result shall not be deemed a violation of this Agreement by the Franchisee.
- D. No Liability for Public Works and Emergencies. Neither the City nor its officials, boards, commissions, officers, employees, agents, attorneys, consultants or independent contractors shall have any Liability to the Franchisee or any Affiliated Person for any Liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any part of the Cable System, by or on behalf of the Franchisee or the City, in connection with any emergency or in connection with any change in the grade or line of any Public Way; or the elimination, discontinuation and closing of any Public Way, as provided in this Agreement. The parties understand that the City will be performing such work only in an emergency or if the Franchisee fails to do so as required by this Agreement.
- E. No Liability for Damages. Consistent with Section 635a of the Cable Act (47 U.S.C. § 555a), the City, its officers, employees, agents, attorneys, consultants, and independent contractors shall have no liability to:
1. the Franchisee;
 2. any Affiliated Person; or
 3. any other Person, to the extent there is privity between such other Person and either the Franchisee or an Affiliated Person;

for any money damages as a result of the exercise of the rights of the City to approve or disapprove the grant, amendment, renewal, or transfer of the Agreement or the Franchise.

12.2 Indemnification.

- A. General. The Franchisee and each Affiliated Person shall:
1. Defend, indemnify and hold harmless the City, its officers, employees, agents, attorneys, consultants and independent contractors from and against all Liabilities, special, incidental, consequential, punitive and all other damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and witness fees) arising out of or in connection with:

- a. the construction, operation, maintenance, repair, upgrade, enhancement, rebuild or removal of, or any other action or event with respect to, the Cable System or any Service-Related Activity; or
 - b. the distribution of any Service over the Cable System, except as provided in Subsection C of this Section; and
 2. Cooperate with the City, by providing, at no charge to the City, such non-financial assistance as may be requested by the City, in connection with any claim arising out of or in connection with the selection of the franchisee for, or the negotiation or award of, this Agreement.
- B. Defense and Settlement. In any action in which the Franchisee defends the City, the Franchisee shall consult with the City prior to proposing, accepting or rejecting a settlement and prior to filing any pleading which might estop the City with respect to any question of fact or law. The City shall have the right, at its option, with regard to Liabilities subject to indemnification under this Section, to participate in its own defense by engaging, at its own expense, its own attorneys, experts and consultants. In the event the City and the Franchisee disagree about whether to settle a case for which the Franchisee must indemnify the City under this Section, the issue shall be referred to the Executive Director, the City Solicitor and the Franchisee's General Manager (or a person in an equivalent or higher position) for resolution. Notwithstanding the foregoing, the Franchisee shall be required to indemnify the City for:
1. final verdicts; and
 2. settlements entered into by the City with the Franchisee's prior knowledge and consent.
- C. Limitations. As between the City and the Franchisee or any Affiliated Person, the foregoing Liability and indemnity obligations of the Franchisee pursuant to this Section 12 shall not apply to:
1. any willful misconduct or gross negligence of any City officer, employee, agent, attorney, consultant or independent contractor proximately causing any claim or damages;
 2. any Liability arising out of the content of Services over the Governmental Channels or the portion of the Institutional Network available to and used by the City to the extent that such claim does not arise out of an act or failure to act by the Franchisee; or
 3. any Liability arising out of the content of Services over Public Channels and Educational Channels to the extent that such claim does not arise out of an act or failure to act by the Franchisee.

12.3 Insurance.

- A. Coverages and Limits. During the Term of the Agreement and any period of removal of the Cable System following the end of the Term, Franchisee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, in a form acceptable to the City Solicitor, the following types and limits of insurance:
1. Workers' compensation insurance meeting Maryland statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each accident.
 2. Comprehensive commercial general liability insurance with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury, and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability,

independent contractor's liability, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

3. Broadcaster's liability coverage for loss or damage arising out of publications or utterances in the course of or related to advertising, broadcasting, telecasting or other communication activities conducted by or on behalf of Franchisee with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.
 4. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Franchisee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Maryland no-fault insurance law, including residual liability insurance with minimum limits of Three Million Dollars (\$3,000,000) as the combined single limit for each occurrence for bodily injury and property damage.
- B. Types of Policies. The coverage amounts set forth in this Section 12.3 may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- C. Period of Coverage. The liability insurance policy or policies required by this Section 12.3 shall:
1. Be maintained by the Franchisee throughout the term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System, whichever period is longer, and for one hundred twenty (120) Days thereafter; and
 2. Provide coverage for acts and omissions occurring throughout the term of this Agreement and such other period of time during which the Franchisee operates or is engaged in the removal of the Cable System, irrespective of when a claim arising out of such acts and omissions is made.
- D. Retentions and Deductibles. Franchisee's insurance policy retentions shall not exceed, as applicable, \$50,000, unless larger retentions are approved in advance by City in writing. Franchisee agrees to indemnify and save harmless the Indemnitees and Additional Insureds from and against the payment of any retention or deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.
- E. Insurance Companies. All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Maryland or surplus line carriers on the Maryland Insurance Commissioner's approved list of companies qualified to do business in Maryland. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.
- F. Additional Insureds. All insurance policies, except for workers' compensation and broadcaster liability policies, shall name the "City of Baltimore, a municipal corporation of the State of Maryland and all associated, affiliated, allied and subsidiary entities of the City, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear" as additional insureds (referred to as the "Additional Insureds") providing coverage for the negligence or other conduct of the Additional Insureds to the same extent as provided to Franchisee. Each policy which is to be endorsed to add Additional Insureds under this Agreement shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

- G. Evidence of Insurance. On or before the Effective Date, certificates of insurance for each insurance policy required to be obtained by Franchisee in compliance with this Agreement, along with written evidence of payment of required premiums, shall be filed and maintained with City annually and at any time of policy change or cancellation during the term of this Agreement. City shall have the right to request copies of any policies required under this Section 12.3, and Franchisee shall provide same within ten (10) Days after a written request is made. The acceptance of a form of policy by the City Solicitor shall not change or reduce Franchisee's obligation to provide the required insurance pursuant to this Section 12.
- H. Endorsement. Each such liability insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be cancelled or not renewed nor the intention not to renew be stated until thirty (30) Days after receipt by the City, by registered mail, of a written notice of such intent to cancel or not to renew." Not later than thirty (30) Days prior to said cancellation or failure to renew, the Franchisee shall obtain one (1) or more replacement insurance policies in a form acceptable to the City Solicitor and shall furnish copies of the certificate of insurance to the City Solicitor and to MOCC.
- I. Notice of Expiration. Prior to the expiration of any insurance policy required of the Franchisee by this Section, the Franchisee shall provide to MOCC and to the City Solicitor evidence acceptable to the City Solicitor of the renewal or replacement of the policy. Further, the Franchisee shall notify MOCC and the City Solicitor of any modification or discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within two (2) Business Days after receipt of notice of such modification or discontinuance.
- J. Contractors. Franchisee shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, employer's liability, comprehensive general liability and automobile liability insurance coverages of the type which Franchisee is required to obtain under the terms of this Agreement regarding Additional Insureds, with appropriate limits of insurance. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors, but if Franchisee does so it shall provide evidence of same in writing to City. The relationship of Franchisee's insurance to any insurance provided by contractors or subcontractors shall be determined by the respective contracts or subcontracts. However, failure by Franchisee or Franchisee's contractors or subcontractors to carry the required insurance does not relieve Franchisee from any liability of the contractors or subcontractors that would otherwise be covered by insurance.
- K. Insurance Primary; Not Limiting. The legal Liability of the Franchisee or any Affiliated Person to the City or any Person for any of the matters which are the subject of the liability insurance policies required by this Section 12.3, including, without limitation, the Franchisee's indemnification obligation set forth in Section 12.2 of this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Franchisee.
- L. Review of Limits.
1. Review. Commencing on the fifth anniversary of the Effective Date and once every five (5) years thereafter during the Term of this Agreement, City may review the insurance coverages to be carried by Franchisee. If City determines that additional coverages or higher limits of coverage are necessary to protect the interests of City, the Additional Insureds, or the public, the City shall notify the Franchisee of its determination and City and Franchisee shall negotiate for appropriate modifications in coverages or limits. The Franchisee shall obtain and maintain such modified insurance at its sole cost and expense.

2. Changes in Cable System. At any time that Franchisee proposes to engage in any construction, expansion, or upgrade of the Cable System other than routine repairs, replacement, or maintenance, the City may review the insurance coverages carried by Franchisee. If City determines that that additional coverages or higher limits of coverage are required to protect the interests of City, the Additional Insureds, or the public, the City shall notify the Franchisee of its determination and City and Franchisee shall negotiate for appropriate modifications in coverages or limits, which modifications shall be mutually agreed upon by the City and Franchisee in writing prior to the commencement of such construction, expansion, or upgrade. The Franchisee shall obtain and maintain such additional coverages or limits at its sole cost and expense for the duration of the construction, expansion, or upgrade.

SECTION 13 ENFORCEMENT, REMEDIES, AND TERMINATION

13.1 Rights and Remedies Not Exclusive.

- A. General. The Franchisee agrees that the City shall have the specific rights and remedies set forth in this Agreement, including this Section 13. These rights and remedies are in addition to and cumulative with any and all other rights or remedies, whether existing, express or implied, now or hereafter available to the City at law or in equity in order to enforce the provisions of this Agreement; provided, however, that nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Franchisee. Such rights and remedies shall not be exclusive, but each and every right and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by the City; provided, however, that to the extent the City may obtain a remedy by recourse to both the Security Fund pursuant to Section 13.2 of this Agreement and the performance bond pursuant to Section 13.10 of this Agreement, the City shall seek such remedy from the Security Fund before seeking such remedy from the performance bond.
- B. No Waiver or Release. The exercise of one (1) or more rights or remedies shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right or remedy nor shall any such delay or omission in the exercise of any right or remedy be construed to be a waiver of such right or remedy or acquiescence to any default. The exercise of any such right or remedy by the City shall not release the Franchisee from its obligations or from any Liability under this Agreement.

13.2 Security Fund.

- A. Obligation to Maintain. Throughout the Term of this Agreement, or for such longer time as the Franchisee operates the System or until the Franchisee completes the removal of the System, whichever period is longest, and for at least two hundred ten (210) Days thereafter, the Franchisee shall maintain the Security Fund in the amount specified in Section 13.2B.
- B. Amount. On or before the Effective Date, the Franchisee shall provide the City with security for the purposes described in this Agreement in the form of a letter of credit, in the amount of Five Hundred Thousand Dollars (\$500,000), which shall constitute the Franchisee's Security Fund and shall be maintained by the Franchisee until it is released to the Franchisee pursuant to this Section 13.2. The letter of credit shall be irrevocable, unconditional, in the form attached to this Agreement as Appendix E, and acceptable to the City Solicitor. The letter of credit shall be issued by a bank doing business in the Franchise Area, having adequate capital, assets, earnings, and liquidity to ensure the financial soundness of the issuing institution, insured by an agency of the United States Government, and acceptable to the City. The letter of credit shall in no event require the consent of the Franchisee prior to the collection by the City of any amounts covered by such letter of credit.

C. Purposes. The Security Fund shall serve as security for:

1. the faithful performance of the Franchisee's obligations pursuant to this Agreement and any costs, losses, or damages incurred by the City as a consequence of the Franchisee's performance or nonperformance of the terms and conditions of this Agreement;
2. any costs, claims, expenditures, damages, or losses incurred by the City occasioned by the Franchisee's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Agreement or Applicable Law;
3. all payments due the City from the Franchisee pursuant to this Agreement;
4. the loss of any payments required to be made by the Franchisee to the City which would have been received by the City but for the Franchisee's failure to perform its obligations pursuant to this Agreement during the period of time between the Franchisee's unexcused or uncured failure to perform and the date on which the City takes over, or any other Person authorized by the City takes over, the construction, operation, or maintenance of the System;
5. any costs incurred by the City in connection with the award of any franchise for, or other authorization to, construct, operate, maintain, repair, upgrade, rebuild, or enhance a Cable Communications System in the Franchise Area necessitated by such a failure to perform; and
6. any costs, losses, expenditures, claims or damages incurred by the City as a result of termination for cause due to a breach pursuant to Section 13.4; and
7. the payment by the Franchisee to the City of any Liability payable to the City and relating to the System that is due and unpaid.

The withdrawal of amounts from the Security Fund shall constitute a credit against the amount of the applicable Liability of the Franchisee to the City but only to the extent of said withdrawal.

D. Withdrawals from Security Fund.

1. After Franchisee's receipt of notice from City that the Franchisee has: (a) failed to faithfully perform its obligations under this Agreement; (b) failed to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Agreement or Applicable Law; (c) failed to make any payment required to be made to the City pursuant to this Agreement within the time fixed in this Agreement; (d) breached the Agreement and the Agreement is terminated for cause; (e) failed to pay to the City any Liability payable to the City and relating to the System that is due and unpaid; (f) failed to pay to the City any costs, losses, damages, claims or expenditures which the City has been compelled to pay or has incurred by reason of any act or default of the Franchisee; or (g) failed to comply with any provision of this Agreement which City determines can be remedied by an expenditure of an amount in the Security Fund, which notice shall contain all such details as are necessary to describe such failure, the Franchisee shall take one (1) of the steps specified in Section 13.2D(2).
2. Except as provided in Section 13.3A for liquidated damages, not later than five (5) Days after receipt of the notice described in Section 13.2D(1)(c), (e) and (f), or twenty (20) Days after receipt of the notice described in Section 13.2D(1)(a), (b), (d) and (g), the Franchisee shall: (a) cure such alleged failure and provide to City a written explanation and evidence of such cure; or (b) promptly begin to cure such breach, default or other noncompliance and provide to City a written explanation of why such cure cannot be completed within five (5) or twenty (20) Days, as applicable, as well as a schedule for completing such cure, both of which are subject to City approval.

3. If the Franchisee has failed to take any of the steps specified in Section 13.2D(2) within the five (5) or twenty (20) Days, as applicable, to the satisfaction of City, then City may withdraw the amount specified in the notice to Franchisee (the notice provided pursuant to Section 13.2D(1)) from the Security Fund.
 4. For breaches subject to liquidated damages pursuant to Section 13.3 of this Agreement, City may withdraw liquidated damages from the Security Fund, and the procedures set forth in Section 13.3A shall apply to such withdrawals instead of the procedures set forth in this Section 13.2D(1)-(3).
- E. Replenishment. Within fifteen (15) Days after notice from City that any amount has been withdrawn from the Security Fund, as provided in Section 13.2D of this Agreement, the Franchisee shall restore the affected components of the Security Fund to the amount specified in Section 13.2B of this Agreement and provide to City evidence satisfactory to City that the Franchisee has done so. If a court determines that said withdrawal by the City was improper, the City shall restore the improperly withdrawn amount to the affected components of the Security Fund, together with interest from the date of the withdrawal at the rate specified in Section 10 of this Agreement, during the period from such withdrawal until such restoration.
- F. Confirmation of Withdrawals. Within five (5) Days after each of the foregoing withdrawals, City shall notify the Franchisee of the date and amount of the withdrawal.
- G. Return of Security Fund. Within two hundred ten (210) Days after the termination of this Agreement due to the expiration of the Term of the Franchise granted pursuant to this Agreement, the Franchisee shall be entitled to the return of the Security Fund deposited pursuant to this Section 13.2, or such portion of the Security Fund as remains on deposit at said termination, provided that all offsets necessary to compensate the City for any uncured failure to comply with any provision of this Agreement have been taken by the City. Notwithstanding the foregoing sentence, if the Franchisee continues to operate the System following the termination of this Agreement or if the City orders the Franchisee to remove the System as provided in Section 13.6, the Franchisee shall not be entitled to a return of the Security Fund until two hundred ten (210) Days after the end of such continued operation or the completion of removal of the System, whichever is later. In the event of a termination of this Agreement for cause due to a breach by the Franchisee pursuant to Section 13.4, such Security Fund shall become the property of the City to the extent necessary to satisfy the purposes of the Security Fund as set forth in this Section 13.2, including the covering of any costs, loss or damage incurred by the City as a result of such termination or breach, provided that any amounts in excess of such costs, loss or damage shall be refunded to the Franchisee, and provided further that, to the extent the City actually withdraws from such Security Fund amounts used to reimburse the City for such costs, losses or damages, such withdrawn amounts shall not also be considered in determining the "equitable price" pursuant to Section 13.6.

13.3 Liquidated Damages.

- A. Notice and Right to Cure. The Franchisee shall be liable and pay to the City for the amounts specified in this Section 13.3 for any of the following failures by the Franchisee to comply with the provisions of this Agreement. The City shall notify Franchisee of the failure to comply and resulting liquidated damages and, at the option of City, if not paid to the City by the Franchisee within ten (10) Days after notice is given, such amounts may be withdrawn from the Security Fund and paid to the City (in addition to the withdrawals authorized by any other Section of this Agreement) or shall be paid in such other manner as may be determined by the City.
- B. Amounts. For the following failures to comply with this Agreement, the liquidated damages shall be in the following amounts:

1. Failure to complete the Upgrade or Significant Construction in accordance with Appendix A or other technical requirements or any current sequence or schedule approved by the City: Two Thousand Five Hundred Dollars (\$2,500) per Day;
2. Failure to provide all requested Services to any Person to the extent required by Section 4 of this Agreement: Ten Dollars (\$10) per Day, per affected Person, for each Day that such failure continues; provided, however, that in no event shall the total liquidated damages amount calculated under this Section 13.3B(2) be less than Three Hundred Dollars (\$300) per Day;
3. Failure to maintain and provide data, documents, records, reports, or information to the City pursuant to the terms of this Agreement, or, as reasonably requested by City, to cooperate with the City during a performance review of the System or during an audit: Five Hundred Dollars (\$500) per Day;
4. Failure to comply with Section 6.10 of this Agreement: One Thousand Two Hundred Dollars (\$1,200) per Day;
5. Failure to comply with the requirements in this Agreement for PEG access or to provide any of the capital grants, equipment and other support for the PEG Channels pursuant to Section 6, including, but not limited to, compliance with the provisions of Section 6.5: Seven Hundred Fifty Dollars (\$750) per Day for each Day that such failure occurs or continues;
6. Failure to adhere to the technical performance standards agreed to in Sections 5.1, 5.2, 5.7 and 5.8 of this Agreement: Five Hundred Dollars (\$500) per Day;
7. Failure to comply with the customer service and consumer protection rules set forth in Section 9 of this Agreement and 47 C.F.R. § 76.309 and such other customer service and consumer protection rules, regulations, or standards as may be established by Applicable Law: Five Hundred Dollars (\$500) per violation per Day for each Day such violation continues and Seven Hundred Fifty Dollars (\$750) per violation per Day after the first thirty (30) Days of the same continuous violation; provided, however, that where a customer service or consumer protection rule requires the Franchisee to meet a standard of ninety percent (90%) or more: Seven Hundred Fifty Dollars (\$750) per quarter where performance is less than 95% or 90%, as applicable, but equal to or greater than 85%; One Thousand Dollars (\$1,000) per quarter where performance is less than 85% but equal to or greater than 80%; One Thousand Five Hundred Dollars (\$1,500) per quarter where performance is less than 80% but equal to or greater than 75%; Two Thousand Dollars (\$2,000) per quarter where performance is less than 70% but equal to or greater than 65%; and Four Thousand Dollars (\$4,000) per quarter where performance is less than 65%. For purposes of this provision, "quarter" shall mean any consecutive three-month period.
8. Failure to furnish or maintain the performance bond as required by Section 13.10 or failure to furnish or replenish the Security Fund as required by Section 13.2: Two Hundred Fifty Dollars (\$250) per Day;
9. Failure to provide the emergency alert system pursuant to Section 5.12: One Thousand Two Hundred Dollars (\$1,200) per Day;
10. Failure to obtain a permit where construction, reconstruction, or relocation of the System or its components within the Public Ways of the City is undertaken: Two Hundred Fifty Dollars (\$250) per Day;
11. Failure of the Franchisee to comply with construction, operation, or maintenance standards: Four Hundred Dollars (\$400) per Day;

12. Failure to test, analyze, and report on the performance of the System: Five Hundred Dollars (\$500) per Day;
13. Failure to provide programming services in accordance with Section 4: Seven Hundred Fifty Dollars (\$750) per Day; and
14. Failure to comply with the material provisions of this Agreement for which an amount is not otherwise specifically provided pursuant to this Section: Five Hundred Dollars (\$500) per Day.

The Franchisee agrees that each of the failures set forth in this Section 13.3 shall result in injuries to the City and its residents, businesses and institutions, the compensation for which will be difficult to ascertain and to prove. Accordingly, the Franchisee and the City agree that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such injuries. The Franchisee agrees that the foregoing amounts are liquidated damages, not penalties or forfeitures, and are within one (1) or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act (47 U.S.C. § 542(g)(2)(A)-(D)). Further, the payment of such liquidated damages shall not be deemed to be: (i) "Payments-in-kind" or involuntary payments chargeable against the compensation to be paid to the City by the Franchisee pursuant to Section 10 of this Agreement or chargeable against the payments to the City by the Franchisee pursuant to Section 6 of this Agreement; or (ii) part of the compensation to be paid to the City by the Franchisee pursuant to Section 10 of this Agreement or part of the payments to the City by the Franchisee pursuant to Section 6 of this Agreement. Nothing contained in this Section 13.3B shall be construed to permit duplicative recovery from, or payment by, the Franchisee.

- C. No Pass-Through of Liquidated Damages. The costs associated with payment of liquidated damages pursuant to Section 13.3 shall not be passed through to Subscribers in any form, itemized on Subscriber bills, or, for rate regulation purposes, attributed to capital costs, operating expenses, or external costs of the System.
- D. Availability of Additional Remedies; Breach Procedures Not Applicable. To the extent that the City elects to assess liquidated damages as provided in this Section 13.3 and such liquidated damages have been paid to the City to the satisfaction of City, such damages shall be in lieu of the City's right to seek actual damages for the same failures to comply with this Agreement. Nothing in this Section 13.3D is intended to preclude the City from exercising any other right or remedy with respect to: (i) a breach that continues past the time the City stops assessing liquidated damages for such breach; or (ii) the City's use of a past breach or past portion of a continuing breach to support a claim of breach or other claim, one (1) of the elements of which is a previous, continuing or repeated violation of this Agreement or Applicable Law. Further, the Franchisee's payment of such liquidated damages shall not preclude the City from considering the breaches for which such liquidated damages were paid in any decision the City makes on whether to renew this Franchise pursuant to Section 626 of the Cable Act (47 U.S.C. § 546) (or any successor thereto), to terminate the Franchise, or otherwise. The procedures set forth in Sections 13.2 and 13.3A of this Agreement shall apply to liquidated damages or payments of other amounts payable from the Security Fund and the withdrawal of any such damages or payments of other amounts from the Security Fund. The breach procedures set forth in Section 13.4B shall apply solely to the remedies for material breach.

13.4 Remedies For Breach.

- A. Rights of City. In the event that the City believes that Franchisee fails to comply with a provision of this Agreement or has performed a Criminal Act (which shall be considered a breach of this Agreement), and has failed to cure any such breach within any applicable cure period after Franchisee's notice of such breach, then the City shall have the right, at its election and without prejudice to any other remedies provided at law or in equity, to pursue any one or more of the following remedies:

1. City may require the Franchisee, within such reasonable time as may be fixed by City, to complete or correct the breach, and to take any or all actions necessary to cure the breach that the City deems appropriate in the circumstances; and/or
2. Seek money damages from the Franchisee as compensation for such breach; and/or
3. Revoke the Franchise granted pursuant to this Agreement by termination of this Agreement pursuant to Section 13.5; and/or
4. City may perform or have performed any or all acts necessary to cure the breach and recover from Franchisee all the costs and expenses incurred in relation to that cure, including attorneys' fees and costs; and/or
5. City may recover from Franchisee all costs, including attorneys' fees, incurred by City as a result of any breach or as a result of actions taken by City in response to any breach.

In addition to all other remedies granted or available to the City, the City may seek, to the extent appropriate under Applicable Law, (a) the restraint by injunction of the violation, or attempted or threatened violation, by the Franchisee of any terms or provisions of this Agreement; or (b) a decree or order compelling performance by the Franchisee of any term or provision of this Agreement.

- B. Breach Procedures. The City shall exercise the rights provided in Section 13.4A in accordance with following procedures, which procedures shall not be applicable to other remedies provided in this Agreement:

1. The City shall notify the Franchisee, in writing, of an alleged failure to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The Franchisee shall, within fifteen (15) Days (for an allegation of breach of financial provisions) or thirty (30) Days (for an allegation of breach of non-financial provisions) after receipt of such notice or such longer period of time as the City may specify in such notice, either: (a) cure such alleged failure and provide to the City a written explanation and evidence of such cure; or (b) in a written response to the City, state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
2. The City shall determine: (a) whether a failure to comply with a provision has occurred; and (b) whether such failure has been cured or will be cured by the Franchisee in a manner and in accordance with a schedule acceptable to the City.
3. If City determines that a failure to comply with a provision of this Agreement has occurred and that such failure has not been or will not be cured by the Franchisee in a manner and in accordance with a schedule satisfactory to City, then City may take any action set forth in Sections 13.4A.

13.5 Obligations upon Termination. In the event of any termination, revocation, or expiration of this Agreement, the City may, at its option:

- A. Direct the Franchisee to operate the System on behalf of the City pursuant to the provisions of this Agreement and such additional terms and conditions as are agreed upon by the City and the Franchisee, for a period of up to one (1) year;
- B. If there is an Abandonment, authorize any other Person to operate the System on behalf of the City; or

- C. Order the Franchisee to cease all construction and operational activities in a prompt, workmanlike and safe manner by a date to be specified by the City.

In the event of such a termination, revocation, or expiration, the Franchisee shall maintain in full force and effect the performance bond required by Section 13.10 for a reasonable period following the date of termination, revocation, or expiration, but in no event less than three (3) years where Comcast is removing the System and one (1) year in all other instances following termination, revocation or expiration. Pursuant to this Section 13.5, the Franchisee shall cooperate with the City in maintaining continuous and uninterrupted distribution of Services over the System, including, but not limited to, operating the System for a period of time specified by the City for a period up to one (1) year; it is the intent of the parties that only the City may take action to enforce this sentence.

13.6 City's Right to Order Removal or to Acquire or Effect a Transfer of the System.

- A. Removal. In addition to its rights under Section 13.5, upon any termination, revocation, or expiration, the City may, in its sole discretion, but shall not be obligated to, in the event the System is not sold pursuant to Section 13.6B, direct the Franchisee to immediately discontinue the provision of Services and all rights of Franchisee to use the Public Ways shall cease. City may direct Franchisee to remove, at the Franchisee's sole cost and expense, all or any portion of the System from all Public Ways and other public property within the City, including all supporting structures, poles, transmission, and distribution portions of the System and other appurtenances, fixtures, or property from the Public Ways in, over, under, along, or through which they are installed within six (6) months after the termination, revocation, or expiration, except that: (i) Franchisee may abandon its facilities in place; and (ii) Franchisee cannot remove underground facilities without City's consent in advance, which consent shall not be unreasonably withheld. Removal shall be subject to the following:
1. This provision shall not apply to buried cable which the City determines should not be removed;
 2. Prior to any removal, Franchisee shall notify City where removal will occur;
 3. In removing the System, or any part of the System, the Franchisee shall comply with all requirements of Section 3 for construction within the Public Ways and shall restore and leave all Public Ways and other property in as good condition as that prevailing prior to the Franchisee's removal of the System, including any improvements made to such property subsequent to the construction of its System, and without affecting, altering, or disturbing in any way any electric, telephone or other utility cables, wires, or attachments (except to the extent such affecting, altering, or disturbing is permitted by an agreement between the Franchisee and the applicable owner of the cable, wires, or attachments);
 4. Restoration of streets and City property, including, but not limited to, Public Ways, shall be in accordance with the requirements of Section 3 and the directions and specifications of City and all Applicable Law, at Franchisee's sole expense. The City shall have the right to inspect and approve the condition of such Public Ways and public property after removal;
 5. Notwithstanding any other provisions of this Agreement, the performance bond, the Security Fund, and liability insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire period of removal and associated repair of all Public Ways and other public property (or during such longer period as may be required by any other provision of this Agreement);
 6. Removal and restoration shall be commenced within thirty (30) Days after the removal order by the City and shall be completed within six (6) months thereafter, including all associated repair of all Public Ways and other public property; and

7. If, in the reasonable judgment of City, the Franchisee fails to substantially complete such removal and restoration, including all associated repair of Public Ways and other public property, within six (6) months after the revocation, termination, or expiration; then, to the extent not inconsistent with Applicable Law, the City shall have the right to: (a) declare that all rights, title and interest to those portions of the System within Baltimore City (or outside Baltimore City but used exclusively for the System) belong to the City with all rights of ownership, including, but not limited to, the right to operate the System or to effect a transfer of the System to another Person for operation; or (b)(i) authorize removal of the System, including all associated repair of Public Ways and other public property, by another Person at the Franchisee's cost, and (ii) declare that, to the extent not inconsistent with Applicable Law, any portion of the System within Baltimore City (or outside Baltimore City but used exclusively to serve Persons within Baltimore City) not designated by the City for removal shall belong to and become the property of the City without compensation to the Franchisee and the Franchisee shall execute and deliver such documents, as City shall request, in form and substance acceptable to City, to evidence such ownership by the City; and
8. In the event Franchisee chooses to remove its System and fails to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the System, City, at its option, may perform such work, and, if such work is performed within two (2) years after the revocation, termination, or expiration of this Agreement, collect the costs thereof from Franchisee.

Notwithstanding the foregoing, the Franchisee may dispose of any portion of the System (other than the Institutional Network) not designated by the City for removal during such six (6) month period; provided, however, that if the Franchisee fails to complete the removal of the portion(s) of the System designated for removal by the City within such period, then all such portion(s) of the System not disposed of and all amounts collected for any portion(s) of the System disposed of by the Franchisee during such period shall belong to the City, with no price due to the Franchisee.

For purposes of this Section 13.6, the System shall not be deemed to include any trademarks, service marks or any other intangible personal property of the Franchisee that is not necessary for the operation of a Cable System in Baltimore City. Without limiting the types of intangible personal property that are necessary for such operation, nothing in this paragraph shall be construed to exclude the Franchisee's list of Subscribers, their addresses, the Services that they receive and similar information from the meaning of the System as used in this Section 13.6.

- B. Acquisition or Transfer. Upon any termination, revocation or expiration and as an alternative to ordering removal of the System, the City shall have the right to, and may, in its sole discretion and in accordance with Section 627 of the Cable Act (47 U.S.C. § 547) (or any successor thereto) and other Applicable Law, acquire, or effect a transfer to a third party acceptable to the City, of all or any part of the System and all components thereof necessary to maintain and operate the System pursuant to the terms of this Agreement, provided that this requirement shall apply only to those portions of the System within Baltimore City (or outside Baltimore City but used exclusively to serve Persons within Baltimore City). The City shall notify the Franchisee ninety (90) Days after the termination, revocation or expiration of its intent to purchase or transfer the System. For a period of sixty (60) Days after such notice is given, the City and the Franchisee shall negotiate, in good faith, the terms and condition of the purchase of the System, including the purchase price, as detailed below.
- C. Price. The price to be paid to the Franchisee upon an acquisition or transfer by the City or a third party acceptable to the City shall depend upon the nature of the termination. If the Franchise expires without any request by the Franchisee pursuant to Section 626(a)(1) of the Cable Act (47 U.S.C. § 546(a)(1)) (or any successor thereto) that it be renewed, or if the renewal of the Franchise is denied, then the price shall be fair market value, determined on the basis of the System valued as a going concern but with no value

allocated to the Franchise itself (*i.e.*, the fair market value of the System valued as a going concern, with a deduction for the value allocable to the Franchise itself). If the termination is due to the revocation of the Franchise for cause, including, but not limited to, revocation due to a breach of this Agreement by the Franchisee as provided in Section 13.4 or otherwise, then the price shall be an equitable price. In either case, the price shall take into consideration the effects of Sections 13.7 and 13.8.

- D. Valuation Date and Appraisal. The date of valuation for purposes of the price determination pursuant to Section 13.6C shall be the Day before the date the City preliminarily elects to acquire or to effect a transfer of the System. If the City and the Franchisee cannot agree upon the purchase price referenced in Section 13.6C, the City shall have the right to require the convening of a panel of qualified cable system appraisers to determine the fair market value of the Cable System in accordance with the provisions of this Section 13.6D. Such panel, if required, shall be composed of one appraiser chosen by the City, one appraiser chosen by the Franchisee, and a third appraiser chosen by the first two appraisers. The Franchisee shall make necessary data and information available to the appraisers. All expenses of the appraisal, including the fees of the appraisers, shall be borne by the parties in equal shares. Within sixty (60) Days after the three appraisers have been selected, each shall independently appraise the value of such assets pursuant to Section 13.6.B, and shall, without disclosing such value to the other appraisers, record and seal the appraised value in an envelope. Upon completion of all appraisals, the appraisers shall convene together and open and disclose to each other their sealed appraised values for such assets. The appraised value which is farthest from the average of the three disclosed figures shall be discarded and the average of the two remaining values shall be certified to the City and the Franchisee by all three appraisers as having been determined in accordance with this Subsection of this Agreement. The figure so certified shall be deemed by the Franchisee and the City to be the fair market value of such assets.

13.7 Franchisee's Obligations. In the event of any acquisition or transfer pursuant to Section 13.6 or Abandonment pursuant to Sections 13.5 and 13.6, the Franchisee shall:

- A. cooperate with the City or any third party in maintaining continuous and uninterrupted distribution of Services over the System, including, but not limited to, operating the System for a period of time specified by the City but not to exceed one (1) year;
- B. promptly execute all appropriate documents to transfer to the City or third party, free of any and all encumbrances, title to the System, all components thereof necessary to operate and maintain the System pursuant to the terms and conditions of this Agreement, as well as all contracts, leases, licenses, permits, rights-of-way and any other rights, contracts or understandings necessary to maintain the System and the distribution of Services over the System; provided that such transfers shall be made subject to the rights under the Maryland Uniform Commercial Code, Md. State Government Code, Titles 1-10, as amended, or any successor thereto, and, to the extent that any collateral consists of real property, under Baltimore City's real property law, of banking or lending institutions which are secured creditors or mortgagees of the Franchisee at the time of such transfers; and provided that the City shall have no obligation following said transfers to pay, pledge or otherwise commit in any way any general or any other revenues or funds of the City, other than the net operating revenues received by the City from its operation of the System, in order to repay any amounts outstanding on any debts secured by the System which remain owing to such creditors or mortgagees; and provided, finally, that the total of such payments by the City to such creditors and mortgagees, from the net operating revenues received by the City from its operation of the System, shall in no event exceed the lesser of: (a) the fair market value of the System on the date of the transfer of title to the City or (b) the outstanding debt owed to such creditors and mortgagees on said date. Nothing in this Section 13.7 shall be construed to limit the rights of any such banking or lending institutions which are not Affiliated Persons to exercise its or their rights as secured creditors or mortgagees at any time prior to the payment of all amounts due pursuant to the applicable debt instruments; and

- C. promptly supply City with all necessary records to reflect the City's or third party's ownership of the System and to operate and maintain the System, including, without limitation, all Subscriber records and plant and equipment layout documents.

It is the intent of the parties that only the City may take action to enforce Subsection A of this Section 13.7.

13.8 Other Provisions. The City and the Franchisee shall negotiate in good faith all other terms and conditions of any such acquisition or transfer, except that, in the event of any acquisition of the System by the City:

- A. The City shall not be required to assume any of the debts or obligations of any collective bargaining agreements or any other employment contracts held by the Franchisee or any other obligations of the Franchisee or its officers, employees or agents, including, without limitation, any pension or other retirement or any insurance obligations;
- B. The City shall not be required to assume any Liabilities; and
- C. The City may lease, sell, operate or otherwise dispose of all or any part of the System in any manner.

In the event the City does assume any of the debts or obligations of the Franchisee, the payment terms shall be adjusted accordingly.

13.9 Termination.

- A. General. The termination of this Agreement shall occur upon the earliest to occur of: (i) the revocation of the Franchise granted pursuant to this Agreement as provided in Section 13.4; (ii) an Abandonment of the System; or (iii) subject to Section 626 of the Cable Act (47 U.S.C. § 546) (or any successor thereto), the expiration of the Term of the Franchise as set forth in Section 2.3, or otherwise.
- B. Termination Not a Waiver. The termination of this Agreement (in any way specified in Section 13.9(A)) shall not, for any reason, operate as a waiver or release of any obligation or Liability of the Franchisee or any other Person, as applicable, incurred or accrued prior to the date of such termination, and shall include, without limitation, the obligations of this Section 13.9B and Sections 6.5, 10, 11.1, 11.11, 11.22, 12, 13, 14.9, 14.12, 14.14, and 14.27, shall survive the termination of this Agreement. If the Franchisee continues to operate all or any part of the System after the expiration of the Term of the Franchise, without renewal, then (i) this Section 13.9B shall not be construed to waive or release any obligation or Liability of the Franchisee arising out of such continued operations; and (ii) the Franchisee shall comply with the terms and conditions of this Agreement, including, but not limited, to all compensation and other payment provisions of this Agreement. Any such continued operation shall in no way be construed as a renewal or other extension of this Agreement or the Franchise granted pursuant to this Agreement.
- C. Effect of Termination. In the event of a termination as set forth in Section 13.9A, the Term of the Franchise shall expire and the Franchise shall be revoked; all rights of the Franchisee in the Franchise shall cease, with no value allocable to the Franchise itself; and the rights of the City and the Franchisee to the System, or any part thereof, shall be determined as provided in Sections 13.5 through 13.8.

13.10 Performance Bond.

- A. Establishment. To guarantee the timely completion of any Significant Construction undertaken during the Term of this Agreement, to ensure that the operation of the System continues in an orderly and uninterrupted manner in the event of a default by the Franchisee, and for the other purposes specified in Section 13.2C, the Franchisee shall arrange for, and shall maintain throughout the Term of this Agreement, a performance bond solely for the protection of the City, with a corporate surety and trust company that: (i) is listed as a certified company in the most recent version, as of the Effective Date, of

the Department of the Treasury's Listing of Approved Sureties (Department Circular 570), or any successor thereto; (ii) has a per-bond underwriting limitation, as set forth in such Listing, of not less than Twenty Million Dollars (\$20,000,000); and (iii) is otherwise acceptable to the City Solicitor.

Before any change in the performance bond (including, but not limited to, its issuer, amount or terms and conditions, whether or not such change is explicitly contemplated by this Section 13.10A) takes effect, (i) the City Solicitor shall have approved the form of the new bond if the form is being changed, such approval not to be unreasonably withheld or denied; and (ii) the Franchisee shall furnish the new bond to the City Solicitor, with a copy to MOCC, DPW, and DOT.

- B. Amount. The amount of the performance bond during any Significant Construction of the System shall be in an amount not less than one hundred ten percent (110%) of the estimated costs of the Significant Construction, as approved by the City. The bond shall remain in effect until ninety (90) Days after the City has acknowledged the completion of the Significant Construction.
- C. Indemnification. The performance bond shall indemnify the City, up to the full face amount of the bond, for: (i) the cost to complete the Upgrade, Significant Construction, or any other construction, upgrade, rebuild or enhancement of the System in the Franchise Area and to maintain the operation of the System following a termination of this Agreement; (ii) any loss or damage to any municipal structure during the course of any work on the System; (iii) any other costs, losses, or damages incurred by the City as a result of the Franchisee's failure to perform its obligations pursuant to this Agreement, irrespective of whether such failure is or is not negligent, intentional or otherwise; and (iv) the removal of all or any part of the System from the Public Ways; provided, however, that the City may not seek recourse against such bond for any costs or damages for which the City has previously been compensated in full through a withdrawal from the Security Fund or otherwise by the Franchisee. The requirements of this Section 13.10C shall apply to both the initial and replacement bonds described in Sections 13.10A and 13.10B.
- D. Form. Any performance bond provided under this Section shall be in a form approved by the City Solicitor and shall be furnished to the City Solicitor, with a copy to MOCC, DPW, and DOT, on or before the Effective Date. Such bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be cancelled or not renewed by the surety nor may the intention to cancel or not to renew be stated by the surety until not less than sixty (60) Days after City has acknowledged the completion of the [describe Significant Construction] pursuant to the Franchise Agreement between the City and Comcast of Baltimore City, L.P. and, notwithstanding the foregoing, shall in no case be cancelled or not renewed by the surety until at least sixty (60) Days' prior written notice to the City Solicitor and MOCC of the surety's intention to cancel or not renew this bond is given."
- E. Responsibilities of the Franchisee If the Surety Cancels or Fails to Renew a Performance Bond. Prior to the effective date of any cancellation or failure to renew a performance bond by the surety, the Franchisee shall obtain a replacement performance bond from a corporate surety and trust company that meets the requirements set forth of Section 13.10A as of the effective date of such replacement performance bond, and is otherwise acceptable to the City Solicitor. Such replacement performance bond shall be in a form approved by the City Solicitor, such approval not to be unreasonably withheld or denied, and, prior to such effective date, shall have been furnished to the City Solicitor, with a copy to MOCC.
- F. Not a Limit on Liability. The acceptance by the City of the bond required by this Section 13.10 shall not limit the requirement of faithful performance by the Franchisee pursuant to this Agreement or the Liability of the Franchisee pursuant to this Agreement.

SECTION 14
MISCELLANEOUS PROVISIONS

14.1 Delays and Failures Beyond Control of Franchisee.

- A. **General.** Notwithstanding any other provision of this Agreement, the Franchisee shall not be liable for reasonable delay in the performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike; war or act of war; riot; fire; flood or other act of God; unusually severe weather conditions considering the time of year; manufacturing delays or delays in delivery due to conditions that would otherwise relieve the Franchisee from liability under this Section; loss of utility service or facilities, except to the extent such loss should have been covered by the Franchisee's standby and backup power supplies required by Appendix A to this Agreement; any act, order, or decree of any governmental agency or judicial body; or any other event to the extent that the event is reasonably beyond the Franchisee's ability to anticipate or control.
- B. **Partial Impact.** In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such delays as rapidly as possible.
- C. **Notice.** The Franchisee shall notify MOCC by fax or telephone of the occurrence of any event covered by this Section within five (5) Business Days of the time at which the Franchisee learns of the occurrence.

14.2 Notice.

- A. Any notice or communication required or permitted to be given under this Agreement shall be in writing, signed by an authorized representative, and delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) Business Day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) Business Days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14.2, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.
- B. Notices and communications to the City shall be addressed to, and delivered at, the following address:

Mayor's Office of Cable Communications
Attn: Executive Director
8 Market Place, Suite 200
Baltimore, Maryland 21202

With a copy to:

City Solicitor
101 City Hall
100 North Holliday Street
Baltimore, Maryland 21202

Notices and communications to the Franchisee shall be addressed to, and delivered at, the following address:

Comcast of Baltimore City, L.P.
5801 Metro Drive
Baltimore, Maryland 21215
Attention: General Manager

With a copy to:

Comcast Cable Communications, Inc.
1500 Market Street, 32nd Fl.
Philadelphia, PA 19102
Attn: Legal Department

- C. Notice from the City. Notwithstanding any other provision of this Section, any notice the City is required to give to the Franchisee pursuant to Section 13.2 of this Agreement for which a cure period is ten (10) Days or less must be served by personal delivery, overnight mail service, or facsimile transmission.

14.3 Public Notice. The minimum public notice of any public meeting relating to the Franchise shall be by publication at least once in two (2) newspapers of general circulation in the area not less than seven (7) nor more than twenty-one (21) Days prior to the meeting, posting in all customer service centers in the City, and by announcement on at least two (2) Channels on the Cable System between the hours of 7:00 p.m. and 9:00 p.m., for five (5) consecutive Days prior to the meeting.

14.4 Appendices. The Appendices A through F attached to this Agreement, are, unless otherwise specified, incorporated in this Agreement by reference and expressly made a part of this Agreement.

14.5 Entire Agreement. This Agreement, including all Appendices attached, contains the entire understanding and agreement between the City and the Franchisee with respect to the subject matter of this Agreement. All prior negotiations, drafts of this Agreement or any part thereof, understandings, and agreements, including, without limitation, all written or oral statements or representations of any official, employee, agent, attorney, consultant, or independent contractor of the City or Franchisee, are merged in and superseded by this Agreement. The Franchisee shall comply with the terms and conditions of the Previous Franchise Agreement, as amended, for any period between the date of execution by the Franchisee and the Effective Date. The parties agree that the I-Net Transfer and Modification Agreement dated _____, 2004, by and between the parties is not merged in or superseded by this Agreement.

14.6 Modification. Except where this Agreement specifies that a provision may be modified without the approval of both parties, no provision of this Agreement may be modified unless and until such change is reduced to writing, duly authorized and executed by the authorized representatives of each of the parties, and delivered.

14.7 Severability. If any section, subsection, sentence, clause, provision, or other portion of this Agreement is declared to be invalid or unenforceable, in whole or in part, for any reason, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such declaration of invalidity or unenforceability of such section, subsection, sentence, clause, provision, or other portion shall not affect the validity of any of the remaining portions of this Agreement, which other portions shall continue in full force and effect. If any material provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, the parties shall enter into good faith negotiations with the intent of reaching an agreement that would place all parties to this Agreement, and Cable System users and Subscribers, substantially in the same position as if this Agreement were fully enforceable.

14.8 Preemption. In the event that federal or state laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the preempted provision is

no longer preempted, such provision shall immediately return to full force and effect, and shall thereafter be binding on the parties, without the requirement of further action on the part of the City.

14.9 Governing Law. This Agreement shall be deemed to be executed in the State of Maryland, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles, as applicable to contracts entered into and to be performed entirely within that jurisdiction.

14.10 Priority of Maryland Laws. To the extent the rules and regulations promulgated by the City, and the administrative and judicial decisions interpreting such rules and regulations, answer a question left to Applicable Law under this Agreement, such rules, regulations, and decisions shall take precedence over any other source of Maryland law.

14.11 Action Taken by City. Any action to be taken by the City and/or MOCC pursuant to this Agreement shall be taken in accordance with Applicable Law, as such Law may be amended or modified throughout the Term of this Agreement.

14.12 Venue. The City and the Franchisee, on its behalf, agree that, except to the extent inconsistent with Section 635 of the Cable Act, 47 U.S.C. § 555, or any successor provision, any and all claims asserted by or against the City arising under this Agreement or related to this Agreement shall be heard and determined either in a court of the United States located in Baltimore City or in the Circuit Court for Baltimore City.

14.13 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Franchisee to the City set forth elsewhere in this Agreement, the Franchisee represents and warrants to the City and covenants and agrees that, as of the Closing:

- A. Organization, Standing, and Power. The Franchisee is a limited partnership, duly organized, validly existing, and in good standing under the laws of the State of Colorado, and in good standing under the laws of the State of Maryland and is duly authorized to do business in the State and the City. The Franchisee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver, and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby. Certified copies of the Franchisee's organizational documents, as amended to date, have been delivered to the City and are complete and correct. The Franchisee is qualified to do business and is in good standing in each jurisdiction in which it conducts business.
- B. Authorization; Non-Contravention. The execution, delivery, and performance of this Agreement and all other agreements entered into in connection with the transactions contemplated hereby have been duly, legally, and validly authorized by all necessary action on the part of the Franchisee, and the Franchisee has furnished the City with a certified copy of the resolutions of the Board of Directors of Comcast Cablevision of the South, Inc., the general partner of the Franchisee, authorizing the execution and delivery of this Agreement. This Agreement and all other agreements entered into in connection with the transactions contemplated hereby have been duly executed and delivered by the Franchisee and constitute, or upon execution and delivery will constitute, the valid and binding obligations of the Franchisee, and are enforceable, or upon execution and delivery will be enforceable, in accordance with their respective terms, subject to the qualifications that the availability of the remedy of specific enforcement, of injunctive relief or of other equitable relief is subject to the discretion of the court before which any proceeding therefor may be brought, and that the enforcement of the rights and remedies created hereby is subject to bankruptcy, insolvency, reorganization, and similar laws of general application affecting the rights and remedies of creditors and secured parties, provided that nothing in the foregoing qualifications is intended to diminish or affect the rights and remedies of the City under this Agreement at law or in equity. The Franchisee has obtained the requisite authority to approve, authorize, execute, and deliver this Agreement and to consummate the transactions contemplated hereby and no other proceeding or other

action is necessary on the part of the Franchisee to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The Franchisee has not made any representations, warranties, or agreements inconsistent with or with respect to the subject matter of this Agreement. Neither the execution and delivery of this Agreement by the Franchisee nor the performance by the Franchisee of its obligations contemplated by this Agreement will:

1. conflict with, result in a material breach of or constitute a material default under (or with notice or lapse of time or both result in a material breach of or constitute a material default under):
 - a. any governing document of the Franchisee or, to the Franchisee's knowledge, any shareholders' agreement or other similar agreement among security holders or other owners of the Franchisee; or
 - b. any statute, regulation, agreement, judgment, decree, court or administrative order or process or any commitment to which the Franchisee is a party or by which it (or any of its properties or assets) is subject or bound;
 2. result in the creation of, or give any party the right to create, any material lien, charge, encumbrance or security interest upon the property and assets of the Franchisee that would have a material adverse effect on the operation of the Cable System or the financial condition of the Franchisee or the Cable System; or
 3. terminate, modify or accelerate, or give any third party the right to terminate, modify or accelerate, any provision or term of any contract, arrangement, agreement, license agreement or commitments, except for any event which individually or in the aggregate would not have a material adverse effect on the business, properties or financial condition of the Franchisee or the Cable System.
- C. Consent. No consent, approval or authorization of, or declaration or filing with, any public, governmental or other authority, including, without limitation, the FCC or any other federal agency or any City, state, county or municipal agency, authority, board, commission, or council, and, if applicable, public service commissions and other entities, on the part of the Franchisee is required for the valid execution and delivery of this Agreement or any other agreement or instrument executed or delivered in connection herewith.
- D. Compliance with Law. The Franchisee is in material compliance with all Applicable Law and the Franchisee has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.
- E. Litigation; Investigations.
1. Except as disclosed in a certificate which has been provided by the President of the Atlantic Division of Comcast Cable Communications, Inc. (or another officer of the Franchisee or its parents who is acceptable to MOCC) and approved by MOCC and the City Solicitor prior to the Closing, there is no civil, criminal, administrative, arbitration or other proceeding, investigation or claim, including, without limitation, proceedings with respect to unfair labor practice matters or labor organization activity matters or involving the granting of a temporary or permanent injunction, pending or threatened against the Franchisee at law or in equity or before any foreign, federal, City, state, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality or any arbitrator(s), that, if decided adversely to the Franchisee, would:

- a. have a material adverse effect on the business, operation, properties, assets or financial condition of the Franchisee or the Cable System, or
 - b. question the validity or prospective validity of this Agreement, of any essential element upon which this Agreement depends or of any action to be taken by the Franchisee.
 2. The Franchisee is not subject to any outstanding order, writ, injunction or decree which materially and adversely affects or will affect the business, operation, properties, assets or financial condition of the Cable System.
- F. Full Disclosure. Without limiting the specific language of any other representation and warranty in this Agreement, the Franchisee warrants and represents that, as of the Effective Date, all information furnished by the Franchisee is accurate and complete in all material respects and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading, including, but not limited to the information contained in:
1. this Agreement and its Appendices;
 2. any other document executed on the Effective Date;
 3. the most recently supplied financial information about the Franchisee;
 4. the most recently supplied design, as-built and construction sequence maps; and
 5. documents submitted in connection with any transfer of Control authorized by Section 11 of this Agreement.
- G. Fees. Franchisee has paid all franchise, license or other fees and charges which have become due pursuant to any prior franchise or permit and has made adequate provisions for any such fees and charges which have accrued.
- H. Licenses and Permits.
1. Franchisee has duly secured all material permits and licenses in connection with the design, construction, operation, maintenance, repair, upgrade, rebuild or enhancement of the Cable System, or any part of the Cable System, from, and has filed all required registrations, applications, reports and other documents with, the FCC.
 2. The Franchisee acknowledges and agrees that no event has occurred which (i) could result in the revocation or termination of any such license or authorization; (ii) could materially and adversely affect any rights of the Franchisee; (iii) permits, or after notice or lapse of time or both would permit, revocation or termination of any such license; or (iv) materially and adversely affects or, so far as the Franchisee can now foresee, will materially and adversely affect the Cable System or any part of the Cable System.
 3. The Franchisee has obtained all material leases, easements and equipment-rental or other agreements necessary for the maintenance and operation of the Cable System as now conducted.
- I. Ownership Interests. Appendix F represents a current, complete, and accurate description of the ownership structure of the Franchisee and a current, complete, and accurate list of all Persons which hold, directly or indirectly, a five percent (5%) or greater interest in the Franchisee, and all Persons in which the Franchisee, directly or indirectly, holds a five percent (5%) or greater interest.

- J. Additional Covenants. Until the termination of this Agreement and the satisfaction in full by the Franchisee of its obligations under this Agreement, in consideration of the Franchise granted in this Agreement, the Franchisee agrees that it will comply with the following affirmative covenants, unless the City otherwise consents in writing:
1. Compliance with Laws; Licenses and Permits. The Franchisee shall have the sole responsibility for obtaining all permits, licenses and other forms of approval or authorization necessary to construct, operate, maintain, upgrade, rebuild, enhance, replace or repair the Cable System, or any part of the Cable System. Consistent with Section 11.2 and Section 14 of this Agreement, the Franchisee shall comply with:
 - a. all Applicable Laws (including, but not limited to, those of the FCC and any other federal, state, or local agency or authority of competent jurisdiction); and
 - b. all Applicable Laws or other directives of the City, including MOCC, issued pursuant to this Agreement or Applicable Law.
 2. Maintain Existence. The Franchisee will preserve and maintain its existence, its business and all of its rights and privileges necessary or appropriate for the normal conduct of its business. The Franchisee shall maintain its good standing in the State of Maryland and continue to qualify to do business and remain in good standing in each jurisdiction in which it conducts business.
 3. Financial Condition. The Franchisee shall, throughout the term of this Agreement and thereafter, for as long as the Franchisee is required to construct, operate, maintain, upgrade, rebuild, and enhance the Cable System pursuant to this Agreement, maintain adequate financial resources to perform all obligations pursuant to this Agreement.
 4. Condition of Cable System. All of the material properties, assets and equipment of the Cable System are, and all such items added in connection with any construction, upgrade, rebuild, or enhancement will be, maintained in good repair and proper working order and condition throughout the Term of the Agreement and for any time period in which the Franchisee continues to operate the Cable System.
 5. Inconsistent Contracts. The Franchisee shall not enter into any contract, compliance with which would prevent the Franchisee from performing its obligations under this Agreement.

These representations, warranties, covenants, and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City.

14.14 Survival of Representations and Warranties. After the Term of the Agreement and any extension of the Agreement, the City may seek any lawful remedy for any breach by the Franchisee or any Affiliated Person of any representation or warranty made by such Person and contained in this Agreement; provided, however, that the breach occurred during the Term of the Agreement or any extension of the Agreement; or, for a representation or warranty specifically limited to being true as of the Effective Date, that the breach occurred as of the Effective Date.

14.15 No Waiver; Cumulative Remedies. Subject to the conditions and limitations established in this Agreement, no failure on the part of the City or the Franchisee to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right, nor, except as otherwise provided in this Agreement, shall any single or partial exercise of any such right preclude any other right. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in equity, and nothing contained in this Agreement shall impair any of the rights of the City

under Applicable Law, subject in each case to the terms and conditions of this Agreement. A waiver of any right or remedy by either party at any one time shall not affect the exercise of such right or remedy or any other right or other remedy by such party at any other time. No waiver shall be effective unless explicit and in writing. The failure of the City to take any action in the event of a material breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect any right of the City to take any action permitted by this Agreement at any other time in the event that such material breach has not been cured, or with respect to any other material breach by the Franchisee; provided that this sentence is not intended to change or affect the application of the last sentence of Section 626(d) of the Cable Act, 47 U.S.C. § 546(d), or any successor to such sentence.

14.16 Cooperation. The parties recognize that it is in their mutual best interest to cooperate with each other in accordance with the terms and provisions of this Agreement. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the agent designated for this purpose by the other. That agent will use his or her best efforts to facilitate the particular action requested.

14.17 No Opposition. By execution of this Agreement, the Franchisee:

- A. accepts the validity of the terms and conditions of this Agreement, including the Appendices, in their entirety; and
- B. waives and relinquishes, to the maximum extent permitted by Applicable Law, any and all rights it has as of the Effective Date, or may have had prior to the Effective Date, in law or in equity, to assert in any manner, at any time or in any forum, that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted, are not consistent with Applicable Law as of the Effective Date.

14.18 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Franchisee, its successors, and assigns.

14.19 No Recourse Against the City. The City and its officials, boards, commissions, officers, employees, agents, attorneys, consultants or independent contractors shall have no liability for any loss, expense, or damage arising out of any provision or requirement of the Franchise, the enforcement of the Franchise, or the regulation of Cable Service, except as provided by Section 635a of the Cable Act (47 U.S.C. § 555a) and as otherwise provided by Applicable Law.

14.20 Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to the Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

14.21 Headings and Interpretation. The headings contained in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the construction or interpretation of this Agreement.

14.22 Terms. Terms such as “hereby,” “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Agreement as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. “Number” shall include “amount” and vice versa.

14.23 Days and Time; Computation of Time.

- A. Days and Time. Any reference in this Agreement to “day” or “days” shall mean calendar days and not Business Days. If the date for giving or receiving of any notice or the performance of any obligation required by this Agreement falls on a Saturday, Sunday, or federal or State of Maryland holiday, then the notice or obligation may be given or performed on the next Business Day after such Saturday, Sunday, or federal or State of Maryland holiday. Any reference to time of day in this Agreement shall refer to local time for the City.
- B. Computation. Unless otherwise provided, the first Day to be counted under this Agreement when a period of time begins with the occurrence of an act, event, or default is the Day after the Day on which the act, event, or default occurs. When computing a period of time, the last Day of such period is included in the computation, and any required action must be taken on or before that Day. It is immaterial whether the first Day of a time period is a Holiday.

14.24 No Agency. The Franchisee shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the City. No liability or benefits, such as worker’s compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or to either party’s agents or employees as a result of the performance of this Agreement.

14.25 Delegation of City Rights.

- A. Reservation and Notice. Except where this Agreement specifies that an action is to be taken by the Board or Council, the City reserves the right to delegate and re-delegate, from time to time, any of its rights or obligations under this Agreement to any body, organization, or official. Any such delegation by the City shall be effective upon written notice by the City to the Franchisee of such delegation. Upon receipt of such notice by the Franchisee, the Franchisee shall be bound by all terms and conditions of the delegation not in conflict with this Agreement.
- B. Not an Amendment. Any such delegation, revocation, or re-delegation, no matter how often made, shall not be deemed an amendment to this Agreement or require any consent of the Franchisee.
- C. Fact-Finding. Nothing in this Section shall be construed to prevent the Board or Council from delegating any fact-finding function, including, but not limited to, the hearing of evidence, in support of a decision that must be made by the Board or Council under this Agreement, provided that the Board or Council is the entity that shall adopt the final findings of fact and conclusions of law for the City, subject to any subsequent judicial process under Applicable Law.

14.26 No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

14.27 Time of the Essence. Time is of the essence in the execution and performance of all terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

[signatures on following page]

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____
Mayor

ATTEST:

Custodian of Seal

COMCAST OF BALTIMORE CITY, L.P.

By: _____

Its: _____

WITNESS/ATTEST:

Approved as to Form and Legal Sufficiency:

City Solicitor

Approved:

City Purchasing Agent

Approved by the Board of Estimates:

**APPENDIX A
SYSTEM CHARACTERISTICS**

Section 1. Glossary of Technical Terms.

For the purposes of this Appendix A, the following terms shall have the meanings ascribed to them in Section 1 of this Agreement or the following meanings, without regard to whether such terms are capitalized within Appendix.

ADDRESSABLE: The ability of a signal security device such as a Converter or Set-Top Box to permit, via control from people at a remote location (*e.g.*, a cable operator's customer service representatives), which Channels or Signals are passed through to Subscribers.

AURAL CARRIER: A radio frequency signal generated within a Modulator or transmitter and used to carry audio/sound programming.

BANDWIDTH: The difference between the highest frequency part and the lowest frequency part of a signal or portion of the Spectrum.

BASEBAND: The video and audio electrical Signal outputs from television cameras and microphones before the Signals are modulated by a Modulator or transmitter onto a radio frequency Carrier for distribution over long distances.

CARRIER: A radio wave altered within a Modulator or transmitter to carry a Signal. See Aural Carrier and Visual Carrier.

CHANNEL BLOCKING: The control of whether one or more Channels are permitted to be passed from the System through a Subscriber's Converter or Set-Top Box to the television Receiver or other Subscriber equipment.

COAXIAL CABLE: A transmission medium consisting of a metallic electrical conductor surrounded by an insulation material that is covered by a second electrical conductor typically referred to as the shield. Originally used as the transmission medium for most, if not all, parts of a cable network, Coaxial Cable is now generally used only at the latter ends of cable television systems because Fiber Optic Cable provides better performance over long distances.

COAXIAL DISTRIBUTION FEEDER LEG: The Coaxial Cables that take signals from the Trunk Line to the Subscriber area and to which Subscriber Taps are attached. Synonymous with Feeder Line.

CODEC: Coder Decoder; Compression Decompression device; a device that converts signals between analog and digital states and/or compresses and decompresses digital signals.

COMPRESSION: See Digital Compression.

CONDITIONAL ACCESS: A system by which the Franchisee permits only certain Subscribers who pay for a particular programming service (*e.g.*, a premium cable channel like HBO) to receive that service. Conditional Access typically is performed by use of Addressable Converters and Set-Top Boxes.

CONVERTER: A device that permits programming carried on a cable television system to be viewed (or heard in the case of audio programming) on regular television receivers. Converters are necessary for Subscribers without cable-ready television sets because cable television systems carry Channels on different frequencies than they are broadcast over the air. Converters also may be necessary to enable Subscribers to receive programming to which there is Conditional Access (depending on the type of Conditional Access) if so, the Converter functions as a Descrambler. A Set-Top Box is a type of Converter.

DOCSIS: Data Over Cable Service Interface Specifications. Specifications of requirements for transmission of digital/data signals, such as access to the Internet, over cable television systems. Currently, there are a few different sets of DOCSIS specifications.

DECODER: A device that converts digital signals to analog Signals.

DEMODULATOR: A device that converts radio frequency signals to Baseband Signals.

DESCRAMBLER: A device that removes the distortion added to programming for purposes of Conditional Access.

DIGITAL COMPRESSION: Altering a digital signal so it can be transmitted or stored in less Spectrum space. Digital Compression results in the loss of a portion of the signal although the most important parts are preserved.

DISTRIBUTION SYSTEM: The part of a Cable System used to carry Signals from the Headend to subscribers' equipment. Sometimes applied, more narrowly, to the part of a Cable System after the Trunk Lines and before the Tap.

DOWNSTREAM: The direction of Signals on the System from any location and going toward a Subscriber.

DROP CABLE: Coaxial Cable from the Tap to the Subscriber's building.

ELECTROMAGNETIC SPECTRUM: All the radio frequencies that are or may be used for radio communications; frequently called "frequency spectrum" or just "Spectrum."

ENCODER: A device that converts analog signals to digital signals.

ETHERNET: One of several types of standards for the transmission of data.

FEEDER LINE: *See* Coaxial Distribution Feeder Leg.

FIBER NODE: Equipment that converts optical radio frequency (light) Signals delivered on Fiber Optic Cables to electrical radio frequency Signals to be carried on Coaxial Cable.

FIBER OPTIC CABLE: A transmission medium which uses very thin strands of glass or plastic to transmit optical radio frequency (light) signals as opposed to other, metal-based wires or cables (including Coaxial Cable) which transmit electrical radio frequency Signals. Fiber Optic Cables offer much greater capacity (for a given size cable or wire) and data transmission rates than traditional mediums.

FIBER OPTIC LINK: A transmission link using Fiber Optic Cables between two points with a laser transmitter (or other light transmitter) at one point and an optical Receiver at the other.

HEADEND: The control center of a cable television system, where incoming Signals (whether received from other sources or produced locally by the cable operator) are amplified, converted, processed, and combined into a common cable for transmission to Subscribers. The Headend usually has antennas, preamplifiers, frequency converters, Demodulators, Modulators, processors, and other related equipment.

HIGH-DEFINITION TELEVISION ("HDTV"): Television transmission standards replacing the NTSC standards to provide increased performance.

HIGH-SPEED ETHERNET SWITCHES: Devices used to interconnect digital data transmission links operating at Ethernet high-speed rates, frequently located at cable television system Headends and Hubs.

HUB: Larger geographic cable systems often have multiple Hubs located between the Headend and the Taps, with each Hub serving a portion of the franchise area. Each Hub is linked to the main Headend with a signal transmission link such as a Fiber Optic Link, high-capacity Coaxial Cable or microwave radio transmission and reception equipment. A Hub usually is located in a building and may contain equipment such as fiber optic receivers and transmitters, amplifiers, Modulators, Demodulators and associated equipment.

HVAC: Heating, Ventilation and Air Conditioning system and equipment.

HYBRID FIBER-COAXIAL ("HFC"): A description of a Distribution System that uses a combination of Fiber Optic Link and Coaxial Cable technologies and equipment.

MODULATOR: The electronic equipment required to combine video and audio signals from a studio, satellite receiver, microwave receiver or another source and convert the signals to radio frequency signals for distribution on a cable system. (Modulation is the process of encoding information onto a radio wave (or "Carrier") by altering one of its basic characteristics (*i.e.*, amplitude, frequency and phase) in relation to the input signal.) Also, a very low-powered television signal generator used to provide signals for distribution on a cable television system.

NODE: A point of connection in a network. As used in Appendix A, "Node" refers to Fiber Nodes.

NODE SERVICE AREA: The portion of the Franchise Area within which service is provided to subscribers from a given Fiber Node.

NATIONAL TELEVISION STANDARDS COMMITTEE ("NTSC"): The standards for traditional television broadcasts. Following these standards, NTSC channels consist of 6 MHz of Bandwidth to carry video and audio programming information.

PASSIVE DEVICE: A device or piece of equipment that does not require electrical power to operate.

PASSIVE FILTER: A device, which does not require electrical power to operate, that controls whether certain signals can be received. Passive Filters sometimes are used as a form of Conditional Access.

PASSIVE: See Passive Device.

PROCESSOR: A piece of equipment that usually transforms signals from one part of the Electromagnetic Spectrum, such as a UHF television signal, to another portion of the Electromagnetic Spectrum for distribution over cable television systems. In some cases, a Processor may be used, without transforming the signals to a different portion of the Electromagnetic Spectrum, to control or combine signals for viewing and hearing by subscribers or to resolve technical problems such as interference.

RECEIVER: An electronic device that permits programming to be viewed or heard on other devices, usually by converting radio frequencies into visual or audio signals, whether of a lower radio frequency or Baseband. For cable television, the Receiver usually is part of the Subscriber's television set.

RING TOPOLOGY: A network configuration in which the transmission interconnections run among multiple locations so that the locations and their transmission paths among them resemble a ring.

ROUTER: A data communications device that functions like a bridge between networks or portions of networks but can also find the best route between or within networks.

SCALABLE: Capable of being increased to serve additional subscribers or carry more services relatively easily or with a minimum of additional equipment.

SCRAMBLE: A signal security technique for distorting a programming signal to make it unviewable and/or unlistenable except to persons with a properly authorized Decoder or Descrambler.

SEGMENTATION: A process by which one Node is made the equivalent of multiple Nodes at the same location by dividing the incoming and/or outgoing transmission paths among additional equipment.

SET-TOP BOX: A Converter with advanced or additional features.

SIDEBAND: New frequencies created as part of the amplitude Modulation process for television video signal transmission.

SPECTRUM: See Electromagnetic Spectrum.

STAR TOPOLOGY: A network configuration in which the transmissions run from a central point to multiple outlying locations (and vice versa), so the transmission paths collectively resemble the shape of a star.

SWITCHER: A device used to select and control which programming is passed through system facilities. Switchers primarily are found at the Headend and Hub facilities.

TAP: A device in the Distribution System where the interconnection to the Drop Cable to the Subscriber's building takes place.

TERMINAL DEVICE: Equipment at either end of a transmission link, such as a transmitter, Receiver, Modulator, Demodulator, or Processor.

TIER FILTER: A device that controls whether a subscriber may receive certain groups (or "tiers") of programming, such as the Basic and Expanded Basic programming tiers.

TRANSCODER: A device that converts digital signals from one standard, interface or Compression ratio to another. A Transcoder permits two pieces of equipment that operate at different standards, interfaces, or Compression ratios to send signals to each other.

TRANSPONDER: A device that receives a Downstream signal and then generates a signal from local data for transmission over the Upstream portion of a cable television system. The cable operator may use Transponders for ongoing monitoring of the status of equipment in remote portions of its network or for remote performance evaluation during tests.

TRAP: A device that either permits or restricts certain frequencies and signals to be passed through. A Trap may be used to keep a Subscriber from receiving a particular programming service, either because he or she does not subscribe to the service or because he or she does not wish to receive it as part of a package of services to which he or she does subscribe.

TREE AND BRANCH COAXIAL SYSTEM: A Distribution System made up of Coaxial Cable whose interconnection pattern resembles a tree with branches. The Headend, Hubs, and Nodes are located in the root area of the tree. Distribution of signals continues up the Trunk Lines, which are the trunk of the tree. Feeder Lines, like branches, connect the Trunk Lines to the subscriber Taps at the leaves.

TRUNK LINE: The portion of a Coaxial Cable Distribution System between the Headend, Hubs or Nodes and the Feeder Line.

TWO-WAY: The ability of a cable television system to transmit signals in both the Downstream and Upstream directions.

UPSTREAM: The direction of Signals on the System from any location and going toward a Headend, Hub, or other distribution facility of the System.

VERTICAL BLANKING INTERVAL (“VBI”): The time during which the electron gun that causes a picture to display on a television screen moves from bottom to top to begin to scan the next image. During this time, the television signal is not used for video information and may be used to transmit performance test signals, as well as other data such as captions, Web data, and current stock market prices.

VIDEO-ON-DEMAND (“VOD”): The ability of a cable television system to provide television programming immediately when ordered by a Subscriber rather than at a time determined by the programmer or cable operator.

VIDEO-ON-DEMAND (“VOD”) SERVER: The computer and memory storage devices on which the cable operator stores programs available for VOD to Subscribers.

VISUAL CARRIER: A radio frequency signal generated with a Modulator or transmitter and used to carry video programming.

Section 2. Technical Design

2.1 Cable System. The system shall conform to all applicable FCC technical performance standards, as amended from time to time and the system shall have the personnel, facilities and equipment sufficient to ensure that Franchisee’s cable system remains in compliance.

2.2 Overview of System Upgrade Commitments.

2.2.1 The Franchisee shall upgrade its plant in Baltimore City, Maryland, constructing a hybrid fiber-coaxial plant (“HFC”) for Signal distribution. The Upgraded System shall be capable of passing frequencies of at least eight hundred sixty (860) megahertz (MHz) cable bandwidth and shall be Two-Way active. The Upgraded plant shall be able to support a minimum Analog Channel capacity of eighty (80) Analog Channels. The System shall be capable of providing over two hundred (200) Digital Services. Fiber optic conductors shall be widely deployed, reaching neighborhood nodes.

2.2.2 The Franchisee shall employ a fiber-to-the-node architecture, with nodes serving an average of one thousand five hundred (1,500) homes passed. Based on the Franchisee’s System design, the typical node size will be lower than this average.

2.2.3 Nodes shall be sufficiently scalable to meet any future service requirements and such scalability can be accomplished with minimal further construction. In order to better increase signal quality and improve the reliability of the System, the System shall employ a maximum of six (6) amplifiers in a cascade after the node. Of these six (6) amplifiers, a maximum of two (2) line extender amplifiers, on average, shall be used. However, based on the Franchisee’s System design, the typical number of amplifiers in a cascade will be lower.

2.2.4 The System shall have the capacity to offer a variety of Digital Services to Subscribers, including television and audio programming on digitally compressed Channels, Two-Way Internet access, high-

definition television (“HDTV”) and other emerging and advanced Services. The System shall have backup power to assure reliability.

2.2.5 The System shall have two-way addressable capability, and the capability to transmit targeted programming to a group of selected Subscribers in encrypted format on a designated channel.

2.3 Fiber optic links may transport program Signals from local broadcast television stations. The Franchisee may also use fiber optic links to bring in satellite and other programming from neighboring cable systems. Receivers, demodulators, transcoders, modulators, scramblers, processors, switchers, monitors and test equipment are some of the equipment types to be found in the headend.

2.4 The headend Signals shall be transported to other facilities termed hub sites. There shall be multiple hub sites, including the one located at the headend, located throughout the System. The hub sites house laser transmitters and optical receivers that communicate with the nodes. Digital set-top box data demodulators, cable modem routers, video-on-demand servers and high-speed Ethernet switches may also be housed in the hub facility.

2.5 A fiber optic path shall interconnect the hub facilities. This path topology shall provide redundant paths to protect against a disruption associated with a fiber cut. Signals are sent both clockwise and counterclockwise around this path. Each hub site, therefore, shall receive Signals from either direction. Automatic switching equipment shall exist at each hub site to select the alternate route if the primary route fails (this alternate route is hereinafter referred to as the “Backup Route”). As a result of this redundancy, any single point of damage to the fiber path will not result in the loss of Signal to the hub site. Fiber optic cables connect each hub facility to the nodes it serves in a star topology.

2.6 The node is the demarcation point where the optical fibers terminate and the coaxial cable signals originate in the HFC network architecture. The tree and branch coaxial cable system shall be divided into a number of smaller coaxial systems. The area served by one of these systems is dependent upon the reach of a given coaxial distribution feeder leg.

2.7 Node segmentation is a process used to provide more bandwidth to and from a given node service area; this would be desired when there is significant growth in the number of Subscribers using this bandwidth. The Franchisee shall segment the nodes in order to prevent degradation in the quality of service to unacceptable levels. Several methods exist to segment the node service area, for example: additional bandwidth may be provisioned to allow more communications Channels, the node may be equipped with additional Upstream transmitters, and another node may be placed near the existing node.

2.8 As noted above, the System shall be constructed with sufficient fiber to allow for node scalability with minimal further construction.

2.9 Signal Distribution Techniques.

2.9.1 Signal distribution will take the package of analog and digital Signals, generated by the headend, and send the Signals to the hubs by fiber optic links. Redundancy switches at the hubs shall allow the selection of the Backup Route when required. The hubs shall send the Signals to the nodes by fiber optic links.

2.9.2 Nodes will receive the optical radio frequency Signals from a hub, and convert them to electrical radio frequency Signals for injection into the coaxial cables. The coaxial network of cable, amplifiers and taps will provide a Signal into the drop cable that enters the Subscriber’s premises.

Section 3. Technical Design.

3.1 Distribution Lines/Equipment.

- 3.1.1 Most of the existing coaxial trunk and feeder cable will be retained. Additional cable shall be added where needed as dictated by System design or for replacement of defective cable.
- 3.1.2 All System passives and Subscriber taps shall be rated for at least one (1) Ghz.
- 3.1.3 Amplifiers shall be at least eight hundred sixty (860) MHz units. All of the power supplies throughout the distribution system shall be a minimum of eighty-seven (87) volt standby units.

3.2 Two-Way Capability.

- 3.2.1 The entire Upgraded System shall be activated for Two-Way transmission. As the Upgrade for each node service area is completed, that node service area shall be activated for Two-Way transmission.
- 3.2.2 Signals in the five (5) MHz to forty (40) MHz spectrum of the coaxial cable system are transformed into optical Signals at the node. The node optical radio frequency Signals are received at the hubs and converted back to electrical radio frequency Signals. This Upstream information is communicated to the digital set-top box demodulators, the cable modem routers and other equipment.

3.3 Standby Power.

- 3.3.1 All headend and hub facilities shall have auxiliary power generators capable of powering the headend and hub equipment in the event of a commercial power failure for at least twenty-four (24) hours. All sensitive electronic equipment, including routers, switches, satellite receivers, modulators, optical receivers, and optical transmitters, shall be powered by an uninterruptible power source ("UPS").
- 3.3.2 The generators and commercial power shall recharge the batteries in the UPS. The cable plant distribution system electronics (including, but not limited to, nodes and amplifiers) shall also have standby power supplies in the event commercial power is interrupted.
- 3.3.3 All of the standby power supplies throughout the distribution system shall be a minimum of eighty-seven (87) volt standby units. These power supplies shall contain fully charged batteries that allow the unit to generate cable power when the utility power is interrupted. These power supplies shall be able to power the distribution system for two (2) hours or more as nominally rated.
- 3.3.4 Each standby power supply will be electronically monitored by January 1, 2007. The monitoring devices shall communicate data on commercial power interruptions to the network operations center and shall communicate the condition of the batteries. As a result, if a power outage is anticipated to be in excess of two (2) hours, trucks equipped with power generators shall be dispatched to provide power to the nodes and amplifiers in excess of the battery run time.

3.4 System Monitoring. The Franchisee shall implement status monitoring at all system hubs and OTN's by January 1, 2007. The status monitoring system will, among other things, monitor signal level, equipment telemetry,

and environmental status and alert the Franchisee when errors occur. The network operations center shall monitor the network twenty-four (24) hours a Day, seven (7) Days a week.

3.5 Subscriber Premises Equipment. (E.g., set-top boxes, Two-Way Modems)

3.5.1 Both analog addressable and digital addressable set-top boxes shall be available to Subscribers.

3.5.2 It is anticipated that cable modems for Two-Way Internet service will adhere to Data Over Cable Service Interface Specification ("DOCSIS") standards. The System shall be able to support DOCSIS compliant cable modems. The Franchisee anticipates that alternative cable modem standards may become widely used in the future. The Franchisee shall take into consideration Subscriber usage of other standards when deciding on future standards for its Two-Way cable modems.

3.6 Parental Control Options.

3.6.1. The Subscriber set-top box shall have the capability for the Subscriber to block out any Analog Channel or Digital Television Channel so chosen. The Subscriber will enter a password to view the Channels that he or she has chosen to block. In the future, alternative or additional technology may be employed to accomplish this Signal security function.

3.6.2 It is anticipated that the vertical blanking interval information generated by a program supplier for V-chip technology can be used by Subscriber purchased equipment to further aid the Subscriber's control over programming.

3.6.3 In addition to these mechanisms available to parents to block out programming. There are additional Signal security mechanisms that available in the System that can limit the delivery of programming to the Subscriber's home.

3.6.4 Service Delivery Techniques (e.g., Addressable) and Buy-Through Prohibition. The most flexible and secure delivery is by the encryption and the conditional access features of the digital set-top boxes. Premium Channel access, pay-per-view authorization and program package or tier authorization are made possible by this technology.

3.6.5 Passive filters in individual customer drops can accomplish basic and expanded tier security. Accordingly, a basic only customer may elect to purchase a pay-per-view Channel or a premium Channel in accordance with the federal buy through provisions as set forth in Section 623(b)(8) of the Cable Act (47 U.S.C. § 543(b)(8)) (or any successor thereto).

APPENDIX B
PEG SIGNAL INPUT POINTS

Permanent

1. 8 Market Place
2. 100 N. Holliday (City Hall)

3. 200 E. North Avenue (School Headquarters)
4. 620 Fallsway (Emergency Operations Center 1)
5. 1201 E. Coldsprings (Emergency Operations Center 2)

Remote

1. 2600 W. North Avenue (Coppin College)
2. 2600 E. Northern Parkway (School Technology Center)
3. Camden Yards/Ravens Stadium Complex (State Emergency Operations Center)
4. University of Maryland College Park
5. Johns Hopkins University
6. Morgan State University

**APPENDIX C
FACILITIES RECEIVING COURTESY CABLE SERVICE**

CUST CLASS	ADDRESS	NAME
FIRE HOUSE	4522 HARFORD RD	AT114 ENGINE 42
FIRE HOUSE	1407 KEY HWY	BALTO CITY FIRE MNT
FIRE HOUSE	414 N CALVERT ST APT 2	BALTO FIRE DEPT
FIRE HOUSE	3724 ROLAND AVE	ENGINE 21
FIRE HOUSE	800 LIGHT ST	ENGINE CO 2
FIRE HOUSE	15 S EUTAW ST APT A	ENGINE CO 23
FIRE HOUSE	3525 WOODBROOK AVE	ENGINE COMPANY 52
FIRE HOUSE	15 S EUTAW ST APT B	ENGINE FIRE HOUSE
FIRE HOUSE	1229 BUSH ST	ENGINE TRUCK 23
FIRE HOUSE	1908 HOLLINS ST	ENGINE 14 FIREHOUSE
FIRE HOUSE	4315 MANNASOTA AVE	ENGINE 27 FIREHOUSE
FIRE HOUSE	2249 EDMONDSON AVE	ENGINE 36 FIREHOUSE
FIRE HOUSE	520 S CONKLING ST	ENGINE 41 FIRE STATION
FIRE HOUSE	2 UPLAND RD	ENGINE 44 FIREHOUSE
FIRE HOUSE	608 SWANN AVE	ENGINE 53 FIREHOUSE
FIRE HOUSE	4312 PARK HTS AVE	FIRE DEPARTMENT 29
FIRE HOUSE	5714 EASTERN AVE	FIRE STATION 124
FIRE HOUSE	3906 LIBERTY HTS AVE	FIRE STATION 40
FIRE HOUSE	2700 GLEN AVE	FIRE STATION 45
FIRE HOUSE	1601 BROENING HWY	FIRE STATION 50
FIRE HOUSE	4427 PENNINGTON AVE	FIRE STATION 57
FIRE HOUSE	2425 ANNAPOLIS RD	FIRE STATION 58
FIRE HOUSE	1503 W LAFAYETTE AVE	FIRE STATION 8
FIRE HOUSE	2608 WASHINGTON BLVD	FIRE STATION 47

FIRE HOUSE 410 E LEXINGTON ST APT 2
 FIRE HOUSE 5500 REISTERSTOWN RD
 FIRE HOUSE 1100 HILLEN ST APT 1
 FIRE HOUSE 1100 WALTERS AVE
 FIRE HOUSE 430 MAUDE AVE
 FIRE HOUSE 6512 HARFORD RD
 FIRE HOUSE 646 N HIGHLAND AVE
 FIRE HOUSE 405 MCMECHEN ST
 FIRE HOUSE 5821 BELAIR RD
 FIRE HOUSE 1223 N MONTFORD AVE
 FIRE HOUSE 3123 GREENMOUNT AVE
 FIRE HOUSE 3220 FREDERICK AVE
 FIRE HOUSE 1201 E COLD SPRING LN APT UP
 FIRE HOUSE 3130 W NORTH AVE
 GOVERNMENT 15 S EUTAW ST APT C
 GOVERNMENT 201 W BALTIMORE ST
 GOVERNMENT 414 N CALVERT ST APT1
 GOVERNMENT 2331 N FULTON AVE
 GOVERNMENT 32 MARKET PL APT 200B
 GOVERNMENT 32 MARKET PL APT 200C
 GOVERNMENT 100 HOLLIDAY ST
 GOVERNMENT 32 MARKET PL APT 200E
 GOVERNMENT 32 MARKET PL APT 200D
 GOVERNMENT 32 MARKET PL APT 200A
 GOVERNMENT 1201 E COLD SPRING LN APT LOW
 GOVERNMENT 111 N CALVERT ST
 GOVERNMENT 620 FALLSWAY
 POLICE 3355 KESWICK RD
 POLICE 3560 3RD ST
 POLICE 1201 N ROSEDALE ST
 POLICE 3000 E MADISON ST
 POLICE 3000 E MADISON ST
 POLICE 2525 KIRK AVE
 POLICE 1900 ARGONNE DR
 POLICE 1620 EDISON HWY
 POLICE 5710 EASTERN AVE
 POLICE 10 CHERRY HILL RD
 POLICE 424 FONT HILL AVE
 POLICE 1034 N MOUNT ST
 REC CENTER 300 W 29TH ST
 REC CENTER 1401 FILLMORE ST REC
 REC CENTER 100 E HEATH ST REC
 REC CENTER 4633 FURLEY AVE
 REC CENTER 2304 GREENMOUNT AVE
 REC CENTER 700 N CALHOUN ST
 REC CENTER 31 S SCHROEDER ST
 REC CENTER 1400 E BIDDLE ST
 REC CENTER 1221 W 36TH ST REC
 REC CENTER 600 N PATTERSON PK AV
 SCHOOL 1300 GORSUCH AVE
 SCHOOL 800 POPLAR GROVE ST
 SCHOOL 3701 SINCLAIR LN
 SCHOOL 3705 W ROGERS AVE
 SCHOOL 5001 E EAGER ST
 SCHOOL 2700 SEAMON AVE

FIRE DEP COMMUN ROOM
 FIRE DEP ENGINE 46
 FIRE DEP ENGINE 6
 FIRE DEP ENGINE WE43
 FIRE ST STATION 35
 FIREHOUS ENGINE 56
 FIREHOUS FIREHOUSE-51
 STATION ENGINE 16
 THE FIRE DEPT 54
 TRUCK FIRE DEPT
 TRUCK FIREHOUSE
 TRUCK FIRESTATN 30
 TRUCK 29 ENGINE 4
 WALBROOK FIRE STATION
 AERIAL TOWER 102
 BALTIMOR ARENA
 CITY BALTO
 DEPT PUBLIC WRKS
 MAYOR OFFICE
 MAYORS OFFICE
 MAYOR'S OFFICE
 MAYOR'S OFFICE CABLE
 MOCC AUDIO VISUAL
 MOCC MAYOR'S OFC
 OFFICE DISASTER&DEF
 OFFICE TELECOMM
 SAFETY X-ING GUARD
 NORTHERN POLICE DIST
 PAL BROOKLYN-O'MA
 PAL ROSEMONT
 POLICE ATHLETIC LEAG
 POLICE ATHLETIC LEAG
 POLICE DEPT
 POLICE DEPT
 PRECINCT EAST DISTRICT
 SOUTH POLICE DIST
 SOUTHERN DIST POLICE
 SW POLIC STATION
 WESTERN DIST POLICE
 REC CENT BARCLAY
 REC CENT COLSTREAM
 REC CENT ELLA BAILEY
 REC CENT FURLEY PS #20
 REC CENT GREENMOUNT
 REC CENT HARLEM PARK
 REC CENT JAMES MCHENRY
 REC CENT MADISON SQUAR
 REC CENT ROOSEVELT
 REC CENT TENCH TILGHMA
 ABBOTT ST ELEM SCHOOL
 ALEXANDE HAMILTON SCH
 ARCHBSHP CURLEY H SCH
 ARLINGTO ELEM SCHOOL
 ARMSTEAD GARDENS ELEM
 ARNETT BROWN SCHOOL

SCHOOL 2400 ROUND RD
 SCHOOL 3935 HILTON RD
 SCHOOL 3220 THE ALAMEDA
 SCHOOL 3006 W COLD SPRING LN
 SCHOOL 2900 BARCLAY ST
 SCHOOL 4301 10TH ST
 SCHOOL 301 S BEECHFIELD AVE
 SCHOOL 1406 N ELLAMONT ST
 SCHOOL 1201 CAMBRIA ST
 SCHOOL 220 N BENTALOU ST
 SCHOOL 1400 N CAROLINE ST
 SCHOOL 3500 FOSTER AVE
 SCHOOL 1301 MCCULLOH ST
 SCHOOL 822 W LAKE AVE
 SCHOOL 3536 BREHMS LN
 SCHOOL 3701 FERNHILL AVE
 SCHOOL 2625 E NORTHERN PKWY
 SCHOOL 4201 PENNINGTON AVE
 SCHOOL 1100 WHITMORE AVE
 SCHOOL 3501 HILLSDALE RD
 SCHOOL 801 S HIGHLAND AVE
 SCHOOL 3225 WILKENS AVE
 SCHOOL 2501 SEABURY RD
 SCHOOL 2201 PRESSTMAN ST
 SCHOOL 2800 EDISON HWY
 SCHOOL 4910 PARK HTS AVE
 SCHOOL 2000 CECIL AVE
 SCHOOL 200 N CENTRAL AVE
 SCHOOL 1526 N FREMONT AVE APT
 SCHOOL 801 BRIDGEVIEW RD
 SCHOOL 5301 ERDMAN AVE
 SCHOOL 1409 N COLLINGTON AVE
 SCHOOL 2600 W NORTH AVE
 SCHOOL 6100 CROSS CNTRY BL
 SCHOOL 4301 W BAY AVE
 SCHOOL 201 E 21ST ST
 SCHOOL 5025 DICKEY HILL RD
 SCHOOL 1300 HERKIMER ST
 SCHOOL 500 N CAROLINE ST
 SCHOOL 1400 ORLEANS ST
 SCHOOL 2001 LINDEN AVE
 SCHOOL 2835 VIRGINIA AVE
 SCHOOL 1900 EDGEWOOD ST
 SCHOOL 4501 EDMONDSON AVE
 SCHOOL 501 N ATHOL AVE
 SCHOOL 2500 E NORTHERN PKWY STE 236
 SCHOOL 181 N BEND RD
 SCHOOL 181 N BEND RD
 SCHOOL 1400 EXETER HALL AVE APT 102
 SCHOOL 1101 N WOLFE ST
 SCHOOL 1624 EUTAW PL
 SCHOOL 2848 W LAFAYETTE AVE
 SCHOOL 2555 HARFORD RD
 SCHOOL 3801 FALLSTAFF RD
 SCHOOL 1035 S KENWOOD AVE

ARUNDEL ELEMENTARY
 ASHBURTO ELEM MIDDLE S
 BALTIMOR CITY COLLEGE
 BALTIMOR JR ACADEMY
 BARCLAY SCHOOL
 BAYBROOK ELEM SCH
 BEECHFIE ELEM SCH
 BELMONT ELEM SCH
 BENJAMIN FRANKLIN SCH
 BENTALOU ELEM
 BERNARD HARRIS ELEM
 BISHOP NEMAN SCHOOL
 BOOKER WASH SCHOOL
 BOYS LATIN SCH
 BREHMS LANE ELEM
 CALLAWAY ELM SCHL
 CALVARY LUTHERAN SCH
 CALVARY TEMPLE SCHOOL
 CALVERTO MIDDLE SCH
 CALVIN RODWELL ELM
 CANTON MIDDLE SCHOOL
 CARDINAL GIBBONS SCHL
 CARTER WOODSON SCH
 CARVER VOC-TECH
 CATHOLIC HIGH SCHL
 CC JACKSON
 CECIL ELEMENTARY
 CHARLES CARROLL SCH
 CHARLES HALL ELM SCHL
 CHERRY HILL ELEM SCH
 CLAREMNT SCHOOL
 COLLINGTON SQ ELEM
 COPPIN STATE COLLEGE
 CROSS COUNTRY ELEM
 CURTIS BAY ELE
 DALLAS NICHOLAS ELEM
 DICKEY HILL ELM SCHL
 DIGGS JOHNSON SCH
 DUNBAR MIDDLE SCH
 DUNBAR SENIOR HIGH
 EAGER HOWARD ELEM
 EDGECOMB CIRC ELEM
 EDGEWOOD ELEM SCH
 EDMOND WESTSIDE SCH
 EDMONDSO HIGH SCH
 ELE CECIL
 ELEM NORTHBEND
 ELEM NORTHBEND
 ELEMENTA COLDSTREAM
 ELMER HENDERSON ELE
 EUTAW MARSHBURN
 F CHARLS MIDDLE SCH
 FAIRMONT HARFORD HIGH
 FALLSTAF MIDDLE SCHL
 FATHER KOLBE SCHOOL

SCHOOL	1040 WILLIAM ST	FED HILL ELEM SCHL
SCHOOL	6720 PULASKI HWY	FIRE ACADEMY
SCHOOL	3701 ELDORADO AVE	FOREST PARK HIGH
SCHOOL	2701 E OLIVER ST	FORT WORTHINGTON
SCHOOL	1425 E FORT AVE	FRANCIS SCOTT KEY
SCHOOL	100 N CALHOUN ST	FRANCIS WOOD ALT HIGH
SCHOOL	6001 FRANKFORD AVE APT 118	FRANKFRD INTERM SCHOOL
SCHOOL	1400 W LEXINGTON ST	FRANKLIN SQUARE ELEM
SCHOOL	2301 GWYNNS FLS PKY	FREDERIC DOUGLAS HIGH
SCHOOL	2501 FREDERICK AVE	FREDERIC ELEM SCHL
SCHOOL	5114 N CHARLES ST	FRIENDS UPPR SCHL LIB
SCHOOL	4633 FURLEY AVE	FURLEY ELEMENTARY
SCHOOL	1200 PENNSYLVANIA AV	FURMAN TEMPLETON ELM
SCHOOL	5300 BELAIR RD	GARDENVI ELEM SCHL
SCHOOL	2800 AILSA AVE	GARRETT HGTS ELE SCH
SCHOOL	3910 BARRINGTON RD	GARRISON MIDDLE SCH
SCHOOL	245 S WOLFE ST	GEN WOLF ELEMENTRY SCH
SCHOOL	701 GOLD ST	GEORGE KELSON ELEM
SCHOOL	4411 GARRISON BLVD	GEORGE MCMECHEN SCH
SCHOOL	800 SCOTT ST	GEORGE WASH ELEM
SCHOOL	1311 N GILMOR ST	GILMORE ELEM SCH
SCHOOL	6211 WALTHER AVE	GLENMOUN ELEM SCH
SCHOOL	5801 YORK RD	GOVANS ELEMENTARY
SCHOOL	707 PARK AVE	GRACE ST PETERS SCH
SCHOOL	6300 O'DONNELL ST	GRACELAND PARK SCH
SCHOOL	4501 GREENSPRING AVE	GREEN SPRING MIDDLE
SCHOOL	4520 YORK RD	GUILFORD ELEM SCHL
SCHOOL	6101 OLD HARFORD RD	HAMILTON ELM SCHOOL
SCHOOL	5609 SEFTON AVE	HAMILTON MIDDLE SCHOOL
SCHOOL	3608 CHESTNUT AVE	HAMPDEN ELM SCHOOL
SCHOOL	101 S ELLWOOD AVE	HAMPSTEA HILL MIDDLE
SCHOOL	500 S LINWOOD AVE	HAMPSTED HILL SCHOOL
SCHOOL	1001 W SARATOGA ST	HARBOR CITY LRN CTR
SCHOOL	4411 6TH ST	HARBOR VIEW SCHOOL
SCHOOL	1919 N BROADWAY	HARFORD HTS ELM SCHL
SCHOOL	1401 W LAFAYETTE AVE	HARLEM PARK ELEM
SCHOOL	1500 HARLEM AVE	HARLEM PARK MID SCH
SCHOOL	1807 HARLEM AVE	HARRIET TUBMAN SCHL
SCHOOL	4517 HAZELWOOD AVE	HAZELWOOD ELEM SCHL
SCHOOL	231 S EATON ST	HIGHLAND TOWN ELEM SCH
SCHOOL	3223 E PRATT ST	HIGHLAND TOWN SCHOOL
SCHOOL	3301 CARLISLE AVE	HILTON ELEM SCH
SCHOOL	1500 IMLA ST	HOLABIRD ELESCHOOL
SCHOOL	932 GORSUCH AVE	HOLY SPRIT ELM SCH
SCHOOL	5701 YORK RD	HOPE ACADEMY
SCHOOL	2400 W MOSHER ST	JAMES MOSHER ELEM
SCHOOL	100 N CHESTER ST	JOHN ROGERS E SCHL
SCHOOL	701 RAPPOLLA ST	JOHN RUHRAH ELEM
SCHOOL	1101 VALLEY ST	JOHNSTON SQUARE ELEM
SCHOOL	900 DRUID HILL AVE	JOSEPH BRISCOE SCH
SCHOOL	1201 N ROSE ST	KATHARIN SCHOOL
SCHOOL	6400 E PRATT ST	LADY OF FATIMA SCH
SCHOOL	850 BRADDISH AVE	LAFAYETT ELEM SCH
SCHOOL	2921 STRANDEN RD	LAKELAND ELEM-MIDDLE
SCHOOL	2625 E FEDERAL ST	LAKEWOOD ELEM SCHOOL

SCHOOL 5011 ARBUTUS AVE
 SCHOOL 500 W BALTIMORE ST
 SCHOOL 2200 SINCLAIR LN
 SCHOOL 1235 SHERWOOD AVE
 SCHOOL 2801 N DUKELAND ST
 SCHOOL 733 W LEXINGTON ST
 SCHOOL 3901 MAINE AVE
 SCHOOL 1501 N ASHBURTON ST
 SCHOOL 301 N PULASKI ST
 SCHOOL 1600 ARLINGTON AVE
 SCHOOL 1601 E LOMBARD ST
 SCHOOL 200 WINSTON AVE
 SCHOOL 1731 E CHASE ST
 SCHOOL 621 WILDWOOD PKWY
 SCHOOL 3601 OLD FREDRICK RD
 SCHOOL 2810 SHIRLEY AVE
 SCHOOL 300 PONTIAC AVE
 SCHOOL 100 E 26TH ST
 SCHOOL 3750 GREENSPRING AVE
 SCHOOL 3510 W MULBERRY ST
 SCHOOL 1600 N PAYSON ST
 SCHOOL 31 S SCHROEDER ST
 SCHOOL 4300 BUCHANAN AVE
 SCHOOL 3500 HILLEN RD
 SCHOOL 1634 GUILFORD AVE
 SCHOOL 2040 E 32ND ST
 SCHOOL 6201 FRANKFORD AVE
 SCHOOL 2601 TOLLEY ST
 SCHOOL 121 MCMECHEN ST
 SCHOOL 4403 FREDERICK AVE
 SCHOOL 6900 PARK HTS AVE
 SCHOOL 2201 PINWOOD AVE
 SCHOOL 5001 MORAVIA RD
 SCHOOL 5201 LOCH RAVEN BLVD
 SCHOOL 2500 E NORTHERN PKWY STE 109
 SCHOOL 201 S CONKLING ST
 SCHOOL 844 ROUNDVIEW RD
 SCHOOL 100 KANE ST
 SCHOOL 3500 W NORTHERN PKWY
 SCHOOL 1400 W COLD SPRING LN
 SCHOOL 1400 EXETER HALL AVE APT 100A
 SCHOOL 4501 OLD FREDRICK RD
 SCHOOL 1000 N MONTFORD AVE
 SCHOOL 701 RAPPOLLA ST APT REC
 SCHOOL 2400 WINDSOR AVE
 SCHOOL 1300 W 36TH ST
 SCHOOL 4300 SIDEHILL RD
 SCHOOL 5207 ROLAND AVE
 SCHOOL 5204 ROLAND AVE
 SCHOOL 2777 PRESSTMAN ST
 SCHOOL 6820 FAIT AVE
 SCHOOL 6726 YOUNGSTOWN AVE
 SCHOOL 4410 FRANKFORD AVE
 SCHOOL 5302 HARFORD RD
 SCHOOL 801 ARGONNE DR

LANGSTON ELEM HUGHES
 LAW UNIV MARYLAND
 LAWRENCE PAQUIN SCH
 LEITHWLK ELEMSCHOOL
 LEMMEL MIDDLE SCH
 LEXINGTO TERR ELEM
 LIBERTY ELEM SCH
 LILLIE JACKSON SCH
 LOCKERMA BUNDY ELEM
 LOIS MURRAY ELEM
 LOMBARD MIDDLE SCHOOL
 LOYOLA NOTRE DAME
 LUTHER MITCHELL PRIM
 LYNDHURS ELEMENTARY
 MADONNA ELEM SCH
 MALCOLM X SCHOOL
 MAREE FARRING ELEM
 MARGARET BRENT SCHOOL
 MARTIN L KING ELEM
 MARY RODMAN ELEM
 MATHEW HENSON ELEM
 MCHENRY ELEM
 MEDFIELD HEIGHTS SCH
 MERVIO SENIOR HIGH
 MILDRED MONROE ELEM S
 MONTEBEL ELEMENTARY
 MORAVIA PARK ELEM
 MORRELL PARK ELEM
 MT ROYAL ELE-MIDDLE
 MT SAINT JOSEPH SCH
 NORTHWESTERN HIGH
 NORTHERN HIGH SCHL
 NORTHEST MIDDLE SCH
 NORTHWOOL ELEMENTARY
 OFFICE O INSTR TECH
 OUR LADY POMPEI
 PATAPSCO ELEM
 PATTERSON HIGH
 PIMLICO MIDDLE SCH
 POLYTECH SENIOR HIGH
 PRINCIPAL OFFICE
 PSALMIST CHRISTN SCHL
 RAYNER BROWN ELEM
 RECREATION CENTER
 ROBERT COLEMAN SCHL
 ROBERT POOLE MID SCH
 ROGNELE HEIGHTS ELEM
 ROLAND ELEMSCHOOL
 ROLAND PARK COUNTRY
 ROSEMONT ELEMENTARY
 S EAST MIDDLE SCHL
 SACRED HEART-MARY
 SAINT ANTHONY SCH
 SAINT DOMINIC'S SCH
 SAINT ELIZABETH SCH

SCHOOL	507 W PRESTON ST	SAMUEL COOLERIDGE EL
SCHOOL	424 S PULASKI ST	SAMUEL MORSE ELEM
SCHOOL	3434 OLD FREDRICK RD	SARAH ROACH ELEM
SCHOOL	900 WOODBOURNE AVE	SCHOOL CHINQUAPIN
SCHOOL	712 CATHEDRAL ST	SCHOOL FOR THE ARTS
SCHOOL	1201 S CATON AVE	SETON KEOUGH HIGH
SCHOOL	150 WEST ST	SHARP LEADENHALL
SCHOOL	2800 BRENDAN AVE	SHRINE LITTLE FLOWER
SCHOOL	5800 SMITH AVE	SHRINE SACRED HEART
SCHOOL	3880 SINCLAIR LN	SINCLAIR LN ELEM
SCHOOL	200 FONT HILL AVE	SOUTH WESTERN HIGH
SCHOOL	1100 COVINGTON ST	SOUTHERN HIGH SCHOOL
SCHOOL	501 E CHASE ST	ST FRANC CHARLES HALL
SCHOOL	410 JEFFREY ST	ST ROSE LIMA
SCHOOL	30 S GILMOR ST	STUART HILL ELEM
SCHOOL	600 N PATTERSON PK AV	TENCH TILGHMAN SCH
SCHOOL	601 N CENTRAL AVE	THOMAS HAYES ELEM
SCHOOL	605 DRYDEN DR	THOMAS JEFFERSON ELE
SCHOOL	100 E HEATH ST	THOMAS JOHNSON ELEM
SCHOOL	5001 SINCLAIR LN	THURGOOD MARSHALL MIDD
SCHOOL	1420 N CHARLES ST	UNIVERSI BALTIMORE
SCHOOL	811 W LANVALE ST	UPTON SCHOOL
SCHOOL	701 E 34TH ST	VENABLE HIGH SCHOOL
SCHOOL	1207 PINE HTS AVE	VIOLET ELEM SCH
SCHOOL	2000 EDGEWOOD ST	WALBROOK SR HIGH
SCHOOL	820 E 43RD ST	WALTER CARTER SCHL
SCHOOL	1801 SULGRAVE AVE	WASHINGT WASHELEMSCH
SCHOOL	3400 ELLERSLIE AVE	WAVERLY ELEM SCH
SCHOOL	201 N BEND RD	WEST BALTO MIDDLE
SCHOOL	524 N CHARLES ST APT 1800	WESTMINSTER HOUSE
SCHOOL	4600 FALLS RD	WESTERN HIGH SCHOOL
SCHOOL	2401 NEVADA ST	WESTPORT ELEMENTARY
SCHOOL	2235 N FULTON AVE	WESTSIDE ELEM SCHOOL
SCHOOL	2001 N WARWICK AVE	WILLIAM BAER SCHOOL
SCHOOL	200 N LAKEWOOD AVE	WILLIAM PACA ELE SCH
SCHOOL	1200 N FREMONT AVE	WILLIAM PINDER ELEM
SCHOOL	600 COOKS LN	WILLIAM YORK SCHOOL
SCHOOL	4001 ALTO RD	WINDSOR HILLS ELEM
SCHOOL	1101 WINSTON AVE	WINSTON MIDDLE SCH
SCHOOL	5003 SINCLAIR LN	WOODBURN SCHOOL
SCHOOL	7300 MOYER AVE	WOODHOLM ELE SCHOOL
SCHOOL	5931 YORKWOOD RD	YORKWOOD ELEM SCH
POLICE	601 E. FAYETTE ST.	POLICE HEADQUARTERS
POLICE	501 E. FAYETTE ST.	CENTRAL DISTRICT POLICE
GOVERNMENT	417 E. FAYETTE ST.	HOUSING/TRANSPORTATION
GOVERNMENT	210 GUILFORD AVE.	HEALTH DEPT
WAXTER SENIOR CENTER	1000 CATHEDRAL STREET	
HOOPER ADC	2601A EAST BALTIMORE STREET	
HATTON SENIOR CENTER	2825 FAIT AVENUE, BALTIMORE	
OLIVER SENIOR CENTER		
SANDTOWN-WINCHESTER		
SCHOOL	200 E. NORTH AVE	
		OLD ADDRESS: 1401 EAST FEDERAL STREET
		NEW ADDRESS: 1700 NORTH GAY STREET
		OLD ADDRESS: 1114 NORTH MOUNT STREET
		NEW ADDRESS: 1601 BAKER STREET
		SCHOOL HEADQUARTERS

**APPENDIX D
RATE CARD**

EDITOR'S NOTE

Appendix D in this Ordinance is not reproduced here. It may be viewed in a copy of the Ordinance itself.

**APPENDIX E
FORM OF LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

To: City of Baltimore

[insert address]

Attention: *[insert title]*

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the _____ UP TO AN
AGGREGATE AMOUNT OF _____ United States Dollars (\$_____) for account of
_____ (the "Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____

and shall be in the form attached hereto as Exhibit A and shall be accompanied by one of the following documents executed by the City *[insert title]*, an individual designated as acting *[insert title]*, or the Assistant *[insert title]*:

(a) A written statement on the form attached hereto as Exhibit B stating that, conditioned upon proper notice to the City *[insert title]*, Letter of Credit No. _____ will expire within ____ days or less and that the Customer has failed to deliver to the City *[insert title]* evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit C stating that Customer has failed to perform its obligations under the Franchise Agreement dated _____ by and between the City of Baltimore and *[name of Comcast entity]* ("Agreement"), has failed to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to the Agreement or Applicable Law (as defined in the Agreement), and/or has materially breached the Agreement and the Agreement is terminated for cause; or

(c) A written statement on the form attached hereto as Exhibit D stating that Customer has failed to make any payment required to be made to City pursuant to the Agreement within the time fixed in the Agreement, has failed to pay to the City any Liability payable to the City and relating to the System that is due and unpaid, has failed to

pay to the City any costs, losses, damages, claims or expenditures which the City has been compelled to pay or incur by reason of any act or default of the Franchisee, and/or has failed to comply with any provision of the Agreement which City determines can be remedied by an expenditure of an amount in the Security Fund. All terms used herein have the meaning set forth in the Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" (THE "UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City of Baltimore in enforcing the terms hereof.

4. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall notify the City *[insert title]* by certified mail, return receipt requested, at least thirty-five (35) days and not more than ninety (90) days prior to said expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

7. This Letter of Credit is irrevocable.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT A TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT B TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____ in the amount of \$_____ will expire within ___ days or less and that _____ has failed to deliver to the City *[insert title]* evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

City *[insert title]*

EXHIBIT C TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Customer has failed to perform its obligations under the Franchise Agreement dated _____ by and between the City of Baltimore and _____ ("Agreement"), has failed to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to the Agreement or Applicable Law (as defined in the Agreement), or has materially breached the Agreement and the Agreement is terminated for cause.

Very truly yours,

City *[insert title]*

EXHIBIT D TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Customer has failed to make any payment required to be made to City pursuant to the Franchise Agreement dated _____ by and between the City of Baltimore and _____ (“Agreement”) within the time fixed in the Agreement, has failed to pay to the City any Liability payable to the City and relating to the System that is due and unpaid, has failed to pay to the City any costs, losses, damages, claims or expenditures which the City has been compelled to pay or incur by reason of any act or default of the Franchisee, and/or has failed to comply with any provision of the Agreement which City determines can be remedied by an expenditure of an amount in the Security Fund. All terms used herein have the meaning set forth in the Agreement.

Very truly yours,

City *[insert title]*

**APPENDIX F
OWNERSHIP INTERESTS**

EDITOR’S NOTE

Appendix F in this Ordinance is not reproduced here. It may be viewed in a copy of the Ordinance itself.

Approved December 6, 2009

MARTIN O’MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-886
(Council Bill 04-1507)**

AN ORDINANCE CONCERNING

**Acquisition of Property — Perpetual Easements for Municipal
Utilities and Services for the Key Highway East Project
(Locust Point Industrial Road)**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to acquire, by purchase or condemnation, the fee simple or other interests in certain properties located along Key Highway East between Lawrence Street and Armour Street, and needed for the Key Highway East Project (Locust Point Industrial Road), as

shown on plats numbered R.W. 20-36112 through R.W. 20-36115 and 348-A-33 in the Office of the Department of Public Works; and providing for a special effective date.

BY authority of
Article I - General Provisions
Section 4
and
Article II - General Powers
Sections 2 and 45
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That it is necessary to acquire, for the Key Highway East Project (Locust Point Industrial Road) purposes, the fee simple or other interests that the Director of Public Works considers needed or sufficient in the land and improvements located along Key Highway East between Lawrence Street and Armour Street, and more particularly described as follows:

1. Perpetual Easement through the property of Lynco, Inc., as shown on a plat numbered R.W. 20-36112 and dated April 2, 2004.
2. Perpetual Easement through the property of Key Tidewater Ventures LLC, as shown on a plat numbered R.W. 20-36113 and dated April 2, 2004.
3. Perpetual Easement through the property of 1022 KHE, LLC, as shown on a plat numbered R.W.20-36114 and dated April 2, 2004.
4. Perpetual Easement through the property of AHI, INC., as shown on a plat numbered R.W.20-36115 and dated April 2, 2004,
5. Parcel of land to be acquired by the Mayor and City Council of Baltimore from Domino Sugar Corporation for the extension of Key Highway East, as shown on a plat numbered 348-A-33 and dated February 22, 2001.

including all property, rights, interests, easements and/or franchises necessary for the Public Utility Perpetual Easements and the construction and maintenance of the Key Highway East Project (Locust Point Industrial Road) and/or other municipal utilities and services in the Public Utility Perpetual Easements, the location and course of the Public Utility Perpetual Easements being shown on plats numbered R.W. 20-36112 through R.W. 20-36115 and 348-A-33 prepared by the Survey Control Section and filed in the Office of the Director of the Department of Public Works.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Department of Real Estate, or any other person or agency that the Board of Estimates designates, may negotiate and acquire on behalf of the Mayor and City Council of Baltimore the fee simple or other interests in the land and improvements described in this Ordinance as needed or sufficient for the purposes described in this Ordinance. If the Department of Real Estate, or the person or agency otherwise designated by the Board of Estimates, is unable to agree with the owner on the purchase price for the property, it shall promptly notify the City Solicitor, who shall institute the necessary legal proceedings to acquire by condemnation the fee simple or other interests needed or sufficient for the purposes described in this Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That proceedings for the acquisition by condemnation of the property described in this Ordinance and all rights of all parties interested or affected shall be in accordance with Title 12 of the Real Property Article of the Maryland Code.

SECTION 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-887
(Council Bill 04-1523)**

AN ORDINANCE CONCERNING

Renewal — Uplands

FOR the purpose of establishing the Uplands Renewal Area; approving a Renewal Plan for the Uplands Renewal Area; authorizing the acquisition by purchase or by condemnation of certain properties for renewal purposes; creating disposition lots; establishing permitted land uses; establishing certain requirements for land acquired; establishing general regulations, controls, and restrictions; establishing standards for review development or rehabilitation plans; establishing procedures for amending the Plan; providing for the term of the Plan; approving certain attachments and exhibits to the Plan; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

BY authority of

Article 13 - Housing and Urban Renewal
Section 2-6
Baltimore City Code
(Edition 2000)

Recitals

The basic goals for the Uplands Renewal Plan are:

- a. To establish a positive and identifiable image for the Uplands Area.
- b. To provide a modern, urban housing product for diverse economic groups.
- c. To frame the Uplands Park edge with house-like condominiums.
- d. To locate new housing that reflects the character of nearby housing.
- e. To provide areas of predominantly single-family houses and freestanding duplexes.

- f. To bring about a general physical improvement in the area by coordinated public improvements such as:
 - (1) street and utility improvements;
 - (2) the creation of internal parks to supplement the natural asset of Uplands Park;
 - (3) the creation of a neighborhood gateway at Edmondson Avenue, including the “crab site”;
 - (4) the transformation of Old Frederick Road into a neighborhood street;
 - (5) the shifting of through traffic to North Athol Avenue.
- g. To eliminate blight and deterioration by establishing regulations and through clearance and redevelopment.
- h. To propose district changes to the Zoning Code of Baltimore City that are appropriate to the Land Use Plan.
- i. To establish a plan review process to insure reasonable standards and controls for neighborhood design and development that will result in sound design compatible with surrounding, existing land uses and these Plan objectives.

Under Article 13 of the Baltimore City Code, the Department of Housing and Community Development is authorized to prepare and administer renewal plans in renewal areas. The area known as Uplands would benefit by the exercise of the functions and powers vested in the Department of Housing and Community Development.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Renewal Plan for the Uplands Renewal Area is adopted to read as follows:

Renewal Plan Uplands

A. Project Description

1. Boundary Description

~~Beginning at the intersection of the northwest side of Uplands Parkway and the northeast side of Edmondson Avenue thence binding on said line on Edmondson Avenue easterly to intersect the southwest intersection of Edmondson Avenue and Athol Avenue; thence binding on said centerline of Athol Avenue to the intersection of Athol Road and the northwest corner of Old Frederick Road; thence binding on the southwest side of Old Frederick Road northwesterly to the southern intersection of Manordene Road and Old Frederick Road; thence binding northwesterly with the southwest intersection of Lawnpark and Manordene Road; thence binding southeasterly on said line with the southwest intersection of Lawnpark and Uplands Parkway; thence binding northwesterly on the said line of Uplands Parkway to the northwest intersection of Uplands Parkway and Edmondson Ave.~~

Beginning at a point at the northeast corner of Edmondson Avenue, 150 feet wide, and Winans Way, 80 feet wide; thence binding on the north side of Edmondson Avenue, easterly to a point opposite the west side of Athol Avenue; thence, crossing Edmondson Avenue southerly and along the west side of Athol Avenue to the north side of Old Frederick Road, 60 feet wide; thence binding on the northeast side of Old

Frederick Road northwesterly to a point opposite the southern boundary of lot 4 of block 8030-F; thence, southwesterly and crossing Old Frederick Road and binding on the southern boundary of lot 4, block 8030-F; thence, northwesterly, southwesterly, northwesterly and along the boundary of lot 4, block 8030-F to the south side of Glen Allen Drive, 60 feet wide; thence, northwesterly and across Glen Allen Drive and binding on Western boundary lines of lots 1B and 2 of block 8030-F; thence running north and across Edmondson Avenue to the beginning point.

2. Objectives and Reasons for the Various Provisions of this Plan

- a. To establish a positive and identifiable image for the Uplands Area.
- b. To provide a modern, urban housing product for diverse economic groups.
- c. To frame the Uplands Park edge with house-like condominiums.
- d. To locate new housing that reflects the character of nearby housing.
- e. To provide areas of predominantly single-family houses and freestanding duplexes.
- f. To bring about a general physical improvement in the area by coordinated public improvements such as:
 - (1) street and utility improvements;
 - (2) the creation of internal parks to supplement the natural asset of Uplands Park;
 - (3) the creation of a neighborhood gateway at Edmondson Avenue, including the “crab site”;
 - (4) the transformation of Old Frederick Road into a neighborhood street;
 - (5) the shifting of through traffic to North Athol Avenue.
- g. To eliminate blight and deterioration by establishing regulations and through clearance and redevelopment.
- h. To propose district changes to the Zoning Code of Baltimore City that are appropriate to the Land Use Plan.
- i. To establish a plan review process to insure reasonable standards and controls for neighborhood design and development that will result in sound design compatible with surrounding, existing land uses and these Plan objectives.

B. Land Use Plan

Only the use categories shown on the Land Use Plan, Exhibit 1, shall be permitted within the project area. These are Residential, Mixed, and Public. Accessory uses including landscaping, off-street parking and loading will be permitted.

1. Residential

Residential uses shall be those permitted under the R-6 category as set forth by the Zoning Code of Baltimore City. The Zoning Districts map, Exhibit 4, indicates the applicable zoning districts.

2. Mixed

In the area designated as Mixed on the Land Use Plan, uses shall be limited to those uses permitted under the B-2 category of the Zoning Code of Baltimore City except for apartment hotels, blood donor centers, carry out food shops, and check cashing agencies.

3. Public Park

In the area designated Public Park on the Land Use Plan, uses shall be limited to parks, playgrounds, plazas, and malls, active and passive recreation, ~~schools and related educational facilities, and neighborhood centers, public offices, libraries, fire houses, parking, and other public facilities.~~

4. Schools

In the area designated Public Schools on the Land Use Plan, uses shall be limited to schools and related educational facilities, public offices, libraries, parking, and other public facilities.

4 5. Nonconforming

A nonconforming use is any lawfully existing use of a building or other structure or of land that does not conform to the applicable use regulations of the district in which it is located, according to the Zoning Code of Baltimore City. Nonconforming uses shall be permitted to continue subject to the provisions of Title 13, titled "Nonconformance".

5 6. Noncomplying

A noncomplying structure, as set forth in Title 13 of the Zoning Code, is any lawfully existing structure that does not comply with the bulk regulations of the zoning district in which it is located. These noncomplying structures shall be permitted to continue subject to the provisions of Title 13.

In addition, a noncomplying use, when such term is used, is any lawfully existing use of a building or other structure or of land, which does not comply with the land use regulations of this Plan. These noncomplying uses shall be permitted to continue for an indefinite period of time, except that:

- (1) any noncomplying land use that is discontinued for a period exceeding 12 months shall not be reestablished.
- (2) no change, in the permanent physical members of a structure, such as bearing walls, columns, beams, or girders, or no substantial change in the roof or in the exterior walls shall be made in or to a building or structure except those required by law or except to make the building and use of it conform to the regulations of this Plan; and
- (3) no noncomplying land use shall be changed to any other noncomplying land use.

C. Techniques Used to Achieve Plan Objectives

1. Acquisition

a. Purposes for Acquiring Properties within the Project Area

Properties designated for acquisition on the Property Acquisition map, Exhibit 2, will be acquired either for clearance and redevelopment, for rehabilitation, or for public facilities in accordance with the Uplands Master Plan as approved by the Planning Commission on September 9, 2004.

b. Conditions Under Which Properties Not Designated for Acquisition May be Acquired

(1) Non-Salvable and Noncompliance with provisions

It may be necessary to acquire by purchase or by condemnation for renewal purposes the fee simple interest or any lesser interest in and to such remaining properties or portions of them in Uplands not specifically designated for acquisition on the Property Acquisition map, Exhibit 2, as may deemed necessary and proper by the Commissioner of the Department of Housing and Community Development to effect the proper implementation of the project. This may include:

- (a) any property in the project area containing a non-salvable structure. i.e., a structure that in the opinion of the Commissioner of the Department of Housing and Community Development cannot be economically rehabilitated.
- (b) any property the owner of which is unable or unwilling to comply or conform to the codes and ordinances of Baltimore City within 12 months from the date of written notice of the required improvements. The Department of Housing and Community Development, after due consideration that the property owner has failed to achieve substantial conformity with the codes and ordinances of Baltimore City, may acquire such property pursuant to the Eminent Domain Law of this State as if the property had originally been planned for acquisition after 90 days written notice to the owner. The Department of Housing and Community Development preserves the right to acquire any such non-complying property for a period of 2 years from the date of the written 90 days notice by the Department of Housing and Community Development.

(2) Rehabilitation by the Department of Housing and Community Development or others

It may be necessary to acquire by purchase or condemnation the fee simple interest, or any lesser interest in and to such of the remaining properties not specifically designated for acquisition on the Property Acquisition map in order to carry out rehabilitation by the Department of Housing and Community Development or for resale.

These properties are being acquired because:

- (a) it is necessary to make residential structures available for use for low- and moderate-income families; or
- (b) rehabilitation on a structure-by-structure basis is infeasible, and assemblage of a group of properties is required to carry out the objectives set forth in this Plan.

c. Actions to be followed by the Department of Housing and Community Development Upon Acquisition of Properties

Upon the acquisition of such properties, the Department of Housing and Community Development will either:

- (1) demolish the structure or structures thereon and dispose of the land for redevelopment uses in accordance with this Plan; or
- (2) sell or lease the property subject to rehabilitation in conformance with the codes and ordinances of Baltimore City and the Property Rehabilitation Standards set forth in this Plan; or
- (3) rehabilitate the property in conformance with the codes and ordinances of Baltimore City and the Property Rehabilitation Standards set forth in this Plan and dispose of property in accordance with applicable regulations. If sale cannot be consummated by the time rehabilitation is accomplished, property may be rented pending continuing sale efforts.

2. Relocation

- a. The Department of Housing and Community Development assures that before individuals or families are displaced from their dwelling units due to the requirements of this Plan, standard housing within the displacees' financial means shall be provided. Residents living within the project area, if displaced through the requirements of this Plan, shall be given a priority by the Department of Housing and Community Development to any housing within the project area over which the Department has direct control.
- b. The Department of Housing and Community Development assures that before firms or individual businesses are displaced from their present location of operation due to the requirements of this Plan, standard commercial structures within the displacees' financial means, in or near the project area, shall be identified. Businesses displaced because of the requirements of this Plan shall be given favorable consideration, but not necessarily priority, by the Department of Housing and Community Development in the review of commercial redevelopment proposals.

3. Demolition

All applications for demolition permits shall be submitted to the Department of Housing and Community Development for review and approval. Upon finding that the proposed demolition is consistent with the objectives of the Renewal Plan, the Commissioner of the Department of Housing and Community Development shall authorize the issuance of the necessary permit. If the Commissioner finds that the proposal is inconsistent with the objectives of the Renewal Plan and therefore denies the issuance of the permit, the Commissioner shall, within 90 days of such denial, seek approval of the Board of Estimates to acquire for and on behalf of the Mayor and City Council of Baltimore the property, in whole or in part on which the demolition was to have occurred, by purchase, lease, condemnation, gift or other legal means for the renovation, rehabilitation, and disposition thereof. In the event that the Board of Estimates does not authorize the acquisition, the Commissioner shall, without delay, issue the demolition permit.

4. Review of Development

a. Department of Housing and Community Development Review

The Department of Housing and Community Development specifically reserves the right to review and approve the Developer's plans and specifications for development or rehabilitation with respect

to their conformance with the provisions of the Renewal Plan and in order to achieve harmonious development of the project area. Such review and approval shall take into consideration, but shall not be limited to, the suitability of the site plan, architectural treatment, building plans, elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, streets, sidewalks and the harmony of the plans with the surroundings.

The Department of Housing and Community Development will fully utilize the Design Advisory Panel and the Site Plan Review Committee to work with Developers in the achievement of high quality site, building, and landscape design.

b. Review of Plans for New Construction, Exterior Rehabilitation, or Change in Use

All plans for new construction (including parking lots), rehabilitation, or change in use of any property not to be acquired under the provisions of this Plan shall be submitted to the Department of Housing and Community Development for review. The plans will then be forwarded to the Department of Planning for review as to compliance with ~~this~~ the Uplands Master Plan. Only upon finding that the proposed plans are consistent with the objectives and requirements of the ~~Renewal Uplands Master~~ Uplands Master Plan shall the Commissioner of the Department of Housing and Community Development authorize the processing of the plans for issuance of a building permit. The provisions of this section are in addition to and not in lieu of all other applicable laws and ordinances relating to new construction.

c. Community Review

The Commissioner of the Department of Housing and Community Development may submit to the Southwest Development Committee, or its successor or its assignee, for its review and comment, the plans for development or rehabilitation on any property not to be acquired. The Southwest Development Committee, or its successor or assignee, shall advise the Department of Housing and Community Development of its recommendations regarding the acceptability and/or priority of all plans and proposals. The written comments shall be transmitted to the Department no later than 4 weeks after the proposals and/or plans have been submitted to the Southwest Development Committee, or its successor or its assignee; otherwise, it is presumed that the proposals and/or plans are acceptable. The Commissioner of the Department of Housing and Community Development retains the final authority to approve or disapprove all plans and to grant or withhold development priorities, disposing of redevelopment land through procedures established by the Department of Housing and Community Development.

5. Zoning

All appropriate provisions of the Zoning Code of Baltimore City shall apply to properties in the Uplands Renewal Area. Any change in the Zoning Code embodied in this Renewal Plan and designated on Exhibit 4, Zoning Districts, shall be approved by ordinance in accordance with the procedural requirements of the Zoning Code of Baltimore City and Article 66B of the Maryland Code and the Uplands Master Plan as approved by the Planning Commission on September 9, 2004.

D. Duration of Provisions and Requirements

The Uplands Renewal Plan, as it may be amended from time to time, shall be in effect for a period of 40 years from the date the Plan is last amended by the Mayor and City Council of Baltimore.

E. Procedures for Changes in Approved Plan

The Department of Housing and Community Development shall submit to the Southwest Development Committee, or its successor, for review and comment, all proposed amendments to the renewal plan no later than at the time the proposed amendments are submitted to the Director of the Department of Planning. The written comments and recommendations from this review shall be submitted to the Department of Housing and Community Development no later than 4 weeks after they have been submitted to the Southwest Development Committee, or its successor; otherwise, it is presumed the proposed changes are satisfactory. Prior to passage of any ordinance amending the renewal plan, a public hearing shall be held. The Southwest Development Committee, or its successor, shall receive, at least 10 days prior to such hearing, written notice of the time and place of the hearing. With respect to any land in the project area previously disposed of by the City for use in accordance with the renewal plan, the then owner of such land, whose interests therein are materially affected by such changes, shall receive at least 10 days prior to such hearing written notice of the time and place of the hearing and information as to where a copy of the proposed amendments may be inspected.

F. Violations

~~Any person that violates any of the provisions of this Ordinance will be subject to a fine not exceeding \$100; and each day's violation constitutes a separate offense.~~

G E. Separability

In the event it be judicially determined that any word, phrase, clause, sentence, paragraph, section or part in or of this Plan or the application of it to any person or circumstances is invalid, the remaining provisions and the application of such provisions to other persons or circumstances shall not be affected thereby, it being hereby declared that the remaining provisions of this Plan without the word, phrase, clause, sentence, paragraph, section or part, or the application thereof, so held invalid, would have been adopted and approved.

Appendix A

Properties for Acquisition and Disposition for Clearance and Redevelopment

1. 522 Swann Avenue (Block 8030G, Lot 001)
2. 524 Swann Avenue (Block 8030G, Lot 002)
3. 526 Swann Avenue (Block 8030G, Lot 003)
4. 528 Swann Avenue (Block 8030G, Lot 004)
5. 530 Swann Avenue (Block 8030G, Lot 005)
6. 4600 Old Frederick Road (Block 8030G, Lot 015)
7. 4602 Old Frederick Road (Block 8030G, Lot 014)
8. 4605 Edmondson Avenue (Block 8030G, Lot 008)
9. 4607 Edmondson Avenue (Block 8030G, Lot 009)
10. 4609 Edmondson Avenue (Block 8030G, Lot 010)
11. 4611 Edmondson Avenue (Block 8030G, Lot 011)
12. 4613 Edmondson Avenue (Block 8030G, Lot 012)
13. 4617 Edmondson Avenue (Block 8030G, Lot 013)
14. 4625 Edmondson Avenue (Block 8030F, Lot 001C)

Appendix BUplands – Design Guidelines

The following general guidelines apply to the entire Uplands site, except where indicated.

A. Block standards

A variety of lot sizes and widths should be provided in each block to facilitate housing diversity and meet the projected requirements of people with different housing needs.

B. Lot standards, generally1. Front-yard setback

a. Along Edmondson Avenue the setback is 20'. If public open space is provided, however, between the street and private property, the setback on private property may be reduced to 10'.

b. In all other cases, the setback is 10'.

2. Rear-yard setback

The setback is 15' for primary buildings and 7' for outbuildings.

3. Side-yard setback

There is no specific setback requirement. Zero-lot-line placement of structures is allowed, provided that a minimum separation of 10' between buildings is maintained.

4. Curved property lines

Where curved property lines and associated building setbacks occur, building walls may meet the line either by directly following the curve profile or by following the line of one or more chord segments within the curve. An exception: at the circle gateway on the corner of Old Frederick and North Athol, setbacks and building walls must be concentric to the circle.

C. Circulation requirements1. Pedestrian circulation

Convenient pedestrian circulation systems that minimize pedestrian/motor vehicle conflicts must be provided continuously throughout the development. All streets, except for alleyways, must have sidewalks on both sides (except those streets whose opposite side is not within the project area. This excludes the south side of Old Frederick, where the sidewalks and street lights should be rebuilt to match the Uplands redevelopment).

a. Sidewalks in residential areas: A private sidewalk at least 5' wide must connect all dwelling entrances to the adjacent public sidewalk.

b. Sidewalks on Old Frederick and Edmondson Avenues: Clear and well-lit walkways must connect building entrances to the adjacent public sidewalk and to associated parking areas. Such walkways must be at least 6' wide.

2. Public transit access

Where public transit service is available or planned, convenient access to transit stops must be provided. Where transit shelters are provided, they must be placed in highly visible locations that promote security through surveillance, and they must be well-lit.

3. Vehicular circulation

- a. Wherever possible, the existing system street layout must be preserved. If alterations in the existing street pattern are warranted, the end effect shall still be a grid pattern.
- b. Curb cuts on public streets must be kept to a minimum. Residential lots that back up to alleys will not be allowed a curb cut on the public street; a curb cut to a parking area that serves single and multifamily dwelling units on residential streets may be permitted.
- c. Clear vision triangles at all driveway and roadway intersections must be maintained in accordance with the Zoning Code.

D. Street standards

1. All streets on existing rights-of-way must remain public.
2. No new street right-of-way may be less than 40' wide. No new alley right-of-way may be less than 16' wide.
3. All streets must be designed to allow parking on both sides, except for one-way streets adjacent to new parks. One-way street sections divided by wide boulevards or open spaces are allowed to provide parking on only one side of the street.
4. The orientation of streets should embrace the visual impact of common open spaces and prominent buildings and allow for lots that facilitate environmentally friendly designs.
5. Parallel parking lanes must be distinguished from travel lanes by a different pavement type, texture, color, or pattern.
6. Crosswalks must be distinguished from travel lanes by a different pavement type, texture, color, or pattern.
7. Curbs and gutters must be provided on all streets.

Building Types

Rowhouse (Unit size – 1,000 square feet to 1,500 square feet, 2 to 3 bedrooms)

- Porches and stoops create a transition between inside and outside, and between public and private space.
- Units are oriented to the sidewalk and help define street edges.
- Variation in roof forms creates visual interest and gives units a human scale. Hipped, gable, and shed roofs are encouraged to maintain a residential neighborhood feel.

- Special architectural details, such as cornices, dentils, roof vents, and wood trim around windows, give individual identity to each unit.
- Separate entrances are prominent, well lit, and express distinct units.
- Operable double-hung windows provide natural ventilation.
- A raised first floor gives residents privacy.
- Landscaping can help keep the units cool in the summer and can be an attractive addition to the site.
- A variety of exterior materials, such as wood siding and brick, give the building texture and a sense of scale and individuality.
- Setbacks give residents privacy and create room for grassy areas and planting.
- Projecting bays, balconies, and corners give rhythm to the street.
- Windows are placed to increase “eyes on the street” for a safer neighborhood.
- Parking needs are accommodated by on-street parking reserved for neighborhood residents or backyard garages reached by alleyways.

Duplex (Unit size – 1,500 square feet, 3 bedrooms)

- Porches and stoops create a transition between inside and outside, and between public and private space.
- Building is oriented to the sidewalk and helps define street edges.
- Planting strip provides shade and forms a buffer between vehicular and pedestrian realms.
- Variation in roof forms creates visual interest and gives units a human scale. Hipped, gable, and shed roofs are encouraged to maintain a residential neighborhood expression.
- Special architectural details, such as cornices, dentils, roof vents, and wood trim around windows, give individual identity to each unit.
- Entrances are prominent, well lit, and express distinct units while permitting the building to have a unified massing.
- Driveway widths are minimized to maintain sidewalk continuity.
- Operable double-hung windows provide natural ventilation.
- A raised first floor gives residents privacy.
- Landscaping can help keep the units cool in the summer and can be an attractive addition to the site.
- A variety of exterior materials, such as wood siding and brick, give the building texture and a sense of scale and individuality.
- Setbacks give residents privacy and create room for grassy areas and planting.

- Projecting bays and corners give rhythm to the street.
- Windows are placed to increase “eyes on the street” for a safer neighborhood.
- Garages should be de-emphasized and set back from the front face of the house.

Single-Family House (Unit size – 1,000 square feet to 2,600 square feet, 2 to 5 bedrooms)

- Porches and stoops create a transition between inside and outside, and between public and private space.
- House is oriented to the sidewalk and helps define street edges.
- Planting strip provides shade and forms a buffer between vehicular and pedestrian realms.
- Variation in roof forms creates visual interest and gives units a human scale. Hipped, gable, and shed roofs are encouraged to maintain a residential neighborhood feel.
- Special architectural details, such as cornices, dentils, roof vents, and wood trim around windows, give individual identity to each unit.
- Entrances are prominent, well lit.
- Driveway widths are minimized to maintain sidewalk continuity.
- Operable double-hung windows provide natural ventilation.
- A raised first floor gives residents privacy.
- Landscaping can help keep the units cool in the summer and can be an attractive addition to the site.
- A variety of exterior materials, such as wood siding and brick, give the building texture and a sense of scale and individuality.
- Setbacks give residents privacy and create room for grassy areas and planting.
- Projecting bays and corners give rhythm to the street and add amenity to the units.
- Windows are placed to increase “eyes on the street” for a safer neighborhood.
- Garages should be de-emphasized and set back from the front face of the house.

Mansionette (Unit size - 750 square feet to 1,000 square feet, 1 to 2 bedrooms)

- Porches and stoops create a transition between inside and outside, and between public and private space.
- Building is oriented to the sidewalk and helps define street edges.
- Variation in roof forms creates visual interest and gives the building a human scale. Hipped, gable, and shed roofs are encouraged to maintain a residential neighborhood feel.
- Special architectural details, such as cornices, dentils, roof vents, and wood trim around windows, give individual identities to each mansion.

- The main entrance is prominent and well lit.
- Operable double-hung windows provide natural ventilation.
- A raised first floor gives privacy to residents.
- Landscaping can help keep the units cool in the summer and can be an attractive addition to the site.
- A variety of exterior materials, such as wood siding and brick, can give the building texture and a sense of scale and individuality.
- Setbacks give residents privacy and create room for grassy areas and planting.
- Projecting bays, balconies, and corners give rhythm to the street.
- Windows are placed to increase “eyes on the street” for a safer neighborhood.
- Driveway widths are minimized to maintain sidewalk continuity.
- Building should be designed to look like a large single-family house.
- Garages should be de-emphasized and set back from the front face of the house.

Mansion (Unit size – 750 square feet to 1,350 square feet, 1 to 3 bedrooms)

- Porches and stoops create a transition between inside and outside, and between public and private space.
- Building is oriented to the sidewalk and helps define street edges.
- Planting strip provides shade and forms a buffer between vehicular and pedestrian realms.
- Variation in roof forms creates visual interest and gives the building a human scale. Hipped, gable, and shed roofs are encouraged to maintain a residential neighborhood feel.
- Special architectural details, such as cornices, dentils, roof vents, and wood trim around windows, give individual identity to each mansion.
- The main entrance is prominent and well lit. Additional entrances should be de-emphasized to maintain mansion appearance, but should be clearly marked and accessible.
- Operable double-hung windows provide natural ventilation.
- A raised first floor gives privacy to residents.
- Landscaping can help keep the units cool in the summer and can be an attractive addition to the site.
- A variety of exterior materials, such as wood siding and brick, can give the building texture and a sense of scale and individuality.
- Setbacks give residents privacy and create room for grassy areas and planting.
- Projecting bays, balconies, and corners give rhythm to the street.

- Windows are placed to increase “eyes on the street” for a safer neighborhood.
- Building should be designed to look like a large single-family house.
- Parking needs are accommodated at garages on both sides of the building. Garages should be de-emphasized and set back from the front face of the house.
- Driveway widths are minimized to maintain sidewalk continuity.
- A “wing” of the building can be removed to create a five-unit mansion for street corners.

Multifamily (Unit size - 500 square feet to 1,300 square feet)

The multifamily buildings along Edmondson Avenue will have ground floor units directly accessible from the street. The buildings should incorporate these features:

- Porches and stoops on ground-floor units create a transition between inside and outside, and between public and private space.
- Building is oriented to the sidewalk and helps define street edges.
- Planting strip provides shade and forms a buffer between vehicular and pedestrian realms.
- Variation in roof forms creates visual interest and gives the building a human scale. Flat roofs with cornices are encouraged to create strong edges at the Swann Boulevard gateway and along Edmondson Avenue.
- Special architectural details, such as cornices, dentils, roof vents, and wood trim around windows, give scale and rhythm to each building.
- The main entrances to upper-story units and individual ground floor units are prominent and well lit.
- Operable double-hung windows provide natural ventilation.
- A raised first floor gives ground-floor residents privacy.
- Landscaped edges and courtyards can help keep the building cool in the summer and can be an attractive addition to the site.
- A variety of exterior materials, such as wood siding and brick, can give the building texture and a sense of scale and individuality.
- Setbacks give residents privacy and create room for decorative fencing, grassy areas and planting.
- Projecting bays, balconies, and corners give rhythm to the street. Corners should be emphasized with vertical massing or other prominent architectural features.
- Windows are placed to increase “eyes on the street” for a safer neighborhood.
- Parking needs are accommodated by on-street parking reserved for neighborhood residents or in underground garages.

- Ground-floor retail or office uses can be incorporated to create street activity at corners. Outdoor dining, public seating, landscaping and lighting should be provided to encourage street activity.

SECTION 2. AND BE IT FURTHER ORDAINED, That the Renewal Plan for Uplands, identified as “Renewal Plan, Uplands, dated September 13, 2004”, is approved. The Department of Planning shall file a copy of the Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

SECTION 3. AND BE IT FURTHER ORDAINED, That if the Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the Renewal Plan approved by this Ordinance is exempted from them.

SECTION 4. AND BE IT FURTHER ORDAINED, That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 5. AND BE IT FURTHER ORDAINED, That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety, the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

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

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-888
(Council Bill 04-1532)**

AN ORDINANCE CONCERNING

Oldtown Mall Local Historic District

FOR the purpose of designating the area located within certain boundaries as the Oldtown Mall Local Historic District.

BY adding

Article 6 - Historical and Architectural Preservation
Section(s) 7-29
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 6. Historical and Architectural Preservation

Subtitle 7. Preservation Districts

§ 7-29. OLDTOWN MALL LOCAL HISTORIC DISTRICT.

THE AREA LOCATED WITHIN THE FOLLOWING BOUNDARIES IS DECLARED TO BE THE OLDTOWN MALL LOCAL HISTORIC DISTRICT.

BEGINNING FOR THE SAME AT THE POINT FORMED BY THE INTERSECTION OF THE CENTERLINE OF MONUMENT STREET AND THE CENTERLINE OF AISQUITH STREET, AND RUNNING THENCE BINDING ON THE CENTERLINE OF AISQUITH STREET, SOUTHERLY 399.0 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF McELDERRY STREET; THENCE BINDING ON THE CENTERLINE OF McELDERRY STREET, THE TWO FOLLOWING COURSES AND DISTANCES; NAMELY, WESTERLY 72.0 FEET, MORE OR LESS, AND SOUTHWESTERLY 451.0 FEET, MORE OR LESS, TO INTERSECT THE LINE OF THE SOUTHWEST OUTLINE OF THE PROPERTY KNOWN AS NO. 521 OLDTOWN MALL, IF PROJECTED SOUTHEASTERLY; THENCE BINDING IN PART REVERSELY ON SAID LINE, SO PROJECTED, IN PART ON THE SOUTHWEST OUTLINE OF SAID PROPERTY, AND IN ALL, NORTHWESTERLY 145.0 FEET, MORE OR LESS, TO INTERSECT THE SOUTHWEST SIDE OF OLDTOWN MALL; THENCE CROSSING OLDTOWN MALL, NORTHWESTERLY 49.5 FEET, MORE OR LESS, TO INTERSECT THE SOUTHWEST OUTLINE OF THE PROPERTY KNOWN AS NO. 516/516 ½ OLDTOWN MALL; THENCE BINDING IN PART ON THE SOUTHWEST OUTLINE OF LAST SAID PROPERTY, IN PART ON THE LINE OF THE SOUTHWEST OUTLINE OF LAST SAID PROPERTY, IF PROJECTED NORTHWESTERLY, AND IN ALL, NORTHWESTERLY 119.0 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF FLATIRON ALLEY; THENCE BINDING ON THE CENTERLINE OF FLATIRON ALLEY, THE TWO FOLLOWING COURSES AND DISTANCES; NAMELY, NORTHEASTERLY 571.0 FEET, MORE OR LESS, AND NORTHERLY 96.0 FEET, MORE OR LESS, TO INTERSECT THE CENTERLINE OF MONUMENT STREET, AND THENCE BINDING ON THE CENTERLINE OF MONUMENT STREET, EASTERLY 188.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-889
(Council Bill 04-1545)**

AN ORDINANCE CONCERNING

Fire and Police Employees' Retirement System – Line-of-Duty Disability

FOR the purpose of allowing certain ~~members and former members~~ members former members, and retired members of the Fire and Police Employees' Retirement System to apply for line-of-duty disability benefits, under certain circumstances, without regard to the 5-year limitations period otherwise set by law; providing for a special effective date; and generally relating to the Fire and Police Employees' Retirement System.

BY repealing and reordaining, without amendments

Article 22 - Retirement Systems
Section(s) 34(e-1)(1) and (2) and 34(f-1)(1) and (2)
Baltimore City Code
(Edition 2000)

BY adding

Article 22 - Retirement Systems
Section(s) 34(r-1)
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 22. Retirement Systems

Subtitle – Fire and Police Employees' Retirement System

§ 34. Benefits.

(e-1) *Line-of-duty disability benefits.*

(1) *Eligibility.*

A member shall be retired on a line-of-duty disability retirement if:

- (i) a hearing examiner determines that the member is totally and permanently incapacitated for the further performance of the duties of his or her job classification in the employ of Baltimore City, as the result of an injury arising out of and in the course of the actual performance of duty, without willful negligence on his or her part; and
- (ii) for any employee who became a member on or after July 1, 1979, the application for line-of-duty disability benefits is filed within 5 years of the date of the member's injury.

(2) *Application and filing deadline.*

To retire under this subsection, the member must:

- (i) apply to the Board of Trustees, on a form approved by the Board; and
- (ii) submit the application to the Board no later than 1 year following the member's last day of City employment.

(f-1) *100% line-of-duty disability benefit.*(1) *Eligibility.*

A member shall be retired on a 100% line-of-duty disability retirement if:

- (i) the member is otherwise eligible for a line-of-duty benefit under subsection (e-1) of this section; and
- (ii) the hearing examiner determines that the injury resulted in:
 - (A) extensive brain damage causing total incapacity; or
 - (B) the loss of or loss of use of any combination of two or more:
 - 1. hands;
 - 2. arms;
 - 3. feet;
 - 4. legs; or
 - 5. eyes.

(2) *Application and filing deadline.*

To retire under this subsection, the member must:

- (i) apply to the Board of Trustees, on a form approved by the Board; and
- (ii) submit the application to the Board no later than 1 year following the member's last day of City employment.

(R-1) *SPECIAL TRANSITIONAL ~~RULE~~ RULES FOR CERTAIN LINE-OF-DUTY DISABILITY APPLICANTS.*

(1) A MEMBER OR FORMER MEMBER WHO APPLIES FOR A LINE-OF-DUTY DISABILITY BENEFIT UNDER SUBSECTION (E-1) OF THIS SECTION OR FOR A 100% LINE-OF-DUTY DISABILITY BENEFIT UNDER SUBSECTION (F-1) OF THIS SECTION IS ENTITLED TO THE BENEFIT, WITHOUT REGARD TO THE 5-YEAR STATUTE OF LIMITATIONS SET BY SUBSECTION (E-1)(1)(II) OF THIS SECTION, IF THE APPLICANT:

- (i) ~~(1)~~ FILES A COMPLETED APPLICATION WITH THE BOARD OF TRUSTEES ON OR AFTER JANUARY 3, 2005, AND ON OR BEFORE APRIL 1, 2005; AND
- (ii) ~~(2)~~ IS FOUND BY A HEARING EXAMINER TO BE OTHERWISE ELIGIBLE FOR THE BENEFIT BY HAVING MET ALL OTHER CRITERIA SET BY LAW.

(2) IF A RETIRED OR FORMER MEMBER WAS DENIED A LINE-OF-DUTY DISABILITY BENEFIT BECAUSE A HEARING EXAMINER FOUND THAT HE OR SHE HAD NOT FILED THE APPLICATION WITHIN 5 YEARS OF HIS OR HER INJURY, THE RETIRED OR FORMER MEMBER IS NONETHELESS ENTITLED TO THE LINE-OF-DUTY DISABILITY BENEFIT IF SHE OR HE:

(I) FILES A NEW COMPLETED APPLICATION WITH THE BOARD OF TRUSTEES ON OR AFTER JANUARY 3, 2005, AND ON OR BEFORE APRIL 1, 2005; AND

(II) IS FOUND BY A HEARING EXAMINER TO BE OTHERWISE ELIGIBLE FOR THE LINE-OF-DUTY DISABILITY BENEFIT ORIGINALLY APPLIED FOR BY HAVING MET ALL OTHER CRITERIA SET BY LAW AT THE TIME OF HIS OR HER ORIGINAL APPLICATION.

SECTION 2. AND BE IT FURTHER ORDAINED, That any increased benefits payable to a retired or former member who applies for and is granted line-of-duty disability benefits under Article 22, § 34(r-1)(2), as enacted by this Ordinance, are to be paid prospectively from the date on which the member files his or her new application. Any benefit increases under Article 22, § 36A applicable to a line-of-duty disability benefit granted under § 34(r-1)(2) shall be calculated as if the member had been awarded the line-of-duty disability effective with his or her date of retirement, but the additional § 36A benefit increases shall only be paid prospectively from the date the retired member files his or her new application under § 34(r-1)(2).

SECTION 2 3. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3 4. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-890
(Council Bill 04-1550)**

AN ORDINANCE CONCERNING

Baltimore Benefits Commission

FOR the purpose of establishing a Baltimore Benefits Commission; providing for its membership, organization, and officers; specifying its duties; and generally relating to benefits provided to active and retired employees of Baltimore City.

BY adding

Article 1 - Mayor, City Council, and Municipal Agencies
Section(s) 50-1 through ~~50-5~~ 50-6, to be under the subtitle heading
"Subtitle 50. Baltimore Benefits Commission"
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 1. Mayor, City Council, and Municipal Agencies

SUBTITLE 50. BALTIMORE BENEFITS COMMISSION**§ 50-1. COMMISSION ESTABLISHED.**

THERE IS A BALTIMORE BENEFITS COMMISSION.

§ 50-2. MEMBERS.**(A) *IN GENERAL.***

(1) THE COMMISSION CONSISTS OF ~~46~~ 17 MEMBERS.

(2) OF THESE:

(I) ~~14~~ 15 MEMBERS SERVE EX OFFICIO; AND

(II) 2 MEMBERS ARE APPOINTED BY THE MAYOR IN ACCORDANCE WITH ARTICLE IV, § 6 OF THE BALTIMORE CITY CHARTER.

(B) *EX OFFICIO MEMBERS.*

THE EX OFFICIO MEMBERS ARE THE FOLLOWING OR THEIR DESIGNATED REPRESENTATIVES:

- (1) MAYOR.
- (2) PRESIDENT OF THE CITY COUNCIL.
- (3) DIRECTOR, DEPARTMENT OF HUMAN RESOURCES.
- (4) LABOR COMMISSIONER.
- (5) DIRECTOR, DEPARTMENT OF FINANCE.
- (6) EXECUTIVE DIRECTOR, COMMISSION ON THE AGING AND RETIREMENT EDUCATION.
- (7) EXECUTIVE DIRECTOR, EMPLOYEES' RETIREMENT SYSTEM.
- (8) EXECUTIVE DIRECTOR, FIRE AND POLICE EMPLOYEES' RETIREMENT SYSTEM.
- (9) PRESIDENT, METROPOLITAN BALTIMORE COUNCIL, AFL-CIO.
- (10) PRESIDENT, MANAGERIAL AND PROFESSIONAL SOCIETY OF BALTIMORE, INC.
- (11) PRESIDENT, BALTIMORE TEACHERS UNION.
- (12) PRESIDENT, CITY UNION OF BALTIMORE.
- (13) PRESIDENT, BALTIMORE FIRE FIGHTERS ASSOCIATION, LOCAL 734.
- (14) PRESIDENT, FRATERNAL ORDER OF POLICE, LODGE #3.

(15) CHAIR, BALTIMORE CITY COUNCIL AD HOC TASK FORCE TO STUDY BENEFITS FOR ACTIVE AND RETIRED MEMBERS.

(C) *APPOINTED MEMBERS.*

OF THE APPOINTED MEMBERS:

- (1) 1 MUST BE AN ACTIVE CITY EMPLOYEE; AND
- (2) 1 MUST BE A RETIRED CITY EMPLOYEE.

§ 50-3. ORGANIZATION, MEETINGS, ETC.

(A) *OFFICERS.*

- (1) THE MAYOR SHALL DESIGNATE A MEMBER AS CHAIR OF THE COMMISSION.
- (2) THE CHAIR MAY SELECT OTHER OFFICERS.

(B) *QUORUM; ACTION.*

- (1) A MAJORITY OF THE MEMBERS OF THE COMMISSION CONSTITUTES A QUORUM FOR THE TRANSACTION OF BUSINESS
- (2) AN AFFIRMATIVE VOTE BY THE MAJORITY OF A QUORUM IS SUFFICIENT FOR ANY OFFICIAL ACTION.

(C) *RULES.*

THE COMMISSION MAY ADOPT RULES TO GOVERN ITS MEETINGS AND OPERATIONS.

§ 50-4. STAFF.

IN CONSULTATION WITH THE COMMISSION, THE DIRECTOR OF FINANCE SHALL ASSIGN STAFF FROM THE DEPARTMENT OF FINANCE TO ASSIST THE COMMISSION IN ITS EFFORTS.

§ 50-5. DUTIES.

THE COMMISSION SHALL:

- (1) STUDY AND MONITOR THE COMPENSATION AND OTHER BENEFITS (INCLUDING HEALTH, RETIREMENT, LIFE AND DISABILITY INSURANCE, AND OTHER BENEFITS) PROVIDED OR, FROM TIME TO TIME, PROPOSED TO BE PROVIDED BY THE CITY TO ITS EMPLOYEES AND RETIREES; AND
- (2) ON OR BEFORE JUNE 30 OF EACH YEAR, SUBMIT A REPORT TO THE BOARD OF ESTIMATES RECOMMENDING SPECIFIC METHODS TO:
 - ~~(i) PROTECT BENEFICIARIES FROM INCREASED COSTS FOR, OR FUTURE REDUCTIONS IN, THEIR BENEFITS;~~
 - ~~(ii) ENHANCE THEIR BENEFITS WHEREVER PRACTICABLE;~~
 - (i) ~~(iii)~~ IMPROVE COMMUNICATIONS BETWEEN ADMINISTRATORS AND BENEFICIARIES CONCERNING AVAILABLE BENEFITS AND PROPOSED CHANGES TO THEM; AND

- (II) ~~(IV)~~ GENERALLY IMPROVE THE ADMINISTRATION OF BENEFITS FOR EMPLOYEES AND RETIREES.

§ 50-6. COOPERATION WITH COMMISSION.

(A) IN GENERAL.

ANY INFORMATION THAT THE COMMISSION REQUESTS FROM A CITY DEPARTMENT OR AGENCY SHALL BE PROVIDED TO THE COMMISSION IN A TIMELY MANNER, SO AS NOT TO IMPEDE THE COMMISSION'S PURPOSE AND FUNCTION.

(B) DEPARTMENT OF HUMAN RESOURCES.

THE CITY DEPARTMENT OF HUMAN RESOURCES SHALL MAKE AVAILABLE TO THE COMMISSION THE FINDINGS OF ALL HEALTH CARE OR PRESCRIPTION DRUG PLANS THAT PERTAIN TO CITY EMPLOYEES AND RETIREES.

SECTION 3. AND BE IT FURTHER ORDAINED, That the Commission's first report, to be submitted on or before June 30, 2005, include a proposed method for establishing a prescription-drug benefits program by which employees and retirees may elect to obtain safe, but lower-priced prescription drugs from Canadian or similar foreign sources.

SECTION 4. AND BE IT FURTHER ORDAINED, That the Commission review the Report and Recommendations of the Baltimore City Council Ad Hoc Task Force to Study Benefits for Active and Retired Members and, in its periodic reports, recommend methods and timetables for implementing those recommendations with which the Commission concurs.

SECTION 5. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 6. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-891
(Council Bill 04-1563)**

AN ORDINANCE CONCERNING

Recordation Tax – Application of Partial Exemption

FOR the purpose of specifying how the partial exemption from recordation tax for certain residential property is to be applied as between the buyer and seller; ~~and providing for a special effective date.~~

BY repealing and reordaining, with amendments

Article 28 - Taxes
Section(s) 16-2
Baltimore City Code
(Edition 2000)

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Laws of Baltimore City read as follows:

Baltimore City Code

Article 28. Taxes

Subtitle 16. Recordation Tax

§ 16-2. Partial exemption for owner-occupied residence.

(A) IN GENERAL.

The tax imposed by this subtitle does not apply to the first \$22,000 of the consideration payable on the conveyance of owner-occupied residential property if the instrument in writing is accompanied by a statement, signed under oath by the buyer, that the buyer will use the property as the buyer's principal residence by actually occupying the property for at least 7 months of the 12-month period immediately following the conveyance.

(B) APPLICATION.

~~(1) EXCEPT AS SPECIFIED IN PARAGRAPH (2) OF THIS SUBSECTION, THE EXEMPTION PROVIDED BY THIS SECTION APPLIES ONLY AGAINST THE TAX THAT THE BUYER HAS AGREED BY CONTRACT TO PAY OR, IN THE ABSENCE OF AN AGREEMENT, IS RESPONSIBLE FOR PAYING UNDER STATE REAL PROPERTY ARTICLE, § 14-104(B) {"DIVISION OF ... TAX: PRESUMPTION"}.~~

~~(2) THE EXEMPTION PROVIDED BY THIS SECTION APPLIES AGAINST THE TAX TO BE PAID BY THE SELLER IF THE SELLER HAS AGREED BY CONTRACT TO PAY THE ENTIRE AMOUNT OF THE TAX OR IS OTHERWISE RESPONSIBLE FOR PAYING THE ENTIRE AMOUNT UNDER STATE REAL PROPERTY ARTICLE, § 14-104(C) {"DIVISION OF ... TAX: FIRST-TIME MARYLAND HOME-BUYERS"}.~~

(1) EXCEPT AS SPECIFIED IN PARAGRAPH (2) OF THIS SUBSECTION, THE BUYER SHALL RECEIVE THE ENTIRE EXEMPTION PROVIDED BY THIS SECTION, IRRESPECTIVE OF (I) ANY CONTRACTUAL PROVISIONS CONCERNING THE DIVISION OF TAXES BETWEEN THE BUYER AND THE SELLER AND (II) THE PRESUMPTION UNDER STATE REAL PROPERTY ARTICLE § 14-104(B) {"DIVISION OF ... TAX: PRESUMPTION"}.

(2) THE SELLER SHALL RECEIVE THE ENTIRE EXEMPTION PROVIDED BY THIS SECTION IF (I) THE SELLER HAS AGREED BY CONTRACT TO PAY THE ENTIRE AMOUNT OF THE TAX IMPOSED BY THIS SUBTITLE OR (II) THE SELLER IS RESPONSIBLE FOR PAYING THE ENTIRE AMOUNT OF THE TAX UNDER STATE REAL PROPERTY ARTICLE § 14-104(C) {"DIVISION OF ... TAX: FIRST-TIME MARYLAND HOME-BUYERS"}.

SECTION 2. AND BE IT FURTHER ORDAINED, That the catchlines contained in this Ordinance are not law and may not be considered to have been enacted as a part of this or any prior Ordinance.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted ~~as to any instrument conveying title or securing a debt that contains a notary acknowledgment dated on or after the effective date of this Ordinance, and is presented for recordation on or after the effective date of this Ordinance.~~

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
ORDINANCE 04-892
(Council Bill 04-1566)**

AN ORDINANCE CONCERNING

**City Property — Renaming Digital Harbor High School #416
to
Harlow Fullwood, Jr. Digital Harbor High School**

FOR the purpose of changing the name of Digital Harbor High School #416, located at 1100 Covington Street, to Harlow Fullwood, Jr. Digital Harbor High School.

BY authority of

Article 5 - Finance, Property, and Procurement
Section 20-2
Baltimore City Code
(Edition 2000)

Preamble

This Ordinance pays tribute to Harlow Fullwood, Jr., founder of the Fullwood Foundation, Inc., for the many generous contributions to the personal and collective quality of life of Baltimoreans and Marylanders by re-naming Digital Harbor High School #416 to be Harlow Fullwood, Jr. Digital Harbor High School.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, subject to the approval of the Baltimore City Board of School Commissioners, the name of Digital Harbor High School #416, located at 1100 Covington Street, is changed to Harlow Fullwood, Jr. Digital Harbor High School.

SECTION 2. AND BE IT FURTHER ORDAINED, That this Ordinance takes effect on the 30th day after the date it is enacted.

Approved December 6, 2004

MARTIN O'MALLEY, Mayor

RESOLUTIONS
PASSED AT THE ANNUAL SESSION
2003-2004

CITY OF BALTIMORE
RESOLUTION 04-049
(Council Bill 03-1102)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Charter Amendment — Municipal Elections

FOR the purpose of providing for the election of the Mayor, the Comptroller, and the President and Members of the City Council to be in 2007 and in every succeeding fourth year; repealing certain obsolete provisions relating to primaries; adjusting the terms of office for those elected in 2004; and submitting this amendment to the qualified voters of the City for adoption or rejection.

BY proposing an amendment to

Article III - City Council
Section(s) 2(a)
Baltimore City Charter
(1996 Edition)

Article IV - Mayor
Section(s) 1(a)
Baltimore City Charter
(1996 Edition)

Article V - Comptroller
Section(s) 1(a)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the City Charter is proposed to be amended to read as follows:

Baltimore City Charter

Article III – City Council

§ 2. Members.

(a) *Election and term.*

[(1) The primary election for members of the City Council shall be held on the second Tuesday after the first Monday in September 2004, and on the same day and month in every succeeding fourth year.]

- (1) [(2)] The voters shall elect the members of the City Council on the Tuesday next after the first Monday in November [2004] 2007, and on the same day and month in every succeeding fourth year.
- (2) [(3)] Their term of office shall commence on the Thursday next after the first Monday in December succeeding their election and shall continue for 4 years.

Article IV – Mayor

§ 1. Election, term, etc.

(a) Election and qualifications.

- [(1)] The primary election for Mayor shall be held on the second Tuesday after the first Monday in September 2004, and on the same day and month in every succeeding fourth year.]
- (1) [(2)] The voters of Baltimore City shall elect a Mayor on the Tuesday next after the first Monday in November [2004] 2007, and on the same day and month in every succeeding fourth year.
- (2) [(3)] The Mayor shall be a person of known integrity, experience, and sound judgment. The Mayor also shall be over 25 years of age, a citizen of the United States, and a resident of the City for at least 1 year next preceding the election and during the term of office.

Article V – Comptroller

§ 1. Election, term, etc.; Deputy Comptroller, staff.

(a) Election and qualifications; term; salary.

- [(1)] The primary election for Comptroller shall be held on the second Tuesday after the first Monday in September 2004, and on the same day and month in every succeeding fourth year.]
- (1) [(2)] The voters of Baltimore City shall elect a Comptroller of the City on the Tuesday next after the first Monday in November [2004] 2007, and on the same day and month in every succeeding fourth year.
- (2) [(3)] The Comptroller shall possess the same qualifications as prescribed in this Charter for the Mayor.
- (3) [(4)] The term of the Comptroller shall commence on the Tuesday next after the first Monday in December succeeding the election and shall continue for 4 years and until a successor has been elected and qualified.
- (4) [(5)] The Comptroller's salary shall be set in the Ordinance of Estimates.

SECTION 2. AND BE IT FURTHER RESOLVED, That the Mayor, the Comptroller, and the President and Members of the City Council who are elected to office at the general election held in November 2004 will each hold office for a term of 3 years and until their respective successors have been elected and qualified.

SECTION 3. AND BE IT FURTHER RESOLVED, That this proposed amendment to the City Charter be submitted to the legal and qualified voters of Baltimore City, for adoption or rejection, in accordance with Article XI-A, § 5 of the Maryland Constitution, in the form specified by the City Solicitor.

Approved February 10, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-050
(Council Bill 03-1082)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

**Payments in Lieu of Taxes - Ward 04, Section 10,
Block 620, Lot #004 "206-218 West Fayette Street"**

FOR the purpose of authorizing an economic development project to be known as "206-218 West Fayette Street", in order that the Board of Estimates may enter into a Payment in Lieu of Taxes Agreement with West Fayette Parking Associates, LLC, its successors or assigns, for a an approximate 500-space structured parking garage; generally relating to payments in lieu of taxes for 206-218 West Fayette Street development; and providing for a special effective date.

BY authority of
Article - Tax - Property
Section 7-504.3
Annotated Code of Maryland

Recitals

206-218 West Fayette Street comprises a proposed approximate 500-space structured parking garage (the "Project") on Ward 04, Section 10, Block 620, Lot #004 in the Market Center Urban Renewal Area.

Section 7-504.3 of the State Tax-Property Article, as enacted by Chapter 643, Acts of 1999, authorizes the Board of Estimates of Baltimore City, subject to certain findings by the Board and the enactment of an authorizing Resolution of the Mayor and City Council, to negotiate a payment in lieu of taxes (a "PILOT") for major economic development projects that meet certain criteria.

It is understood that the PILOT Agreement for the Project will include at least the minimum provisions required by law for minority and women participation in this economic development project.

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That, subject to the conditions specified in this Resolution, the Project is authorized for purposes of allowing the Board of Estimates to enter into a PILOT Agreement with West Fayette Parking Associates, LLC, its successors or assigns, for the Project, in accordance with § 7-504.3(b)(3) of the State Tax-Property Article.

SECTION 2. AND BE IT FURTHER RESOLVED, That this authorization is subject to the condition that the Project not house or otherwise involve gambling activities (i) beyond that allowed by law as of January 1, 1999, or (ii) related to any game not authorized by the Maryland State Lottery.

SECTION 3. AND BE IT FURTHER RESOLVED, That this authorization is in the best interest of the City and will achieve significant public benefits and purposes, including the encouragement of the economic development of the City, including the use of resources and entrepreneurial talents of the private sector to develop the entire Market Center Urban Renewal Area, (ii) the creation of job opportunities, (iii) the promotion of “24/7” downtown living, and (iv) the general promotion and improvement of the City and its facilities in order to foster and maintain the City and its image as a positive environment for the growth of business and industry and the continuing well-being of its residents, thereby further encouraging the health, welfare, and safety of the citizens of the City.

SECTION 4. AND BE IT FURTHER RESOLVED, That this authorization is subject to the following conditions:

- (a) The PILOT Agreement for the Project shall be for a period of 15 years after the effective date specified in the PILOT Agreement.
- (b) The negotiated payment in lieu of taxes for the Project shall be (i) the amount of the existing taxes on the land as of July 1, 2003, plus (ii) a minimum of the following amounts for the years listed:

Years 1-10 5% of the taxes that would otherwise have resulted from the increased assessments from the construction of the Project including any increase in the value of the land (the “Incremental Taxes”).

Year 11 10% of the Incremental Taxes.

Year 12 15% of the Incremental Taxes.

Year 13 20% of the Incremental Taxes.

Year 14 25% of the Incremental Taxes.

Year 15 30% of the Incremental Taxes.

Year 16 PILOT ends and full taxes are paid.

- (c) The PILOT shall only be for the parking garage and shall not apply to any leased space that is devoted to non-parking use, such as retail or office space.

SECTION 5. AND BE IT FURTHER RESOLVED, That this Resolution takes effect on the date it is enacted.

Approved March 3, 2004

MARTIN O’MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-051
(Council Bill 03-1259)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Baltimore City Public Schools – Reports

FOR the purpose of requiring certain monthly reports from the Baltimore City Board of School Commissioners and the School System's Chief Executive Officer and Chief Financial Officer, and their respective successors; and providing for a special effective date.

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Baltimore City Board of School Commissioners and the School System's Chief Executive Officer and Chief Financial Officer, and their respective successors, shall submit to the Finance Director a monthly report of all income and expenditures.

SECTION 2. AND BE IT FURTHER RESOLVED, That each report shall be for a calendar month and shall be submitted in the form and contain the information that the Finance Director specifies from time to time. Each report for a calendar month shall be submitted on or before the 28th day of the following calendar month.

SECTION 3. AND BE IT FURTHER RESOLVED, That this Resolution takes effect on the date it is enacted. Reports shall be submitted within 30 days following the last day of each month beginning December 2003 and for all calendar months thereafter; for December 2003 and any later month preceding the enactment of this Resolution, the report shall be submitted within 30 days of the enactment of this Resolution.

Approved March 25, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-052
(Council Bill 03-1257)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

**Midtown Community Benefits District and Management Authority –
Renewal Through June 30, 2008**

FOR the purpose of renewing and continuing the Midtown Community Benefits District and Management Authority; providing for a special effective date; and generally relating to the activities and authority of the Midtown Community Benefits District and Management Authority.

Recitals

Ordinance 95-613 (the "Ordinance") authorized the creation of the Midtown Community Benefits District (the "District") and the Management Authority (the "Authority"), subject to certain terms and conditions.

The Ordinance requires that the Mayor and City Council hold 1 or more public hearings every 4 years to evaluate the activities and undertakings of the District and the Authority and to determine whether the District and Authority should continue for another 4 years.

In 1999, the City Council conducted the first of these quadrennial reviews and, by Resolution 99-019, continued the District and Authority for an additional 4 years, ending June 30, 2003. Subsequently, Chapter 89, Acts of 2000, amended Charter Article II, § 63(h), establishing a new 4-year review cycle, to begin December 2003. In 2003, the Mayor and City Council conducted an interim review and, by Resolution 03-043, continued the District and Authority for an additional 1-year period, ending June 30, 2004.

The Mayor and City Council has now undertaken a new, quadrennial review for the 4-year period beginning July 1, 2004. Based on its review of the activities and undertakings of the District and Authority, the Mayor and City Council finds that the renewal and continuation of the District and the Authority are in the best interests of the citizens of Baltimore.

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Midtown Community Benefits District and Management Authority are renewed and continued for an additional 4 years, ending June 30, 2008.

SECTION 2. AND BE IT FURTHER RESOLVED, That this Resolution takes effect on the date it is enacted.

Approved June 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-053
(Council Bill 04-1311)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Charter Amendment – City Council – Age Requirements

FOR the purpose of lowering the minimum age requirement for members of the City Council; and submitting this amendment to the qualified voters of the City for adoption or rejection.

BY proposing an amendment to
Article III - City Council
Section(s) 1(b)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the City Charter is proposed to be amended to read as follows:

Baltimore City Charter

Article III. City Council

§ 1. Legislative Department; qualification and salary of members.

(b) Qualifications.

Members of the City Council, except the President whose qualifications are provided for in Section 3, shall be citizens of the United States, [above the age of twenty-one] AT LEAST 18 years OLD, and registered voters. They also shall be residents of the districts the members have been chosen to represent for at least [one] 1 year next preceding their election, except as provided in Section 7(e), and during their term of office.

SECTION 2. AND BE IT FURTHER RESOLVED, That this proposed amendment to the City Charter be submitted to the legal and qualified voters of Baltimore City, for adoption or rejection, in accordance with Article XI-A, § 5 of the Maryland Constitution, in the form specified by the City Solicitor.

Approved June 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-054
(Council Bill 04-1340)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Charter Amendment – Department of Human Resources

FOR the purpose of renaming the Department of Personnel to be the “Department of Human Resources”; renaming the Director of Personnel to be the “Director of Human Resources”; clarifying and conforming certain language; and submitting this amendment to the qualified voters of the City for adoption or rejection.

BY proposing an amendment to
Article VII - Executive Departments
Section(s) 96, 98(a)
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the City Charter is proposed to be amended to read as follows:

Baltimore City Charter

Article VII. Executive Departments

§ 96. Department of [Personnel] HUMAN RESOURCES – established.

- (A) There is a Department of [Personnel] HUMAN RESOURCES[.,].
- (2) THE DEPARTMENT [which] shall:
 - (1) promote merit and fitness in City employment;
 - (2) ensure that appointments and promotions in the City’s Civil Service are made, and that salaries are established, without regard to political affiliation; and
 - (3) promote the efficient delivery of services to the public.

§ 98. Department of [Personnel] HUMAN RESOURCES – Director.

(a) *Head of Department; qualifications.*

- (1) The Director of [Personnel] HUMAN RESOURCES shall supervise and direct the Department.
- (2) The Director shall have substantial experience in personnel administration.

SECTION 2. AND BE IT FURTHER RESOLVED, That this proposed amendment to the City Charter be submitted to the legal and qualified voters of Baltimore City, for adoption or rejection, in accordance with Article XI-A, § 5 of the Maryland Constitution, in the form specified by the City Solicitor.

Approved June 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-055
(Council Bill 04-1398)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Charter Amendment – City Council – Vacancy

FOR the purpose of proposing a charter amendment to delete an inoperative provision relating to the filling of vacancies in the Council; clarifying certain language; and submitting this amendment to the qualified voters of the City for adoption or rejection.

BY proposing an amendment to
Article III - City Council
Section(s) 6
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the City Charter is proposed to be amended to read as follows:

Baltimore City Charter

Article III. City Council

§ 6. Individual vacancies.

Each vacancy in the City Council shall be filled without delay [from the council district in which the vacancy occurs by:]. [(a) after] AFTER public notice, [the election as an acting council member by] the City Council, by a majority vote of its REMAINING members, [of] SHALL ELECT a person possessing the qualifications prescribed in Section 1 OF THIS ARTICLE[; and (b) the election by the voters at the primary and general elections next regularly scheduled after the vacancy occurs of a person possessing the qualifications prescribed in Section 1] to serve the remainder of the unexpired term of the former incumbent.

SECTION 2. AND BE IT FURTHER RESOLVED, That this proposed amendment to the City Charter be submitted to the legal and qualified voters of Baltimore City, for adoption or rejection, in accordance with Article XI-A, § 5 of the Maryland Constitution, in the form specified by the City Solicitor.

Approved July 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-056
(Council Bill 04-1416)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Charter Amendment – Department of Transportation

FOR the purpose of amending the City Charter to establish a Department of Transportation among the Executive Departments; providing for the powers and duties of that department; and submitting this amendment to the qualified voters of the City for adoption or rejection.

BY proposing an amendment to add

Article VII - Executive Departments
Section(s) 114 through 116, to be under the new subheading
“Department of Transportation”
Baltimore City Charter
(1996 Edition)

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the City Charter is proposed to be amended to read as follows:

Baltimore City Charter

Article VII. Executive Departments

DEPARTMENT OF TRANSPORTATION

§ 114. DEPARTMENT ESTABLISHED.

THERE IS A DEPARTMENT OF TRANSPORTATION, THE HEAD OF WHICH IS THE DIRECTOR OF TRANSPORTATION.

§ 115. DIRECTOR OF TRANSPORTATION.

(A) DUTIES; QUALIFICATIONS.

- (1) THE DIRECTOR SHALL SUPERVISE AND DIRECT THE DEPARTMENT.
- (2) THE DIRECTOR MUST HAVE SUBSTANTIAL ADMINISTRATIVE EXPERIENCE IN TRANSPORTATION OR IN THE DELIVERY OF RELATED PUBLIC SERVICE.

(B) *APPOINTMENT; TERM.*

THE DIRECTOR SHALL BE APPOINTED, MUST BE CONFIRMED, AND SERVES PURSUANT TO ARTICLE IV, § 6 OF THIS CHARTER.

(C) *SALARY.*

THE DIRECTOR'S SALARY SHALL BE SET IN THE ORDINANCE OF ESTIMATES.

(D) *EMPLOYEES.*

THE DIRECTOR MAY APPOINT THE EMPLOYEES PROVIDED FOR IN THE ORDINANCE OF ESTIMATES.

§ 116. POWERS AND DUTIES OF DEPARTMENT.

(A) *IN GENERAL.*

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CHARTER, THE DEPARTMENT HAS THE FOLLOWING POWERS AND DUTIES.

(B) *STREET CONSTRUCTION AND MAINTENANCE.*

(1) THE DEPARTMENT HAS CHARGE OF CONSTRUCTING AND MAINTAINING THE STREETS OF THE CITY.

(2) THE DEPARTMENT SHALL PREPARE THE PLANS AND PERFORM THE WORK REQUIRED BY ORDINANCES THAT OPEN, EXTEND, WIDEN, STRAIGHTEN, CLOSE, OR GRADE ANY STREET IN THE CITY. HOWEVER, THE DEPARTMENT OF PUBLIC WORKS SHALL PREPARE ALL ORDINANCES FOR THE OPENING AND CLOSING OF STREETS, ATTEND THE HEARINGS ON THE ORDINANCES, AND PERFORM ALL ADMINISTRATIVE FUNCTIONS RELATED TO THESE ORDINANCES.

(3) BEFORE PAVING OR REPAVING A STREET, THE DIRECTOR OF TRANSPORTATION SHALL GIVE NOTICE IN ONE OR MORE DAILY CITY NEWSPAPERS THAT, NOT LESS THAN 90 DAYS FROM THE FIRST PUBLICATION DATE, THE DEPARTMENT WILL PROCEED WITH THE PAVING OR REPAVING AND WARNING ALL PERSONS TO OBTAIN PERMITS FOR AND TO COMPLETE BEFORE THAT DAY ALL WORK THAT MIGHT INVOLVE THE DIGGING UP OF THE STREET.

(4) THE DIRECTOR SHALL SEND A COPY OF THIS NOTICE TO ALL PERSONS WHO THE DIRECTOR HAS REASON TO BELIEVE WOULD BE INTERESTED IN RECEIVING IT, BUT FAILURE TO SEND THE NOTICE DOES NOT AFFECT THE VALIDITY OF ANY ACTION TAKEN BY THE MAYOR AND THE DIRECTOR ~~OF~~ TO PAVE OR REPAVE A STREET.

(5) NO PAVEMENT LAID AFTER THE PUBLICATION OF THE NOTICE MAY BE DUG UP BY ANY PERSON WITHOUT A PERMIT ISSUED BY THE DIRECTOR OF PUBLIC WORKS. THE DIRECTOR OF PUBLIC WORKS HAS ABSOLUTE DISCRETION TO ISSUE OR WITHHOLD THIS PERMIT, AND MAY ATTACH APPROPRIATE CONDITIONS AND CHARGES TO THE PERMIT.

(6) WHENEVER AN ASSESSMENT OR CHARGE IS TO BE MADE AGAINST A PROPERTY FOR PAVING A STREET, ALLEY, OR SIDEWALK, THE DEPARTMENT AFTER GIVING THE OWNER OF THE PROPERTY INVOLVED DUE NOTICE AND AN OPPORTUNITY TO BE HEARD, SHALL FIX THE AMOUNT OF THE ASSESSMENT OR CHARGE. THIS PROVISION APPLIES TO THE ASSESSMENT OF BENEFITS OR DAMAGES IN CONNECTION WITH THE OPENING OF NEW STREETS OR ALLEYS OR PARTS OF NEW STREETS OR ALLEYS.

(C) *LIGHTING.*

THE DEPARTMENT HAS CHARGE OF THE LIGHTING OF THE CITY.

(D) *CONDUIT SYSTEM.*

THE DEPARTMENT MAY EXERCISE ALL THE POWERS AND SHALL PERFORM ALL THE DUTIES RELATING TO THE CONDUIT SYSTEM, AND HAS CHARGE OF ALL PROPERTY AND EQUIPMENT PERTAINING TO THAT SYSTEM.

(E) *ADDITIONAL POWERS AND DUTIES.*

THE DEPARTMENT HAS THE ADDITIONAL POWERS AND DUTIES RELATING TO THE CONSTRUCTION, RECONSTRUCTION, AND MAINTENANCE OF STREETS, TO TRANSPORTATION, AND TO TRAFFIC, INCLUDING POWERS AND DUTIES TRANSFERRED FROM OTHER MUNICIPAL AGENCIES, AS ARE PRESCRIBED BY LAW.

SECTION 2. AND BE IT FURTHER RESOLVED, That this proposed amendment to the City Charter be submitted to the legal and qualified voters of Baltimore City, for adoption or rejection, in accordance with Article XI-A, § 5 of the Maryland Constitution, in the form specified by the City Solicitor.

Approved July 23, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-057
(Council Bill 04-1404)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

**Operating Budget for the Baltimore City Board of School
Commissioners for the Fiscal Year Ending June 30, 2005**

FOR the purpose of approving the budget estimated to be needed for the Baltimore City Board of School Commissioners for operating programs during Fiscal 2005: providing for certification of the approved budget to the State Superintendent of Schools; and providing for a special effective date.

BY authority of
Article – Education
Section(s) 5-102
Annotated Code of Maryland
(1997 Replacement Volume and Supplement)

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the following amounts or so much thereof as shall be sufficient are hereby approved from the amounts estimated to be available in the designated funds during the fiscal year ending June 30, 2005.

**Operating Budget
Baltimore City Public School Systems**

Expenses By Fund

Board of School Commissioners

Education	\$	1,023,211
Restricted/Other	\$	0
Total	\$	1,023,211

Chief Executive Officer

Office of The Chief Executive Officer

Education	\$	1,123,806
Restricted/Other	\$	0
Total	\$	1,123,806

Office of Legal Counsel

Education	\$	1,263,364
Restricted/Other	\$	170,000
Total	\$	1,433,364

Office of Communications

Education	\$	651,721
Restricted/Other	\$	0
Total	\$	651,721

Division of Research Evaluation and Accountability

Education	\$	2,932,572
Restricted/Other	\$	0
Total	\$	2,932,572

Human Resources

Education	\$	3,088,931
Restricted/Other	\$	214,609
Total	\$	3,303,540

Information Technology

Education	\$	18,033,660
Restricted/Other	\$	1,331,132
Total	\$	19,364,792

Subtotal Chief Executive Officer

Education	\$	27,094,054
Restricted/Other	\$	1,715,741
Total	\$	28,809,795

Chief Academic Officer

Office of the Chief Academic Officer

Education	\$	2,337,010
Restricted/Other	\$	0
Total	\$	2,337,010

Area Offices		
Education	\$	6,045,063
Restricted/Other	\$	0
Total	\$	6,045,063
Curriculum and Instruction		
Education	\$	240,912
Restricted/Other	\$	7,896,523
Total	\$	8,137,435
Professional Development		
Education	\$	560,916
Restricted/Other	\$	2,360,000
Total	\$	2,920,916
Twilight (Evening) School		
Education	\$	873,000
Restricted/Other	\$	0
Total	\$	873,000
Operations Grants		
Education	\$	20,004
Restricted/Other	\$	3,684,147
Total	\$	3,704,151
School Community and Parent Involvement		
Education	\$	62,624
Restricted/Other	\$	18,657
Total	\$	81,281
General Instruction		
Education	\$	174,328,565
		<u>174,376,107</u>
Restricted/Other	\$	41,950,921
Total	\$	216,279,486
Career and Technology Instruction		
Education	\$	270,612
Restricted/Other	\$	1,524,756
Total	\$	1,795,368
Gifted and Talented		
Education	\$	4,146,550
Restricted/Other	\$	0
Total	\$	4,146,550
Summer School		
Education	\$	500,000
Restricted/Other	\$	0
Total	\$	500,000

Textbooks		
Education	\$	5,000,000
Restricted/Other	\$	0
Total	\$	5,000,000
ESOL		
Education	\$	2,219,048
Restricted/Other	\$	170,000
Total	\$	2,389,048
Interscholastic Athletics		
Education	\$	2,690,304
Restricted/Other	\$	0
Total	\$	2,690,304
Out of County Placements		
Education	\$	0
Restricted/Other	\$	1,289,000
Total	\$	1,289,000
Subtotal Chief Academic Officer		
Education	\$	199,294,608
		<u>199,342,150</u>
Restricted/Other	\$	58,894,004
Total	\$	<u>258,188,612</u>
		<u>258,236,154</u>
Chief Executive Officer's District		
Chief Executive Officer's Area Office		
Education	\$	2,420,633
Restricted/Other	\$	0
Total	\$	2,420,633
Chief Executive Officer's Area 7 Schools		
Education	\$	30,549,971
Restricted/Other	\$	9,255,483
Total	\$	39,805,454
Subtotal CEO's District		
Education	\$	32,970,604
Restricted/Other	\$	9,255,483
Total	\$	42,226,087
Chief Executive Officer's High School Area		
CEO's High School Area & Office		
Education	\$	83,998,804
Restricted/Other	\$	3,615,810
Total	\$	87,614,614

Subtotal CEO's High School Area

Education	\$	83,998,804
Restricted/Other	\$	3,615,810
Total	\$	87,614,614

Special Education and Student Support Services

Special Education

Education	\$	180,906,410
Restricted/Other	\$	26,349,143
Total	\$	207,255,553

Subtotal Special Education

Education	\$	180,906,410
Restricted/Other	\$	26,349,143
Total	\$	207,255,553

Chief Operating Officer

Office of the Chief Operating Officer

Education	\$	3,078,707
Restricted/Other	\$	0
Total	\$	3,078,707

Student Placement

Education	\$	361,032
Restricted/Other	\$	0
Total	\$	361,032

Facilities Maintenance

Education	\$	60,835,640
Restricted/Other	\$	0
Total	\$	60,835,640

Student Transportation

Education	\$	25,950,499
Restricted/Other	\$	1,896,000
Total	\$	27,846,499

School Police

Education	\$	4,632,306
Restricted/Other	\$	405,000
Total	\$	5,037,306

Food Services

Education	\$	0
Restricted/Other	\$	21,861,054
Total	\$	21,861,054

Subtotal Chief Operating Officer

Education	\$	94,858,184
Restricted/Other	\$	24,162,054
Total	\$	119,020,238

Chief Financial Officer

Chief Financial Officer

Education	\$	5,274,806
Restricted/Other	\$	611,700
Total	\$	5,886,506

Subtotal Chief Financial Officer

Education	\$	5,274,806
Restricted/Other	\$	611,700
Total	\$	5,886,506

Fringe Benefits

Education	\$	121,292,895
Restricted/Other	\$	16,161,877
Total	\$	137,454,772

Debt Service

Education	\$	11,770,017
Restricted/Other	\$	0
Total	\$	11,770,017

Contingency Reserve

Education	\$	10,000,000
Restricted/Other	\$	0
Total	\$	10,000,000

Deficit Reduction

Education	\$	35,000,000
Restricted/Other	\$	0
Total	\$	35,000,000

Edison Schools

Education	\$	17,200,000
Restricted/Other	\$	2,500,000
Total	\$	19,700,000

Total Expenses

Education	\$	20,683,593
		<u>820,731,135</u>
Restricted/Other	\$	143,265,812
Total	\$	<u>963,949,405</u>
		<u>963,996,947</u>

SECTION 2. AND BE IT FURTHER RESOLVED, The foregoing amounts in summary are funded from the following sources:

City of Baltimore	\$	207,555,000
		<u>207,602,545</u>
State of Maryland		617,377,888
Federal		<u>131,012,293</u>
		<u>131,012,290</u>

Other	8,004,224
	<u>\$ 963,949,405</u>
	<u>963,996,947</u>

SECTION 3. AND BE IT FURTHER RESOLVED, That the Capital Budget of the Baltimore City Public School System consists of \$39,282,000 for the fiscal year ending June 30, 2005. Sources of these funds are \$16,000,000 from the City of Baltimore General Obligation Bonds, \$8,896,000 from the Baltimore City Public School System Bonds, and \$14,386,000 from the State of Maryland.

The uses of these capital funds are for the following projects:

Systemics	\$ 13,795,000
Asbestos Abatement	\$ 500,000
Highlandtown	\$ 5,501,000
Abbottston	\$ 1,000,000
Leith Walk	\$ 1,015,000
Dunbar	\$ 1,000,000
School for the Arts	\$ 5,875,000
Digital Harbor	\$ 8,429,000
Reallocation to Construction and closeout	\$ 2,167,000

SECTION 3 4. AND BE IT FURTHER RESOLVED, That when enacted, this Resolution shall be certified to the State Superintendent of Schools.

SECTION 4 5. AND BE IT FURTHER RESOLVED, That this Resolution takes effect July 1, 2005 2004.

Approved September 21, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-058
(Council Bill 04-1542)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

Condolences to the Mayor and Citizens of Beslan, Russia

FOR the purpose of offering the heartfelt sympathies of the Mayor, City Council, and citizens of Baltimore to the Mayor and citizens of Beslan, Russia, in their bereavement over the loss of the 338 men, women, and children who perished in tragedy and unspeakable violence, at the hands of cowardly enemies of the free world.

Recitals

On Wednesday September 5, 2004, armed and masked men and women burst into Beslan's Middle School No. 1 during a ceremony to mark the first day back after summer holidays. By Friday night, a total of 338 men, women, and children had been killed in the melee.

The negative impacts of terrorism affect us all. Attacks on the innocent strike a nerve that is felt throughout the world. The Mayor and City of Baltimore wish to send condolences to all who have suffered through this tragic

event and want to show their support to the citizens and Mayor of the town of Beslan, who have lost loved ones, friends, and children at the hands of cowardly terrorists.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the Mayor, City Council, and citizens of Baltimore offer their heartfelt condolences to the Mayor and citizens of Beslan, Russia, in their bereavement over the loss of the 338 men, women, and children who perished in tragedy and unspeakable violence, at the hands of cowardly enemies of the free world.

AND BE IT FURTHER RESOLVED, That a copy of this Resolution be sent to the Mayor and citizens of Beslan, Russia, the Mayor of Baltimore, and the Mayor's Legislative Liaison to the City Council.

Approved September 21, 2004

MARTIN O'MALLEY, Mayor

**CITY OF BALTIMORE
RESOLUTION 04-059
(Council Bill 04-1512)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL CONCERNING

**Maryland Department of Transportation –
County Transportation Revenue Bonds**

FOR the purpose of authorizing the Mayor and City Council of Baltimore to enter into an agreement with the Maryland Department of Transportation in connection with the participation by the City in the proceeds derived from the sale of certain bonds, to be known as Department of Transportation of Maryland – County Transportation Revenue Bonds – Series 2004, and to be issued pursuant to State Transportation Article, Title 3, Subtitle 5; and authorizing the City to take any other action that may be necessary and proper to secure the share to which it is entitled of the proceeds derived from the sale of these bonds.

Recitals

State Transportation Article, Title 3, Subtitle 5 (the "Enabling Law") authorizes the Maryland Department of Transportation (the "Department") to issue its bonds and to provide the Mayor and City Council of Baltimore (the "City") with funds to finance the City's share of the cost of certain transportation facilities, subject to the condition that the City enter into an appropriate agreement with the Department to secure the payment of the City's proportionate share of the principal of and interest on the bonds.

The City has notified the Department of its desire to participate in the proceeds of the series of bonds to be issued by the Department in the fiscal year beginning July 1, 2004, to the extent of \$30,000,000.

The Department has submitted to the City a proposed agreement to comply with the requirements of the Enabling Law. A copy of that proposed agreement is attached to and made a part of this Resolution.

SECTION 1. BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Mayor and City Council authorizes and approves the proposed agreement between the Maryland Department of Transportation and the Mayor and City Council of Baltimore, in substantially the form attached to this Resolution, for the participation by the Mayor and City Council, to the extent of \$30,000,000, in the proceeds of a bond issue to be known as Department of Transportation of Maryland – County Transportation Revenue Bonds – Series 2004, as part of a

financing program for certain transportation facilities under State Transportation Article, Title 3, Subtitle 5, with the proceeds to be used to finance (including reimbursement for) the City's share of the cost of certain transportation facilities (as defined in State Transportation Article § 3-101), and to pay the City's share of all the necessary expenses of preparing, printing, executing, issuing, delivering, and selling the bonds (including, but not limited to, professional fees).

SECTION 2. AND BE IT FURTHER RESOLVED, That, when executed by the Mayor or the Director of Finance, the agreement constitutes a binding contract between the Maryland Department of Transportation and the Mayor and City Council of Baltimore, in accordance with its terms.

SECTION 3. AND BE IT FURTHER RESOLVED, That the Mayor and the Director of Finance are authorized to take any other action that might be necessary and proper to secure for the City its share of the bond issue, in accordance with State Transportation Article, Title 3, Subtitle 5.

SECTION 4. AND BE IT FURTHER RESOLVED, That this Resolution takes effect on the date it is enacted.

**DEPARTMENT OF TRANSPORTATION OF MARYLAND
COUNTY TRANSPORTATION REVENUE BONDS
SERIES 2004**

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made as of this ____ day of _____, 2004, by and between the DEPARTMENT OF TRANSPORTATION OF MARYLAND (the "Department") and the MAYOR AND CITY COUNCIL OF BALTIMORE (the "Participant").

INTRODUCTION

Subtitle 5 of Title 3 of the Transportation Article of the Annotated Code of Maryland (enacted by Chapter 539 of the Laws of Maryland of 1993) (the "Act") authorizes the Department to issue County Transportation Revenue Bonds to finance the Participant's (and other counties') share of the cost of certain Transportation Facilities, as defined in Section 3-101 of the Transportation Article. County Transportation Revenue Bonds issued under Subtitle 5 are obligations of the Participant and the other participating counties and are not obligations of the State of Maryland or the Department.

The Department has prepared and distributed to the Participant and other subdivisions of the State information concerning participation in the proceeds of the Bonds (as defined below). In response, the Participant submitted to the Department a request that the Department issue Bonds to fund certain Transportation Facilities described in that request for which the Participant has responsibility (the "Transportation Facilities"). The Department has approved that request.

As required by Section 3-517 of Subtitle 5, the Department and the Participant have entered into this Participation Agreement to describe the source and nature of the revenues the Participant will pledge to repay the Bonds and to set forth the other relevant terms and conditions of the bond issue. The Participant has duly adopted an ordinance or resolution authorizing the execution and delivery of this Participation Agreement and has complied fully with the provisions of the Act, including, without limitation, Section 3-516 of that subtitle.

The Department proposes to issue and sell its Department of Transportation – County Transportation Revenue Bonds, Series 2004 (the "Bonds") in an aggregate principal amount of up to \$30,000,000, which will be sufficient, together with any other funds available therefor, for the purpose of paying (1) the Participant's share of the cost of the Transportation Facilities, (2) the cost of the issuance of the Bonds, and (3) the Participant's share of the

Department's cost of administering the program established under the Act to the extent that such costs are attributable to this issue of the Bonds. The Bonds will be issued pursuant to the Act.

AGREEMENTS

In consideration of the premises and in accordance with applicable law, the parties hereto agree as follows:

1. The Bonds. Subject to the terms and conditions in this Section 1, as soon as practicable after the date hereof, the Department will sell the Bonds. The Bonds shall be dated as of a date to be determined by the Department, shall bear interest payable semi-annually accruing from the date of the Bonds, shall mature not later than 15 years after the date of their issue, shall bear interest at the rate or rates agreed upon by the purchasers of (or, in the case of a public sale, designated by the successful bidder for) the Bonds and accepted by the Secretary of Transportation of Maryland, and may be subject to prior redemption by the Department in the circumstances and at prices specified by it prior to the issuance thereof and subject to the provisions of this Participation Agreement.

The obligation of the Department to issue any of the Bonds is subject to its absolute discretion to determine when and under what conditions the Bonds shall be issued, the form and contents thereof and of any official statement issued with respect thereto. The Department may, in its absolute discretion, determine not to issue and sell the Bonds.

2. Use of Proceeds. In the event that the Bonds are issued, then promptly after settlement therefor and delivery thereof, the Department will cause the proceeds to be applied as follows:

(a) There shall first be deducted from the proceeds and paid to the Department an amount to reimburse the Department for: (1) all expenses incurred by the Department in connection with effecting the issuance of the Bonds, including, but not limited to, expenses of printing, advertising, delivery, and financial, administrative and legal fees; and (2) the Department's costs of administering the program established under the Act to the extent that such costs are attributable to this issue of Bonds.

(b) The use of any premium received on the bonds as a result of the sale is subject to the discretion of the participant. The premium may offset debt service, may reduce par value, or may be applied to the cost of the Transportation Facilities.

(c) The balance of the proceeds shall be used by the Department to pay the Participant's share of the costs of the Transportation Facilities. The Department shall retain the Participant's share of the net proceeds of the Bonds and remit to the Director of Finance or other designated Fiscal Officer of the Participant amounts in reimbursement for payments made by the Participant to contractors or other third parties for the Transportation Facilities approved by the Department. The Department expects to remit payment to the Participant within 30 days after the Department has received a reimbursement request, together with written verification satisfactory to the Department that the Participant has paid the contractor or other third party for the work. The Department may require an audit, at the Participant's expense, of the Participant's records to verify the expenditures of Bond proceeds.

3. Reimbursement Schedule. To enable the Department to comply with provisions in the Internal Revenue Code restricting the investment of Bond proceeds, the Participant shall, on or before the date of sale of the Bonds, provide the Department with a projected schedule of reimbursement requests in a form satisfactory to the Department. The term and nature of the investment of the bond proceeds will be based on the reimbursement schedules so submitted.

4. Bonds Are Obligation of the Participant. The Participant acknowledges and agrees that the Bonds are solely and exclusively the obligations of the Participant. Neither the State of Maryland nor the Department is

obligated to pay the principal of or interest on the Bonds. Neither the faith and credit nor the taxing power of the State of Maryland or the Department is pledged to the payment of the principal of or the interest on the Bonds.

5. Payment of the Bonds and Pledge of Highway User Revenues. The Participant hereby covenants and agrees that it will pay the debt service due and payable on the Bonds so long as the Bonds are outstanding. Specifically, the Participant hereby pledges its share of Highway User Revenues under Subtitle 4 of Title 8 of the Transportation Article to the payment of the Bonds. The Participant further authorizes the State Comptroller and the State Treasurer to withhold the Participant's share of Highway User Revenues and to pay the amount of such moneys necessary to pay debt service on the Bonds to the Department or to any trustee or other person designated for that purpose by the Department.

In the event that the Participant's share of Highway User Revenues is inadequate to provide for the payment of any installment of debt service due on the Bonds at any time, the Participant hereby covenants and agrees that it will pay any amount due from other revenues of the Participant lawfully available for such purpose.

The Participant hereby acknowledges and agrees that the Department may pledge or assign all or a portion of the Department's rights under this Participation Agreement to guarantee repayment of the bonds.

6. Sinking Fund. To provide for the payment of the Bonds, the Department may establish a separate account designated "County Transportation Revenue Bonds, Series 2004 Sinking Fund," or other appropriate designation (the "Sinking Fund"), to which will be credited any accrued interest received upon settlement for the Bonds. In the Department's discretion, the Sinking Fund may be held and maintained by the State Comptroller or by a trustee or other person designated by the Department. Pursuant to the Participant's authorization granted under this Agreement, the Department will cause the State Comptroller to credit and transfer to the Sinking Fund the amounts withheld by him from distribution to the Participant as provided below.

The Comptroller shall withhold, during each fiscal year, from Highway User Revenues allocated to, or held for the credit of, the Participant under Subtitle 4 of Title 8 of the Transportation Article, an amount which is at least equal to the Participant's debt service payable on the Bonds by the Department in the current fiscal year and in the next succeeding fiscal year (the "Participant's Debt Service Requirement"). All funds so allocated to, or held for the credit of, the Participant shall be so withheld until an amount that is at least equal to the Participant's Debt Service Requirement shall have been accumulated. In each fiscal year (or in the discretion of the Department, in the six-month period immediately preceding the beginning thereof) the Comptroller shall withhold from the funds allocated to, or held for the credit of, the Participant, the amount necessary to maintain in the Sinking Fund an amount which is at least equal to the Participant's Debt Service Requirement. Participant's share of interest and gain, if any, realized on investments in the Sinking Fund (unless required to be rebated to the United States) shall be credited to the Participant's Debt Service Requirement.

All payments on account of debt service payable on the Bonds by the Department shall be made from the Sinking Fund. The Department or its designee shall keep accurate records of the total deposits and disbursements credited and charged to the Sinking Fund, and of the deposits and disbursements made on behalf of the Participant.

In the event deposits to the Sinking Fund shall be continuously made as herein provided, the authority to withhold hereby conferred on the Comptroller shall terminate not later than the end of the fiscal year next preceding the fiscal year of the final maturity of the Bonds.

The Department shall have the right from time to time, in its discretion, to invest any and all monies credited to the Sinking Fund in accordance with applicable State law. Any profit realized from such investment shall be credited to the Sinking Fund and any loss resulting from such investment shall be charged to the Sinking Fund.

The Participant shall be entitled to reimbursement of any balance (after payment of all costs and fees in connection therewith) remaining in the Sinking Fund, after all of the Bonds shall have matured and been paid, or provision made for such payment.

In the event the Participant shall elect to pay debt service, as set forth above, from the proceeds of taxes to be levied by it directly or other revenues, the Participant shall notify the Department and the Comptroller, in writing, not later than the first day of January in the calendar year in which the Participant proposes to make such payments and, upon receipt of such notice, the Comptroller shall not withhold in accordance with this Section 6 any of the Highway User Revenues allocated to, or held for the credit of, the Participant after the first day of July in such year, unless and until the Comptroller shall receive further written notice from the Participant so to withhold, or unless and until the Comptroller shall receive written notice from the Department that the Participant has failed to make the necessary deposit into the Sinking Fund, at the times and in the amounts necessary to maintain it.

7. Termination and Redemption. The Participant may prepay and terminate its obligations under this Agreement upon at least 30 days' written notice to the Department (or such fewer number of days as shall be acceptable to the Department) and payment to the Department of the prepayment price set forth below, together with an amount to reimburse the Department for any costs or expenses it incurs in connection with such prepayment (including, without limitation, any fees of Bond Counsel, Financial Advisor, Verification Agent or other advisor to the Department).

The prepayment price shall be an amount determined by the Department to be equal to: (A) the sum of (i) the Participant's principal amount of the Bonds, (ii) interest accrued and to accrue on such principal amount until the date on which Bonds in an amount equal to the Participant's principal amount of the Bonds are redeemed or retired, calculated at the rate or rates of interest borne by such Bonds, (iii) redemption premiums, if any, payable upon the redemption of the Bonds, and (iv) any amounts to be rebated to the United States in connection with interest earned on the Bonds, less (B) the amount accumulated in the Sinking Fund.

The prepayment price shall be deemed to be paid within the meaning of this section upon deposit with the Department of either (1) cash or cash equivalents sufficient to cover such prepayment price without investment or (2) Government Obligations (as defined in the State Finance and Procurement Article 6-222 of the Annotated Code of Maryland) maturing as to principal and interest on such dates and in such amounts as shall be sufficient without reinvestment to pay the principal amount of the Bonds to be redeemed or retired, together with the interest accrued and to accrue on such Bonds to the date of such redemption or retirement and any redemption premiums payable upon the redemption of such bonds.

Prior to any defeasance by the Participant becoming effective under this section there shall have been delivered to the Department an opinion, certification or verification report from a nationally recognized firm reasonably acceptable to the Department stating that any deposit of cash or of Government Obligations made pursuant to this section is sufficient to defease the Participant's portion of the Bonds in accordance with the terms hereof.

Prepayments shall be applied to the redemption of a proportionate share of each maturity of the Bonds on the earliest practicable redemption date following receipt by the Department of the prepayment price.

8. Other Covenants and Representations by the Participant. The Participant further covenants and represents as follows:

(a) there are no liens upon, or pledges of, the Participant's share of Highway User Revenues allocated to, or held for the credit of, the Participant under Subtitle 4 of Title 8 of the Transportation Article prior or superior to the withholding for the purposes of this Participation Agreement, which impair or interfere with the withholdings;

(b) the Participant will not pledge any such revenues nor create or permit the creation of any liens thereon prior, superior, or equal to the commitments made by it hereunder, subject to the provisions of Section 9 of this Agreement, and will not do or suffer to be done any act or thing which will impair or interfere with the security of the Bonds or which will impair or interfere with its ability or the ability of the Department, the Comptroller and the Treasurer, or any trustee to perform in accordance with this Participation Agreement;

(c) the Participant has complied fully with the Act, including, without limitation, the requirements of Section 3-516 of the Act;

(d) the Participant will comply fully with Subtitle 4 of Title 8 of the Transportation Article, as amended from time to time, including the requirement that the Participant certify to the State Highway Administration that it will use Highway User Revenues in compliance with all applicable laws; and

(e) by the issuance of the Bonds by the Department, no debt limit or referendum requirements will be exceeded or violated and the Participant's involvement in such bond issue will not require approval by its qualified voters.

9. Pledge of Net Highway User Revenues for Other Borrowings of Participant.

(a) It is expressly understood by both parties to this Agreement that the covenants and representations made by the Participant herein with respect to pledges of Highway User Revenues shall not preclude the Participant from having made or making temporary borrowings through the issuance of Highway User Revenue anticipation notes, or any other debt issuance, the payment of which is secured by the net amount of Highway User Revenues distributed to the Participant after withholding by the Department and the State Comptroller of the annual Participant's Bonds Debt Service Requirement and the Participant's obligations under any other participation agreements with the Department relating to County Transportation Bonds or County Transportation Revenue Bonds.

(b) It is also expressly understood by both parties to this Agreement that the covenants and representations made by the Participant herein with respect to pledges of Highway User Revenues shall not preclude the Participant from having made or making borrowings through the issuance of its Stormwater Special Revenue Bond (West Branch Moores Run Stormwater Project), Series 2004 (issued in the original amount of \$6,881,961 to the Maryland Water Quality Financing Administration), or any other debt issuance, the payment of which is (i) secured by the net amount of Highway User Revenues distributed to the Participant after withholding by the Department and the State Comptroller of the annual Participant's Bonds Debt Service Requirement and the Participant's obligations under any other participation agreements with the Department relating to County Transportation Bonds or County Transportation Revenue Bonds or (ii) subject to annual appropriation by the Participant.

10. Agreements for Benefit of Bondholders; Bonds Are Parity Bonds. It is hereby agreed that the provisions of this Participation Agreement shall and are intended to be for the benefit and security of the bona fide holders from time to time of the Bonds and that the covenants therein and herein contained shall be enforceable by such holders to the same extent as though they were parties to this Participation Agreement. The Participant's allocation of Highway User Revenues will be applied proportionately to pay debt service on the Bonds and on all series of County Transportation Bonds and County Transportation Revenue Bonds issued under Subtitle 3 or Subtitle 5 of Title 3 of the Transportation Article in which the Participant participated or will participate in the future.

11. Validity. It is hereby agreed that the parties hereto will take all action within their respective delegated powers to assure the legal validity of this Participation Agreement and of the Bonds and that, in the event further legislation by the General Assembly of Maryland should at any time be deemed necessary to assure such validity, they will use their best efforts to obtain the passage of such legislation.

12. Approval. This Participation Agreement shall become effective when duly authorized and executed by both parties hereto.

13. Rebate Fund. The Department may cause to be created on the books of the State Treasurer's Office a Rebate Fund, the complete designation of which shall be "Department of Transportation - County Transportation Revenue Bonds, Series 2004, Rebate Fund." The Rebate Fund shall be held by the State Treasurer or a trustee or other person designated for that purpose by the Department. To the extent that the Department determines, upon the advice of bond counsel, that it is necessary or desirable in order to assure and maintain the exemption from federal income taxation of interest on the Bonds that certain interest earnings on amounts held in connection with the issuance of the Bonds be rebated to the United States, the State Treasurer (or other holder of the Fund) shall, upon the written direction of an authorized officer of the Department, transfer from any fund or account created in connection with the Bonds to the Rebate Fund the amount specified in such written direction, which amount shall be determined in consultation with bond counsel.

Amounts on deposit in the Rebate Fund from time to time required to be rebated to the United States shall be applied by the State Treasurer (or other holder of the fund) to the payment of such rebates and shall not be charged with the payment of principal or interest on the Bonds. If the Department determines, upon the advice of bond counsel, that any amounts on deposit in the Rebate Fund are not required for the payment of such rebates, the State Treasurer (or other holder of the fund) may pay over or transfer such amount (as the case may be) to the Sinking Fund or otherwise as the Department directs.

14. Ordinance or Resolution. The execution of this Agreement has been duly authorized by an ordinance or resolution, which has been duly adopted by the Participant and is in full force and effect.

15. Relating to Federal Tax. The Participant covenants that it shall comply with the provisions of the Internal Revenue Code of 1986 (as amended to the effective date of this Agreement and regulations promulgated thereunder), including, without limitation, compliance with the provisions regarding the timing of the expenditure of the proceeds of the Bonds, the use of such proceeds, the restriction of investment yields, the filing of information with the Internal Revenue Service, and the rebate of certain earnings resulting from the investment of the proceeds of the Bonds. The Participant further covenants that it shall make such use of its share of the proceeds of the Bonds, regulate the investment of such proceeds, and take, or refrain from taking, such other and further actions as may be required of it by the Department from time to time, to the extent deemed necessary or appropriate by bond counsel to the Department, so as to maintain the exemption from Federal income taxation of interest on the Bonds.

16. Relating to Arbitrage, Private Activity Bond, and Reimbursement Restrictions.

A. As of the date hereof, the Participant reasonably expects the following with respect to the proceeds from sale of the Participant's share of the issue including costs of issuance ("sale proceeds"):

1. within six months after the date of issue of the Bonds, the Participant will incur binding obligations to expend, with respect to the Transportation Facilities to be financed with the proceeds of the Bonds, an amount at least equal to five percent (5%) of the sale proceeds of the Bonds:

2. after incurring the binding obligation described in this Section, completion of the Transportation Facilities and expenditure of the sales proceeds of the Bonds will proceed with due diligence.

3. one hundred percent (100%) of the sale proceeds will be expended on the Transportation Facilities within three (3) years after the date of issue of the Bonds.

4. none of the Transportation Facilities financed with the proceeds of the Bonds will be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Bonds.

B. Not more than five percent (5%) of the Participant's share of the sale proceeds of the Bonds will be used directly or indirectly to make or finance loans.

C. On the basis of the reasonable expectations of the Participant, the proceeds of the Bonds paid to the Participant will not be used in a manner that would cause the Bonds to be either "arbitrage bonds" under Section 148 of the Internal Revenue Code, as amended, and the Arbitrage Regulations or "Private Activity Bonds" under Section 141 of the Internal Revenue Code, as amended. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances, which would materially change the foregoing conclusion.

D. For purposes of this Section 16, the term "Arbitrage Regulations" means Treasury Regulations §§ 1.148-1 through 1.148-10.

E. The Participant shall comply fully with Treasury Regulation § 1.150-2, concerning the use of Bond proceeds for reimbursement of prior expenditures.

F. Prior to sale of the Bonds, the Participant agrees to execute and deliver to the Department a certificate or other documentation satisfactory to the Department confirming the matters contained in this Section 16.

17. Fiscal Officer of Participant. The Participant represents that it will designate the Fiscal Officer of Participant that is authorized by law to receive and hold custody of all monies due and payable to the Participant under this Agreement and to certify as provided in Sections 8 (d) and 16 hereof. Any payments hereunder shall be deemed to have been made to the Participant if made to the designated Fiscal Officer of Participant.

18. Rules of Construction.

A. Unless otherwise specified, the words "hereof", "herein", "hereunder", "hereto", "thereof", "therein", "thereunder", "thereto" and other words of similar import, when used in this Agreement, refer to this Agreement, and when used in each of the other documents, refer to each of the other documents in their entireties.

B. The term "agree" and "agreements" are intended to include and mean "covenant" and "covenants."

C. The headings of the Articles, Sections and other subsections of each document are provided only for convenience of reference and shall not be considered in any way in construing the contents of any of the documents or any part thereof.

D. All references made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

19. Notices. Any notice or other instrument authorized or required to be given pursuant to this Participation Agreement shall be sent by telex or other telecommunication device capable of creating a written record and shall be delivered personally or sent by registered or certified mail, postage prepaid, addressed as follows (or to such other address as may be designated by written notice given hereunder):

In the case of the Department:

Director, Office of Finance
Maryland Department of Transportation
7201 Corporate Center Drive
P.O. Box 548
Hanover, Maryland 21076

In the case of the Participant:

Director of Finance
Department of Finance
452 City Hall
100 Holliday Street
Baltimore, Maryland 21202

20. Maryland Law. This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESS:

DEPARTMENT OF TRANSPORTATION OF MARYLAND

By _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS _____ DAY OF _____, 2004.

By _____
Assistant Attorney General

WITNESS:

MAYOR AND CITY COUNCIL OF BALTIMORE

By _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS _____ DAY OF _____, 2004.

By _____
City Solicitor

Approved October 6, 2004

MARTIN O'MALLEY, Mayor

INDEX

	ORDINANCE	PAGE
A		
Abbotston Street (1635) - Property sale (City sells)	04-798	493
Abbotston Street (1704) - Property sale (City sells)	04-798	493
Albemarle Street portion of right-of-way, located at rear of Eastern Avenue (801) - private ornamental fence and gate - Franchise	04-721	274
Alleys (former beds of 2 10-foot) lying within the area bounded by Holabird Avenue, Rappallo Street, Eastbourne Avenue, and Savage Street - Property sale (City sells)	04-669	112
Amusement devices licensing, registration, and regulations provisions	04-706	213
Appropriations - Supplementary - Aging and Retirement Education, Commission on - Account #9904-127-067 - \$68,000	04-821	573
Comptroller, Office of - Program 132 - \$172,096.37	04-776	368
Fire Department - Program 212 - \$3,020,000	04-778	370
Program 319 - \$2,528,000	04-729	321
Program 319 - \$1,000,000	04-779	371
Health Department - Program 300 - \$50,000	04-731	323
Program 304 - \$100,000	04-730	322
Program 304 - \$656,000	04-780	372
Program 306 - \$50,000	04-732	324
MR-Miscellaneous General Expenses - Baltimore City Public School System - \$42,000,000	04-652	51
Mayorality Related - Office of Employment Development - Program 639 - \$1,000,000	04-777	369
Orphans' Court - Program 112 - \$17,869	03-644	42
Police Department - Program 200 - \$1,800,000	04-736	328
Program 200 - \$1,645,093	04-781	373
Program 201 - \$3,500,000	04-733	325
Program 201 - \$3,237,224	04-782	374
Program 201 - \$6,865,998.76	04-877	805
Program 201 - \$579,251.94	04-879	807
Program 201 - \$465,000	04-880	808
Program 202 - \$2,500,000	04-735	327

Program 202 - \$1,615,921	04-783	375
Program 202 - \$2,176,850	04-878	806
Program 204 - \$5,134,350	03-645	43
Program 204 - \$1,700,000	04-734	326
Program 204 - \$1,600,000	04-784	376
Program 204 - \$1,976,266	04-785	377
Program 207 - \$742,496	04-786	378
Public Works, Department of -		
Account #525-648 - \$1,000,000	04-746	338
Account #526-625 - \$900,000	04-747	339
Account #526-648 - \$700,000	04-748	340
Account #9916-194-149 - \$280,000	04-737	329
Account #9916-197-053 - \$360,000	03-643	41
Account #9916-197-132 - \$410,000	03-646	44
Account #9948-517-042 - \$14,000,000	03-640	31
Program 193 - \$6,266,000	04-739	331
Program 193 - \$6,758,000	04-787	379
Program 198 - \$30,200	04-789	381
Program 198 - \$114,000	04-790	382
Program 513 - \$ 890,000	04-775	367
Program 515 - \$800,000	04-738	330
Program 515 - \$7,225,000	04-788	380
Program 515 - \$500,000	04-791	383
Program 516 - \$156,000	04-792	384
Program 552 - \$3,000,000	04-853	722
Recreation and Parks, Department of -		
Account #474-651 - \$200,000	04-749	341
Account #474-657 - \$150,000	04-750	342
Account #474-671 - \$120,000	04-751	343
Account #475-624 - \$278,000	04-752	344
Account #9938-474 - \$395,000	04-743	335
Account #9938-474-488 - \$515,000	04-740	332
Program 478 - \$750,000	04-741	333
Program 478 - \$300,000	04-753	345
Program 480 - \$500,000	04-742	334
Program 480 - \$973,000	04-794	386
State's Attorney Office -		
Program 115 - \$ 400,000	04-744	336
Program 115 - \$1,500,000	04-793	385
Transportation, Department of -		
Account #504-165 - \$300,000	04-755	347
Account #504-200 - \$300,000	04-756	348
Account #504-300 - \$300,000	04-757	349
Account #506-523 - \$100,000	04-758	350
Account #507-311 - \$3,100,000	04-759	351
Account #507-416 - \$1,000,000	04-760	352
Account #509-091 - \$ 500,000	04-761	353
Account #509-255 - \$1,000,000	04-762	354
Account #509-882 - \$400,000	04-763	355
Account #509-989 - \$1,000,000	04-764	356
Account #514-058 - \$ 800,000	04-765	357
Account #514-200 - \$500,000	04-766	358

Account #514-215 - \$350,000	04-767	359
Account #514-664 - \$1,200,000	04-768	360
Account #527-106 - \$500,000	04-769	361
Account #527-117 - \$235,000	04-770	362
Account #527-146 - \$500,000	04-771	363
Account #527-173 - \$660,000	04-772	364
Account #527-186 - \$137,000	04-773	365
Account #527-200 - \$230,000	04-774	366
Program 195 - \$250,000	04-745	337
Program 500 - \$476,000	04-754	346
Appropriations - Tax Increment Financing -		
Housing and Community Development, Dept. of -		
Account #9910-601-575 - \$9,900,000	04-846	671
Transportation, Department of -		
Account #9950-508-438 - \$3,000,000	04-836	633
Ashland Avenue (2303) - Property sale (City sells)	04-798	493
Ashland Avenue (2306) - Property sale (City sells)	04-798	493
Ashland Avenue (2319) - Property sale (City sells)	04-798	493
Ashland Avenue (2401) - Property sale (City sells)	04-798	493
Ashland Avenue (2403) - Property sale (City sells)	04-798	493
Auchentoroly Terrace Historic District designated	04-815	557
B		
B & O Railroad Museum Loan - \$1,000,000 - Bond Issue	04-711	230
Baltimore Benefits Commission established	04-890	942
Baltimore City Charter - Amend -		
Article III, § 1(b)	Res. 04-053	954
Article III, § 2(a)	Res. 04-049	949
Article III, § 6	Res. 04-055	956
Article IV, § 1(a)	Res. 04-049	949
Article V, § 1(a)	Res. 04-049	949
Article VII, §§ 96, 98(a)	Res. 04-054	955
Article VII, §§ 114 through 116	Res. 04-056	957
Baltimore City Code - Add -		
Article 1, §§ 22-1 through 22-7 to be under the subtitle designation Subtitle 22	04-820	563
Article 1, § 41-14(2)(§ 40-9)	04-683	173
Article 1, § 41-14(2)(§ 47-5)	04-675	158
Article 1, §§ 50-1 through 50-6	04-890	942
Article 6, § 7-27	04-654	85

Article 6, § 7-29	04-812	553
Article 6, § 7-29	04-815	557
Article 6, § 7-29	04-888	938
Article 6, § 12-12	04-657	89
Article 6, § 12-12	04-658	90
Article 6, § 12-12	04-696	197
Article 6, § 12-12	04-699	205
Article 6, § 12-14	04-814	556
Article 8 in its entirety	04-795	387
Article 15, §§ 2-11 through 2-19	04-706	213
Article 15, §§ 15-1 through 15-21 to be under the subtitle designation Subtitle 15	04-801	505
Article 19, § 47-5	04-675	158
Article 22, § 25	04-882	812
Article 22, § 34(r-1)	04-889	939
Article 23, § 11-3(c-1)	04-672	116
Article 28, § 10-15	04-664	102
Article 28, § 16-2	04-727	310
Article - Building, Fire, and Related Codes, § 2-103 (IBC §§ 101.5, 1003.3.3.13, and 3314.3)	04-672	116
Article - Building, Fire, and Related Codes, § 8-102 (IFC § 511)	04-803	514
Article - Health, §§ 4-611 and 4-612 to be under the new Part III. Public School Water Fountains	04-647	45
Article - Zoning, §§ 1-112.1, 1-114.1, 1-123.1, 1-123.2, 1-153.1, 1-168.1, 1-182.1, 1-182.2, 1-194.1, 1-194.2, 14-309, 14-310	04-831	594
Article - Zoning, §§ 1-193.1, 1-196.1, 6-309(13), 6-509(5), and 14-353	04-803	514
Article - Zoning, §§ 4-1201(2a), 5-201(2a), 6-206(8a), and 13-611	03-638	11
Article - Zoning, §§ 8-401 through 8-411, to be under the subtitle designation Subtitle 4	04-804	518
Article - Zoning, § 15-302	03-636	1
Article - Zoning, § 17-305	04-672	116
 Baltimore City Code - Amend -		
Article 1, §§ 2-3(a), 12-3(b), 23-4(b)(7), 26-4(c)(10), 26-6(10), and 31-1 through 31-5, to be under the new subtitle heading Subtitle 31	04-822	574
Article 1, §§ 21-2, 26-5(h) and (i), 26-6 (intro), 40-10, 40-14(e)(3) and (6), and 41-14(2)	04-672	116
Article 1, §§ 22-8 through 22-11	04-820	563
Article 1, § 40-14(e)(2)	04-854	723
Article 1, § 41-14(2)(§ 51-2) and 40-14(4)	04-683	173
Article 2, §§ 1-11, 1-12(a)(3) and (4), 1-14(a), 1-18(d)(1)(iii), 2-3(9) and (10), 6-3(3) and (4), 6-7(b)(5), 6-8(b)(1)(vi) and (vii), 6-9(b)(3) and (4), 6-14, and 9-3(b)(3)	04-672	116
Article 4, § 4-4	04-672	116
Article 5, §§ 25-8(b)(1), 25-9(b)(6), 26-1(c), 26-8(b)(1), and 26-9(b)(5)	04-672	116
Article 5, § 31-2(2)	04-822	574

	ORDINANCE	PAGE
Article 6, §§ 1-1(a), 3-1(d), 5-1(a) and (c), 5-2, and 10-24	04-672	116
Article 7, §§ 3-14, 21-1(x) and (y), 28-11, and 41-4(b)(3)	04-672	116
Article 8, §§ 3-5(k) and 5-3(d), (e), and (f)	04-672	116
Article 8, §§ 3-7 and 5-2(a)(10)	04-822	574
Article 8, §§ 3-20(d), 3-24(b), and 7-1(c)	04-822	574
Article 11, §§ 4-4(a) and 4-8	04-672	116
Article 12, §§ 1-1(g) and 5-2	04-672	116
Article 12, § 2-2(c)	04-822	574
Article 13, § 2-14(c)	04-795	387
Article 13, §§ 4-11, 5-19, 11-1, 11-2, 11-4	04-832	601
Article 14, §§ 1-7(e)(7), 1-13(b)(2), 1-20(c)(1), 6-11(b)(2), and 7-11(b)(2)	04-672	116
Article 15, §§ 1-31, 11-10(b), 16-8(b), 22-16, and 41-10	04-672	116
Article 15, §§ 2-41, 2-42, 2-51, and 3-1(b)	04-706	213
Article 15, §§ 17-1 through 17-16	04-854	723
Article 15, §§ 47-1 and 47-2	04-854	723
Article 19, §§ 2-1, 8-16(c), 26-2(3), 27-2(intro), 43-10, and 47-2(intro)	04-672	116
Article 19, § 40-9	04-683	173
Article 19, §§ 47-5 through 47-7	04-675	158
Article 22, §§ 5(l)(2 nd par.), 6(c)(9)(1 st par.), 6(d)(9)(1 st par.), 6(f)(9)(1 st par.), 9(i)(2 nd - 4 th pars.), 9(i)(5)(1 st par.), 9(j)(5)(1 st par.), and 9(p)(5 th par.)	04-822	574
Article 22, §§ 5(l)(5 th and 8 th pars.), 9(p)(8 th and 11 th pars.), and 33(l)(12)	04-672	116
Article 22, §§ 11 and 38	04-882	812
Article 23, §§ 7-2(a), 7-3, and 11-2(b)	04-672	116
Article 25, §§ 17-2(a) and 21-7(b)	04-672	116
Article 26, §§ 8-6(a), 8-7(b)(1) and 10-8(a)	04-672	116
Article 26, §§ 10A-1, 10A-4(a), and 10A-5(a)	04-671	114
Article 28, §§ 10-2(d), 17-13(c), and 28-12(d)	04-672	116
Article 28, § 16-1	04-727	310
Article 28, § 16-2	04-891	945
Article 28, § 17-5	04-694	193
Article 28, § 21-2	04-845	669
Article 28, §§ 25-1 through 25-6	04-726	305
Article 28, §§ 25-11 through 25-22	04-728	311
Article 28, § 75	04-705	211
Article 31, §§ 6-27(c)(3), 10-10(d)(1), 22-16(b), and 36-22(a)	04-672	116
Article 31, § 18-8	04-683	173
Article - Building, Fire, and Related Codes, 2-103 (IBC §§ 101.4.2, 108.6.3a, 128.6, 202.2.24.2, 202.2.25, 3110.1, 3307.3, 3314.2, and 3501.2.2), 5-102 (IMC §§ 109.1 and 1501.2.2), 7-102 (IPMC §§ 102.3c, 106.3, 111.1, 301.4, 704.1, and 801.2.2), 8-102 (IFC §§ 108.5, 109.7, and 4501.2.2), and 9-102 (IECC § 901.2.2)	04-672	116
Article - Building, Fire, and Related Codes, § 2-103 (IBC §§ 105.1.4, 108.4, 108.5.1, 108.5.8, and 108.5.10)	04-805	521
Article - Building, Fire, and Related Codes, § 2-103 (IBC § 423.6)	04-803	514
Article - Health, §§ 2-307, 6-505(a)(1), and 10-715	04-672	116
Article - Health, § 7-202	04-692	185

Article - Zoning, §§ 1-107, 6-208(15), 6-306(71), 6-309(9), 6-406(57), 6-506(12) and (23), 7-306(56), 7-307(9)	04-831	594
Article - Zoning, § 1-110	04-706	213
Article - Zoning, §§ 6-205(d)(2), 6-208(15), 6-306(71), 6-406(57), 6-506(23), 7-306(56)	04-698	202
Article - Zoning, §§ 6-208(12)(ii), 6-306(10), 7-206(13), 11-424 ...	03-638	11
Article - Zoning, § 10-501	04-855	738
Article - Zoning, §§ 15-101, 15-102, 15-201, 15-202, 15-203, 15-204, 15-206, 15-208, 15-209, 15-211, 15-212, 15-214, 15-217, 15-218, 15-219, 15-301, 15-302	03-636	1
Article - Zoning, §§ 17-302, 17-303, and 17-304	04-672	116
Article - Zoning, Sheet 21	04-862	746
Article - Zoning, Sheet 56	04-655	87
Article - Zoning, Sheet 56	04-857	740
Article - Zoning, Sheet 56	04-865	793
Article - Zoning, Sheets 57 and 67	04-869	797
Article - Zoning, Sheet 66	04-666	109
Article - Zoning, Sheet 66	04-685	176
Article - Zoning, Sheet 66	04-870	798
Article - Zoning, Sheets 66 and 67	04-860	744
Article - Zoning, Sheet 67	04-817	560
Article - Zoning, Sheet 67	04-826	588
Article - Zoning, Sheets 67 and 77	04-708	225
Article - Zoning, Sheet 68	04-856	739
Article - Zoning, Sheet 75	04-834	630
Article - Zoning, Sheet 76	04-823	584
Baltimore City Code - Rename -		
Article - Health, Title 4, Subtitle 6 to be "Subtitle 6. Lead Poisoning"	04-647	45
Baltimore City Code - Renumber -		
Article 28, §75 of the Baltimore City Code 1983 Edition, as amended, to be Article 28, §§ 26-1 and 26-2	04-705	211
Article - Building, Fire, and Related Codes, § 2-103 (IBC § 101.5) to be § 2-103 (IBC § 101.6)	04-672	116
Article - Zoning, § 15-302 to be § 15-303	03-636	1
Baltimore City Code - Repeal -		
Article 1, §§ 22-1 through 22-7 and subtitle designation Subtitle 22	04-820	563
Article 1, §§ 42-1 through 42-4 and Subtitle 42	04-672	116
Article 8 in its entirety	04-795	387
Article 15, §§ 2-11 through 2-16	04-706	213
Article 15, §§ 16-1 through 16-13 and subtitle designation Subtitle 16	04-854	723
Article 19, §§ 50-21 through 50-23 and the part designation Part 3	04-854	723
Article 28, §§ 20-1 through 20-17 and Subtitle 20	04-728	311
Article 28, § 21-3	04-845	669
Article 28, § 26-1 through 26-3	04-705	211
Article 31, § 16-23	04-854	723

	ORDINANCE	PAGE
Article - Zoning, §§ 6-209(.5), 6-506(5), and 7-208(.5)	03-638	11
Article - Zoning, § 6-308(15)	04-698	202
Article - Zoning, § 13-606	04-831	594
Baltimore City Code Corrective Bill 2004	04-672	116
Baltimore City Public Schools Reports - Resolution of the Mayor and City Council	Res. 04-051	952
Baltimore Conservatory and Gardens to be the Howard Peters Rawlings Conservatory and Botanic Gardens of Baltimore - Naming City property	04-872	800
Baltimore Museum of Art Loan - \$500,000 - Bond Issue	04-712	235
Baltimore Street (E 1110/1112) - Property sale (City sells)	04-867	794
Bank Street (1208) - Zoning change	04-857	740
Bank Street (1212 and 1214, 1216-18, and 1220) and Central Avenue (S 302 and 318) - Zoning change	04-655	87
Barclay Greenmount Historic District is designated - Historical and Architectural Preservation District	04-812	553
Beason Street (1450) and Clement Street (E 1300) - Zoning change	04-860	744
Beason Street (1700) and Fort Avenue (E 1800) - Zoning change	04-708	225
Bentalou Street (N 621) - Property sale (City sells)	04-798	494
Better Waverly Historic District designated - Historical and Architectural Preservation District	04-654	85
Block 1946, Lot 18 (southernmost portion of the property) - also known as 1800 block of Webster Street - Zoning change	04-666	109
Block 4264, Lot 013; Block 4265, Lot 003, Block 4267, Lots 019 through 025 and 028; and Block 4275, Lots 008-023 (vicinity of Patterson and Wabash Avenues) - Property sale (City sells)	04-871	799
Block 5093, Lots 49, 60/61 and (if acquired by the applicant) a portion of Lot 62 - Parking lot	04-808	526
Bloede Avenue (portion of former bed of) - Property sale (City sells)	04-684	175
Board of Licenses for Street Entertainers is created	04-801	505
Boardroom in the Department of Planning to be the Phoebe B. Stanton Boardroom - Naming City property	04-802	513

Bond Issues -

B & O Railroad Museum Loan - \$1,000,000	04-711	230
Baltimore Museum of Art Loan - \$500,000	04-712	235
Community Development Loan - \$33,500,000	04-713	239
Economic Development Loan - \$29,875,000	04-714	244
Enoch Pratt Free Library Loan - \$2,600,000	04-715	249
Health Care for the Homeless Loan - \$1,300,000	04-716	253
Maryland Science Center Loan - \$700,000	04-717	257
National Aquarium in Baltimore - \$1,500,000	04-718	261
Public Buildings Loan - \$7,580,000	04-799	496
Recreation and Parks Loan - \$6,945,000	04-719	266
School Loan - \$34,000,000	04-800	500
Walters Art Museum Loan - \$500,000	04-720	270

Bonds -

Maryland Department of Transportation - County Transportation Revenue Bonds - \$30,000,000	Res. 04-059	966
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Bonds, Special Obligation -

Charles Village	04-848	687
North Locust Point	04-851	713

Bradford Street (N 704) - Property sale (City sells)	04-798	493
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Bradford Street (N 712) - Property sale (City sells)	04-798	493
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Brooklyn Business Area - Amendment 3 - Urban Renewal Plan	04-863	747
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Budget for Baltimore City

See Ordinance of Estimates

Building, Fire, and Related Codes - Fees and surcharges modified	04-805	521
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Buren Street (former bed of) and Monument Street (E 358) -

Property sale (City sells)	04-806	524
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Buren Street (former bed of, extending from Monument Street

southerly 14.5 feet) - Property sale (City sells)	04-651	50
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Buren Street, from Madison Street southerly to Monument Street -

Streets - close	04-689	180
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Buren Street, from Madison Street southerly to Monument Street -

Streets - open	04-688	179
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Bus passenger shelters, including those with advertising signs,
allowed as a permitted use in certain business districts and
generally relating to the regulation of bus passenger shelters and
general advertising signs - Zoning Code - Amendment

03-638	11
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C

Calvert Street (N 1123) - Property sale (City sells)	04-798	493
Camden Yards Stadium site former street beds - Property sale (City sells)	04-674	154
Canton Crossing - Amendment 2 - Planned Unit Development	03-641	32
Canton Crossing - Amendment 3 - Planned Unit Development	04-873	800
Cardiff Avenue, extending from Baylis Street westerly to Highland Avenue, from Highland Avenue westerly to Clinton Street, and a 19-foot alley - Property sale (City sells)	04-723	279
Cardiff Avenue, extending from Baylis Street westerly to Highland Avenue, from Highland Avenue westerly to Clinton Street, and a 19-foot alley laid out in the rear of 1501/05 through 1555 South Clinton Street - Streets - close	04-691	183
Cardiff Avenue, extending from Baylis Street westerly to Highland Avenue, from Highland Avenue westerly to Clinton Street, and a 19-foot alley laid out in the rear of 1501/05 through 1555 South Clinton Street - Streets - open	04-690	182
Caroline Street (S 700) - Zoning change	04-817	560
Carswell Street (1601) - Property sale (City sells)	04-798	493
Carswell Street (1742) - Property sale (City sells)	04-798	493
Carswell Street (1744) - Property sale (City sells)	04-798	493
Central Avenue (S 302 and 318) and Bank Street (1212 and 1214, 1216-18, and 1220) - Zoning change	04-655	87
Certain alleys (former beds of) lying within the area bounded by Ramsay, Poppleton, Ryan, McHenry, and Parkin Streets and the former bed of Ramsay Street - Property sale (City sells)	04-818	561
Certain streets and alleys (former beds of) bounded by Ramsay, Poppleton, McHenry, and Parkin Streets - Property sale (City sells)	04-656	87
Certain streets and alleys lying within the Middle East Urban Renewal Project - Streets - close	04-843	665
Certain streets and alleys lying within the Middle East Urban Renewal Project - Streets- open	04-842	662

Certain streets or portions of them lying within the area bounded by Monument Street, Constitution Street, Exeter Street, Hillen Street, the Orleans Street Viaduct, and the Fallsway - Streets - close	04-841	660
Charles/North Revitalization Area - Amendment 5 - Urban Renewal Plan	04-695	195
Charles Village Development District is created	04-849	694
Charles Village Special Obligation Bonds	04-848	687
Charles Village Special Taxing District is created	04-847	672
Charter Amendment -		
Age requirements lowered for City Council members	Res. 04-053	954
City Council vacancies to be filled by certain procedures	Res. 04-055	956
Department of Personnel is renamed the “Department of Human Resources”	Res. 04-054	955
Department of Transportation is established among the Executive Departments	Res. 04-056	957
Municipal elections to be held in 2007 and in every succeeding fourth year	Res. 04-049	949
Cherry Hill Elementary School #159, 801 Bridge view Road - Landmark List	04-699	205
City Code Corrective Bill 2004	04-672	116
Civil citations modifications	04-683	173
Clement Street (E 1300) and a portion of Beason Street (1450) - Zoning change	04-860	744
Clifton Avenue (2927) - Property sale (City sells)	04-798	493
Clinton Street (former bed of) from Mertens Avenue to Newgate Avenue - Property sale (City sells)	04-703	209
Clinton Street, from Mertens Avenue southerly 444 feet to Newgate Avenue - Streets - close	04-704	210
Cold Spring Lane (W 2617) - Property sale (City sells)	04-798	493
Collins Avenue (S 145) - Property sale (City sells)	04-798	493
Comcast of Baltimore City, L.P. - Franchise	04-885	824
Community Development Loan - \$33,500,000 - Bond Issue	04-713	239
Condolences to the Mayor and Citizens of Beslan, Russia - Resolution of the Mayor and City Council	Res. 04-058	965

	ORDINANCE	PAGE
Covington Street (1301) - Zoning change	04-870	798
Cox Street (1505) - Property sale (City sells)	04-827	589
Cresmont Avenue (2807) - Parking lot	04-659	91

D

Department of Human Resources is the new name for the Department of Personnel	04-822	574
Department of Personnel renamed Department of Human Resources	04-822	574
Development District -		
Charles Village	04-849	694
East Baltimore Research Park	04-693	186
North Locust Point	03-642	37
West Baltimore Development District	04-661	95
Digital Harbor High School #416 to be Harlow Fullwood Jr. Digital Harbor High School - Naming City property	04-892	947
Dillon Street (3610) - Zoning change	04-856	739
Divine Mission Apostolic Church, 1 North Fulton Avenue - Landmark List	04-658	90
Doll Avenue (4620) - Substance abuse treatment center	04-679	165
Dupont Avenue (3402) - Property sale (City sells)	04-798	493

E

Eager Street (E 2421) - Property sale (City sells)	04-798	493
Eager Street (E 2424) - Property sale (City sells)	04-798	493
Eager Street (E 2429) - Property sale (City sells)	04-798	493
Eager Street (E 2431) - Property sale (City sells)	04-798	493
Eagle Street (1804) - Property sale (City sells)	04-798	493
Easements -		
Mason Lord Drive (5401) for a telecommunications system tie-in ..	04-680	166
Russell Street Viaduct between Ostend Street and the bridge abutment north of West Street for a parking lot beneath	04-648	46

	ORDINANCE	PAGE
East Baltimore Research Park Development District is created	04-693	186
Economic Development Loan - \$29,875,000 - Bond Issue	04-714	244
Elected Officials' Retirement System <i>See under Retirement Systems</i>		
Employees' Retirement System <i>See under Retirement Systems</i>		
Energy tax is reconstituted and reformulated	04-728	311
Enoch Pratt Free Library Loan - \$2,600,000 - Bond Issue	04-715	249
Essex Street (2305-2311) - Zoning change	04-869	797
Ethics Law for Baltimore City is revised	04-795	387
F		
Fairfield Urban Renewal Area and Plan	04-810	528
Fait Avenue (2639) - Property sale (City sells)	04-660	92
Fells Point - Amendment 20 - Urban Renewal Plan	04-881	809
Fire and Police Employees' Retirement System <i>See under Retirement Systems</i>		
Fire Station at 1001 East Fort Avenue to be Chief Peter J. O'Connor Fire Station - Naming City property	04-876	804
First English Lutheran Church, 3807 North Charles Street - Landmark List	04-696	197
Former bed of a 12-foot alley laid out in the rear of 1200/1212 Guilford Avenue - Property sale (City sells)	04-667	109
Fort Avenue (E 733-735) - Zoning change	04-685	176
Fort Avenue (E 1800) and Beason Street (1700) - Planned Unit Development	04-697	198
Fort Avenue (E 1800) and Beason Street (1700) - Zoning change	04-708	225
Franchise - Albemarle Street portion of right-of-way, located at rear of Eastern Avenue (801) - private ornamental fence and gate	04-721	274

	ORDINANCE	PAGE
Comcast of Baltimore City, L.P.	04-885	824
Lombard Street (E 5900 block) - private electric and communications ductbank	04-722	276
G		
Granby Street, from Albemarle Street southwesterly to President Street - Streets - close	04-650	49
Granby Street, from Albemarle Street southwesterly to President Street - Streets - open	04-649	48
Guilford Avenue (1312) and Ward 11, Section 1, Block 468, Lot 034 - Property sale (City sells)	04-861	745
Guilford Avenue (1704) - Property sale (City sells)	04-798	493
Guilford Avenue (1725) - Property sale (City sells)	04-798	493
Guilford Avenue (1800) - Property sale (City sells)	04-798	493
H		
Harbor Point - Planned Unit Development	04-682	168
Harford Road (2956) - Property sale (City sells)	04-798	493
Harford Road (4504) - Property sale (City sells)	04-866	794
Harford Road (6712) - Nursing home (Assisted living)	04-681	167
Harlem Avenue (2858) - Property sale (City sells)	04-798	493
Haubert Street (1328) - Zoning change	04-826	588
Hawkins Point Road and Pennington Avenue between Chemical Road and Open Street (certain properties for the Hawkins Point Sanitary Sewer Force Main Project) - Property acquisition (City acquires)	04-709	226
Health Care for the Homeless Loan - \$1,300,000 - Bond Issue	04-716	253
High Street (former bed of) and a portion of the former bed of Temple Street, Block 1266, Lot 30, and Block 1267, Lots 1/14, 44A, and 44B - Property sale (City sells)	04-707	223
Historical and Architectural Preservation District - Auchentoroly Terrace Historic District designated	04-815	557
Barclay Greenmount Historic District designated	04-812	553
Better Waverly Historic District designated	04-654	85
Oldtown Mall Local Historic District designated	04-888	938

	ORDINANCE	PAGE
Homestead Street (1625) - Property sale (City sells)	04-798	493
Hotel Room tax	04-845	669
Howard Park Business Area - Amendment 1 - Urban Renewal Plan	04-837	634

J

Johnson Street (former bed of) - Property sale (City sells)	04-825	587
Jonestown - Amendment 8 - Urban Renewal Plan	04-797	492

K

Key Highway - Amendment 1 - Urban Renewal Plan	04-829	591
Key Highway East certain properties between Lawrence Street and Armour Street - Property acquisition (City acquires)	04-886	922
Keyworth Avenue (2600) - Nursing home (Assisted living)	04-838	656

L

Lafayette Avenue (E 200) - Property sale (City sells)	04-798	493
Landmark List -		
Cherry Hill Elementary School #159, 801 Bridgeview Road	04-699	205
Divine Mission Apostolic Church, 1 North Fulton Avenue	04-658	90
First English Lutheran Church, 3807 North Charles Street	04-696	197
Schwing Motor Company Building, 3324 Keswick Road	04-814	556
Weaver House, 4319 Arabia Avenue	04-657	89
Lanvale Street (E 311) - Property sale (City sells)	04-798	493
Lanvale Street (E 329) - Property sale (City sells)	04-798	493
Lanvale Street (E 331) - Property sale (City sells)	04-798	493
Lanvale Street (W 2200) - Property sale (City sells)	04-798	493
Lanvale Street (W 2860) - Property sale (City sells)	04-798	493
Lemmon Street (911) - Property sale (City sells)	04-798	493
Lemmon Street (915) - Property sale (City sells)	04-798	493
Lemmon Street (1920) - Property sale (City sells)	04-798	493

	ORDINANCE	PAGE
Liberty Watershed property exchange in Baltimore County near the intersection of Ivy Mill Road and Wood Gait Court - Property sale (City sells)	04-710	227
Licenses and regulations -		
Amusement devices	04-706	213
Street entertainers	04-801	505
Street vendors	04-854	723
Light Street (1901), Light Street (1921), bed of Johnson Street, and Block 1947, Lot 1 - Zoning change	04-823	584
Linnard Street (767) - Nursing home (Assisted living)	04-875	803
Live entertainment - nightlife provisions - Zoning Code - Amendment	04-831	594
Lombard Street (E 831) - Zoning change	04-865	793
Lombard Street (E 5900 block) - private electric and communications ductbank - Franchise	04-722	276
Lombard Street (W 1827) - Property sale (City sells)	04-798	493
Lombard Street (W 1929) - Property sale (City sells)	04-798	493

M

Maine Avenue (4600,4602, 4604, 4606, 4608, and 4612) - Zoning change	04-862	746
Maritime Overlay Industrial District established to which additional zoning regulations apply - Zoning Code - Amendment	04-804	518
Market Center - Amendment 15 - Urban Renewal Plan	04-653	52
Martin Luther King, Jr. Boulevard certain properties located along it - Property acquisition (City acquires)	04-811	551
Maryland Avenue, extending from a point on the west side north of Mt. Royal Avenue northerly at and above a plane above the sidewalk on the west side of Maryland Avenue - Streets - close	04-678	163
Maryland Avenue, from Mt. Royal Avenue northerly to Oliver Street - Streets - open	04-677	162
Maryland Department of Transportation - County Transportation Revenue Bonds - \$30,000,000	Res. 04-059	966

	ORDINANCE	PAGE
Maryland Jockey Club of Baltimore City, Inc. - Planned Unit Development	04-665	105
Maryland Science Center Loan - \$700,000 - Bond Issue	04-717	257
Mason Lord Drive (5401) for a telecommunications system tie-in - Easement	04-680	166
Massage Therapist's Office - Mount Royal Avenue (E 211)	04-844	668
Midtown Community Benefits District and Management Authority renewal	Res. 04-052	953
Midtown Community Benefits District to have streetscape plans	04-671	114
Monastery Avenue (S 148) - Nursing home (Assisted living)	04-883	821
Monroe Street (S 63) - Property sale (City sells)	04-798	493
Monument Street (E 358) and former bed of Buren Street - Property sale (City sells)	04-806	524
Monument Street (E 358) and former bed of Buren Street - Service and housing center	04-813	555
Monument Street (E 926-938) - Substance abuse treatment center	04-819	562
Mount Holly Street (2149) - Property sale (City sells)	04-798	493
Mount Royal Avenue (E 211) - Massage Therapist's Office	04-844	668

N

Naming City property -		
Baltimore Conservatory and Gardens to be the Howard Peters Rawlings Conservatory and Botanic Gardens of Baltimore	04-872	800
Boardroom in the Department of Planning to be the Phoebe B. Stanton Boardroom	04-802	513
Digital Harbor High School #416 to be Harlow Fullwood Jr. Digital Harbor High School	04-892	947
Fire Station at 1001 East Fort Avenue to be the Chief Peter J. O'Connor Fire Station	04-876	804
Senator Troy Brailey Park to be Senator Troy Brailey - Easterwood Park and Easterwood Recreation Center to be Senator Troy Brailey - Easterwood Recreation Center	04-828	590
Station of Engine Company #36 to be Charles Ridgely Thomas Station	04-807	525
National Aquarium in Baltimore - \$1,500,000 - Bond Issue	04-718	261

	ORDINANCE	PAGE
NESCO (1901 Light Street, 1921 Light Street, bed of Johnson Street, and Block 1947, Lot 1) - Planned Unit Development	04-824	585
Nighttime soliciting is prohibited	04-675	158
North Avenue (W 1321) - Property sale (City sells)	04-798	493
North Avenue (W 2413) - Property sale (City sells)	04-798	493
North Avenue (W 2415) - Property sale (City sells)	04-798	493
North Avenue (W 2727) - Property sale (City sells)	04-798	493
North Charles Village - Amendment 1 - Planned Unit Development	03-639	14
North Locust Point Development District is created	03-642	37
North Locust Point Special Obligations Bonds	04-851	713
North Locust Point Special Taxing District	04-850	699
Northern Parkway (SS East), SWC York Road, Block 5093, Lot 062 - Property sale (City sells)	04-830	593
Norwood Avenue (5315) - Nursing home (Assisted living)	04-839	657
Nursing home -		
Harford Road (6712) - (Assisted living)	04-681	167
Keyworth Avenue (2600) - (Assisted living)	04-838	656
Linnard Street (767) - (Assisted living)	04-875	803
Monastery Avenue (S 148) - (Assisted living)	04-883	821
Norwood Avenue (5315) - (Assisted living)	04-839	657
Old Walther Avenue (5411) - (Assisted living) - Amending Ord. 02-303	04-686	177
Woodbine Avenue (3410) - (Assisted living)	04-874	802

O

Old Walther Avenue (5411) - Nursing home (Assisted living) - Amending Ord. 02-303	04-686	177
Oldtown Mall Local Historic District created - Historical and Architectural Preservation District	04-888	938
Operating budget for the Baltimore City Board of School Commissioners for Fiscal Year 2005	Res. 04-057	959
Orchard-Biddle - Amendment 11 - Urban Renewal Plan	04-852	721

	ORDINANCE	PAGE
Ordinance of Estimates for Fiscal Year 2005	04-724	280
Orleans, Wolfe, Baltimore & Washington Streets - Planned Unit Development	04-859	742
Outdoor table service, when accessory to a restaurant use, is authorized in the B-1 District as a conditional use, requiring Board approval - Zoning Code - Amendment	04-698	202
Owings Mills Boulevard (11001 - Ravens Practice Facility in Baltimore County) - Property sale (City sells)	04-796	491
P		
Park Heights - Amendment 10 - Urban Renewal Plan	04-676	160
Parking garage - Wall Street (1201-1221)	04-668	111
Parking lot - Block 5093, Lots 49, 60/61 and (if acquired by applicant) a portion of Lot 62	04-808	526
Cresmont Avenue (2807)	04-659	91
Seven Mile Lane (rear portion of 3609 and 3613)	04-700	206
Parking Lot Districts restrictions are clarified - Zoning Code - Amendment	04-855	738
Parkwood Avenue (2907) - Property sale (City sells)	04-798	493
Payments in lieu of taxes - "206-218 West Fayette Street"	Res. 04-050	951
Payson Street (S 436) - Property sale (City sells)	04-798	493
Planned Unit Developments - <i>See Zoning - Planned Unit Developments</i>		
Poplar Grove Street (823) - Property sale (City sells)	04-798	493
Poppleton - Amendment 10 - Urban Renewal Plan	04-864	778
Port Covington - Amendment - Planned Unit Development	04-884	822
Pratt Street (W 1825) - Property sale (City sells)	04-798	493
Preston Street (E 1400, 1402, 1404, 1406) - Amending Ord. 03-484 - Zoning change	04-809	527
Property acquisition (City acquires) - Hawkins Point Road and Pennington Avenue between Chemical Road and Open Street (certain properties for the Hawkins Point Sanitary Sewer Force Main Project)	04-709	226

	ORDINANCE	PAGE
Key Highway East certain properties between Lawrence Street and Armour Street	04-886	922
Martin Luther King, Jr. Boulevard certain properties located along it	04-811	551
Upper Jones Falls, between Union Avenue and Smith Avenue, perpetual easements and temporary rights of access in certain properties	04-868	795
Property sale (City sells) -		
Abbotston Street (1635)	04-798	493
Abbotston Street (1704)	04-798	
Alleys (former beds of 2 10-foot) lying within the area bounded by Holabird Avenue, Rappallo Street, Eastbourne Avenue, and Savage Street	04-669	112
Ashland Avenue (2303)	04-798	493
Ashland Avenue (2306)	04-798	493
Ashland Avenue (2319)	04-798	493
Ashland Avenue (2401)	04-798	493
Ashland Avenue (2403)	04-798	493
Baltimore Street (E 1110/1112)	04-867	794
Bentalou Street (N 621)	04-798	493
Block 4264, Lot 013; Block 4265, Lot 003, Block 4267, Lots 019 through 025 and 028; and Block 4275, Lots 008-023 (vicinity of Patterson and Wabash Avenues)	04-871	799
Bloede Avenue (portion of former bed of)	04-684	175
Bradford Street (N 704)	04-798	493
Bradford Street (N 712)	04-798	493
Buren Street (former bed of) and Monument Street (E 358)	04-806	524
Buren Street (former bed of, extending from Monument Street southerly 14.5 feet)	04-651	50
Calvert Street (N 1123)	04-798	493
Camden Yards Stadium site former street beds	04-674	154
Cardiff Avenue, extending from Baylis Street westerly to Highland Avenue, from Highland Avenue westerly to Clinton Street, and a 19-foot alley	04-723	279
Carswell Street (1601)	04-798	493
Carswell Street (1742)	04-798	493
Carswell Street (1744)	04-798	493
Certain alleys (former beds of) lying within the area bounded by Ramsay, Poppleton, Ryan, McHenry, and Parkin Streets and the former bed of Ramsay Street	04-818	561
Certain streets and alleys (former beds of) bounded by Ramsay Street, Poppleton Street, McHenry Street, and Parkin Street	04-656	87
Clifton Avenue (2927)	04-798	493
Clinton Street (former bed of) from Mertens Avenue to Newgate Avenue	04-703	209
Cold Spring Lane (W 2617)	04-798	493
Collins Avenue (S 145)	04-798	493
Cox Street (1505)	04-827	589
Dupont Avenue (3402)	04-798	493

	ORDINANCE	PAGE
Eager Street (E 2421)	04-798	493
Eager Street (E 2424)	04-798	493
Eager Street (E 2429)	04-798	493
Eager Street (E 2431)	04-798	493
Eagle Street (1804)	04-798	493
Fait Avenue (2639)	04-660	92
Former bed of a 12-foot alley laid out in the rear of 1200/1212 Guilford Avenue	04-667	109
Guilford Avenue (1312) and Ward 11, Section 1, Block 468, Lot 034	04-861	745
Guilford Avenue (1704)	04-798	493
Guilford Avenue (1725)	04-798	493
Guilford Avenue (1800)	04-798	493
Harford Road (2956)	04-798	493
Harford Road (4504)	04-866	794
Harlem Avenue (2858)	04-798	493
High Street (former bed of) and a portion of the former bed of Temple Street, Block 1266, Lot 30, and Block 1267, Lots 1/14, 44A, and 44B	04-707	223
Homestead Street (1625)	04-798	493
Johnson Street (former bed of)	04-825	587
Lafayette Avenue (E 200)	04-798	493
Lanvale Street (E 311)	04-798	493
Lanvale Street (E 329)	04-798	493
Lanvale Street (E 331)	04-798	493
Lanvale Street (W 2200)	04-798	493
Lanvale Street (W 2860)	04-798	493
Lemmon Street (911)	04-798	493
Lemmon Street (915)	04-798	493
Lemmon Street (1920)	04-798	493
Liberty Watershed property exchange in Baltimore County near the intersection of Ivy Mill Road and Wood Gait Court	04-710	227
Lombard Street (W 1827)	04-798	493
Lombard Street (W 1929)	04-798	493
Monroe Street (S 63)	04-798	493
Monument Street (E 358) and former bed of Buren Street	04-806	524
Mount Holly Street (2149)	04-798	493
North Avenue (W 1321)	04-798	493
North Avenue (W 2413)	04-798	493
North Avenue (W 2415)	04-798	493
North Avenue (W 2727)	04-798	493
Northern Parkway (SS East), SWC York Road, Block 5093, Lot 062	04-830	593
Owings Mills Boulevard (11001 - Ravens Practice Facility in Baltimore County)	04-796	491
Parkwood Avenue (2907)	04-798	493
Payson Street (S 436)	04-798	493
Poplar Grove Street (823)	04-798	493
Pratt Street (W 1825)	04-798	493
Prospect Street (2843)	04-798	493
Pulaski Street (N 2015)	04-798	493
Rose Street (N 815)	04-798	493

Wall Street (1201-1221)	03-637	8
Walnut Avenue (903)	04-798	493
Walpert Avenue (former bed of - extending from Loch Raven Road to 25 th Street) and a 10-foot alley (former bed of - laid out in the rear of 601 through 609 Walpert Avenue)	04-670	113
Warwick Avenue (N 1606)	04-798	493
Warwick Avenue (N 1621)	04-798	493
Woodbrook Avenue (3508)	04-798	493
20 th Street (E 518)	04-798	493
25 th Street (E 516)	04-798	493
34 th Street (SS W), 69 feet 11 inches west of Elm Avenue	04-702	208
Property tax credit -		
Real property tax credit is provided for a dwelling owned by the surviving spouse of a deceased law enforcement officer or rescue worker	04-664	102
Property tax rate for Fiscal Year 2005	04-725	305
Prospect Street (2843) - Property sale (City sells)	04-798	493
Public Buildings Loan - \$7,580,000 - Bond Issue	04-799	496
Public schools required to have periodic inspections of water fountains	04-647	45
Pulaski Street (N 2015) Property sale (City sells)	04-798	493
R		
Race Street, from Dickman Street to Donaldson Street and Clarkson Street, from Dickman Street to Donaldson Street - Streets - close	04-816	558
Real property tax credit is provided for a dwelling owned by the surviving spouse of a deceased law enforcement officer or rescue worker	04-664	102
Recordation tax application of partial exemption is specified	04-891	945
Recordation tax rate is modified	04-727	310
Recreation and Parks Loan - \$6,945,000 - Bond Issue	04-719	266
Registration fee increased for vacant lots	04-832	601
Resolutions of the Mayor and City Council -		
Baltimore City Public Schools - Reports	Res. 04-051	962
Charter Amendment - City Council - Age Requirements	Res. 04-053	954
Charter Amendment - City Council - Vacancy	Res. 04-055	956

	ORDINANCE	PAGE
Charter Amendment - Department of Human Resources	Res. 04-054	955
Charter Amendment - Department of Transportation	Res. 04-056	957
Charter Amendment - Municipal Elections	Res. 04-049	949
Condolences to the Mayor and Citizens of Beslan, Russia	Res. 04-058	965
Maryland Department of Transportation - County Transportation Revenue Bonds	Res. 04-059	966
Midtown Community Benefits District and Management Authority - Renewal Through June 30, 2008	Res. 04-052	953
Operating Budget for the Baltimore City Board of School Commissioners for the Fiscal Year Ending June 30, 2005	Res. 04-057	959
Payments in Lieu of Taxes - Ward 04, Section 10, Block 620, Lot #004 "206-218 West Layette Street"	Res. 04-050	951
Restaurants, taverns, halls, and similar establishments - live entertainment - nightlife provisions - Zoning Code - Amendment	04-831	594
Retirement Systems - Elected Officials' - Attachments and assignments of pension benefits	04-882	812
Employees' - Attachments and assignments of pension benefits	04-882	812
Fire and Police Employees' - Attachments and assignments of pension benefits	04-882	812
Line-of-duty disability benefits may be applied for without regard to the 5-year limitations period	04-889	939
Revenue obligations - Water projects maximum aggregate principal amount increased	04-687	178
Right-of-way release - 6-foot right-of-way through the property of the Maryland Historical Society	04-673	153
Rose Street (N 815) - Property sale (City sells)	04-798	493
Russell Street Viaduct between Ostend Street and the bridge abutment north of West Street for a parking lot beneath - Easement	04-648	46

S

School Board budget - See Operating Budget for the Baltimore City Board of School Commissioners		
School Loan - \$34,000,000 - Bond Issue	04-800	500
Schwing Motor Company Building, 3324 Keswick Road - Landmark List	04-814	556

	ORDINANCE	PAGE
Scrap metal processors and solid waste collection	04-692	185
Senator Troy Brailey Park to be Senator Troy Brailey - Easterwood Park and Easterwood Recreation Center to be Senator Troy Brailey - Easterwood Recreation Center - Naming City Property	04-828	590
Service and Housing Center - Monument Street (E 358) and former bed of Buren Street	04-813	555
Seven Mile Lane (rear portion of 3609 and 3613) - Parking lot	04-700	206
6-foot right-of-way through the property of the Maryland Historical Society - Right-of-way release	04-673	153
Soliciting at night is prohibited	04-675	158
Solid waste collection and scrap metal processors	04-692	185
Special Benefits Districts - Midtown Community Benefits District to have streetscape plans . . .	04-671	114
Midtown Community Benefits District and Management Authority renewal	Res. 04-052	953
Special Obligation Bonds - Charles Village	04-848	687
North Locust Point	04-851	713
Special Taxing District - Charles Village	04-847	672
North Locust Point	04-850	699
Station of Engine Company #36 to be the Charles Ridgely Thomas Station - Naming City property	04-807	525
Street entertainers to be licensed and regulated	04-801	505
Street vendors license and regulations provisions	04-854	723
Streets - close - Buren Street, from Madison Street southerly to Monument Street . . .	04-689	180
Cardiff Avenue, extending from Baylis Street westerly to Highland Avenue, from Highland Avenue westerly to Clinton Street, and a 19-foot alley laid out in the rear of 1501/05 through 1555 South Clinton Street	04-691	183
Certain streets and alleys lying within the Middle East Urban Renewal Project	04-843	665
Certain streets or portions of them lying within the area bounded by Monument Street, Constitution Street, Exeter Street, Hillen Street, the Orleans Street Viaduct, and the Fallsway	04-841	660

	ORDINANCE	PAGE
Clinton Street, from Mertens Avenue southerly 444 feet to Newgate Avenue	04-704	210
Granby Street, from Albemarle Street southwesterly to President Street	04-650	49
Maryland Avenue, extending from a point on the west side north of Mt. Royal Avenue northerly at and above a plane above the sidewalk on the west side of Maryland Avenue	04-678	163
Race Street, from Dickman Street to Donaldson Street, and Clarkson Street, from Dickman Street to Donaldson Street	04-816	558
Thames Street, from Philpot Street southerly 139.3 feet to the end of it	04-663	101
Streets - open -		
Buren Street, from Madison Street southerly to Monument Street ...	04-688	179
Cardiff Avenue, extending from Baylis Street westerly to Highland Avenue, from Highland Avenue westerly to Clinton Street, and a 19-foot alley laid out in the rear of 1501/05 through 1555 South Clinton Street	04-690	182
Certain streets and alleys lying within the Middle East Urban Renewal Project	04-842	662
Granby Street, from Albemarle Street southwesterly to President Street	04-649	48
Maryland Avenue, from Mt. Royal Avenue northerly to Oliver Street,	04-677	162
Thames Street, from Philpot Street southerly 139.3 feet to its end ...	04-662	100
Streetscape plans to encompass the Midtown Community Benefits District		
	04-671	114
Structures on piers authorized in the B-2 through B-5 Zoning Districts as a conditional use requiring approval by ordinance -		
Zoning Code - Amendment	04-803	514
Substance abuse treatment center -		
Doll Avenue (4620)	04-679	165
Monument Street (E 926-938)	04-819	562
T		
Tax credit -		
Real property tax credit is provided for a dwelling owned by the surviving spouse of a deceased law enforcement officer or rescue worker	04-664	102
Taxable basis to be used in assessing the City transfer tax is redefined		
	04-694	193
Taxes -		
Energy tax is reconstituted and reformulated	04-728	311
Hotel Room tax	04-845	669
Property tax rate for Fiscal Year 2005	04-725	305

	ORDINANCE	PAGE
Recordation tax application of partial exemption is specified	04-891	945
Recordation tax rate is modified	04-727	310
Telecommunications tax is reconstituted and reformulated	04-726	305
Telephone fee for the 911 system is increased	04-705	211
Transfer tax taxable basis definition is redefined	04-694	193
Telecommunications tax is reconstituted and reformulated - Taxes	04-726	305
Telephone fee for the 911 system is increased - Taxes	04-705	211
Thames Street, from Philpot Street southerly 139.3 feet to the end of it - Streets - close	04-663	101
Thames Street, from Philpot Street southerly 139.3 feet to the end of it - Streets - open	04-662	100
Transfer tax taxable basis definition is redefined	04-694	193
“206-218 West Fayette Street” - Payments in lieu of taxes	Res. 04-050	951
20 th Street (E. 518) - Property sale (City sells)	04-798	493
25 th Street (E 516) - Property sale (City sells)	04-798	493
34 th Street (SS W), 69 feet 11 inches west of Elm Avenue - Property sale (City sells)	04-702	208

U

Uplands Urban Renewal Area and Plan	04-887	924
Upper Jones Falls, between Union Avenue and Smith Avenue, perpetual easements and temporary rights of access in certain properties - Property acquisition (City acquires)	04-868	795
Urban Renewal Plan -		
Brooklyn Business Area - Amendment 3	04-863	747
Charles/North Revitalization Area - Amendment 5	04-695	195
Fairfield	04-810	528
Fells Point - Amendment 20	04-881	809
Howard Park Business Area - Amendment 1	04-837	634
Jonestown - Amendment 8	04-797	492
Key Highway - Amendment 1	04-829	591
Market Center - Amendment 15	04-653	52
Orchard-Biddle - Amendment 11	04-852	721
Park Heights - Amendment 10	04-676	160
Poppleton - Amendment 10	04-864	778
Uplands	04-887	924
Washington Hill - Chapel - Amendment 11	04-701	207
Washington Village - Amendment 4	04-833	606
Waterview - Amendment 2	04-840	658

V

Vacant lot registration fee is increased	04-832	601
Variances, certain ones, may be granted by Ordinance as part of the grant of a conditional use - Zoning Code - Amendment	03-636	1

W

Wall Street (1201-1221) - Parking garage	04-668	111
Wall Street (1201-1221) - Property sale (City sells)	03-637	10
Walnut Avenue (903) - Property sale (City sells)	04-798	493
Walpert Avenue (former bed of - extending from Loch Raven Road to 25 th Street) and a 10-foot alley (former bed of - laid out in the rear of 601 through 609 Walpert Avenue) - Property sale (City sells)	04-670	113
Walters Art Museum Loan - \$500,000 - Bond Issue	04-720	270
Warwick Avenue (N 1606) - Property sale (City sells)	04-798	493
Warwick Avenue (N 1621) - Property sale (City sells)	04-798	493
Washington Hill - Chapel - Amendment 11 - Urban Renewal Plan	04-701	207
Washington Village - Amendment 4 - Urban Renewal Plan	04-833	606
Water fountains of public schools must be periodically inspected	04-647	45
Water projects maximum aggregate principal amount increased - Revenue obligations	04-687	178
Waterview - Amendment 2 - Urban Renewal Plan	04-840	658
Waterview - Planned Unit Development	04-835	631
Waterview Avenue (3100) - Zoning change	04-834	630
Weaver House, 4319 Arabia Avenue - Landmark List	04-657	89
Webster Street (1800 block, southernmost portion of the property known Block 1946, Lot 18) - Zoning change	04-666	109
West Baltimore Development District is created	04-661	95

Woodbine Avenue (3410) - Nursing home (Assisted living)	04-874	802
Woodbrook Avenue (3508) - Property sale (City sells)	04-798	493

Y

York Road and Belvedere Avenue (Belvedere Square) - Amendment 2 - Planned Unit Development	04-858	741
Youth Commission reconstituted	04-820	563

Z

Zoning change -		
Bank Street (1208)	04-857	740
Bank Street (1212 and 1214, 1216-18, and 1220) and Central Avenue (S 302 and 318)	04-655	87
Beason Street (a portion of 1450) and Clement Street (E 1300)	04-860	744
Beason Street (1700) and Fort avenue (E 1800)	04-708	225
Block 1946, Lot 18 (southernmost portion of the property) - also known as 1800 block of Webster Street	04-666	109
Caroline Street (S 700)	04-817	560
Central Avenue (S 302 and 318) and Bank Street (1212 and 1214, 1216-18, and 1220)	04-655	87
Clement Street (E 1300) and a portion of Beason Street (1450)	04-860	744
Covington Street (1301)	04-870	798
Dillon Street (3610)	04-856	739
Essex Street (2305-2311)	04-869	797
Fort Avenue (E 733-735)	04-685	176
Fort Avenue (E 1800) and Beason Street (1700)	04-708	225
Haubert Street (1328)	04-826	588
Light Street (1901), Light Street (1921), bed of Johnson Street, and Block 1947, Lot 1	04-823	584
Lombard Street (E 831)	04-865	793
Maine Avenue (4600,4602, 4604, 4606, 4608, and 4612	04-862	746
Preston Street (E 1400, 1402, 1404, and 1406)	04-809	527
Waterview Avenue (3100)	04-834	630
Webster Street (1800 block, southernmost portion of the property known Block 1946, Lot 18)	04-666	109
Zoning Code - Amendment -		
Bus passenger shelters, including those with advertising signs, allowed as a permitted use in certain business districts and generally relating to the regulation of bus passenger shelters and general advertising signs	03-638	9
Maritime Overlay Industrial District established to which additional zoning regulations apply	04-804	518
Outdoor table service, when accessory to a restaurant use, is authorized in the B-1 District as a conditional use requiring Board approval	04-698	202

	ORDINANCE	PAGE
Parking Lot Districts restrictions are clarified	04-855	738
Restaurants, taverns, halls, and similar establishments -		
live entertainment - nightlife provisions	04-831	594
Structures on piers authorized in the B-2 through B-5 Zoning		
Districts as a conditional use requiring approval by ordinance	04-803	514
Variances, certain ones, may be granted by Ordinance		
as part of the grant of a conditional use	03-636	1
Zoning - Planned Unit Development -		
Canton Crossing - Amendment 2	03-641	32
Canton Crossing - Amendment 3	04-873	800
Fort Avenue (E 1800) and Beason Street (1700)	04-697	198
Harbor Point	04-682	168
Maryland Jockey Club of Baltimore City, Inc	04-665	105
NESCO (1901 Light Street, 1921 Light Street, bed		
of Johnson Street, and Block 1947, Lot 1)	04-824	585
North Charles Village - Amendment 1	04-639	14
Orleans, Wolfe, Baltimore & Washington Streets	04-859	742
Port Covington - Amendment	04-884	822
Waterview	04-835	631
York Road and Belvedere Avenue (Belvedere Square) -		
Amendment 2	04-858	741