

CITY OF BALTIMORE
ORDINANCE _____
Council Bill 17-0055

Introduced by: The Council President
At the request of: The Administration (Department of Transportation)
Introduced and read first time: April 24, 2017
Assigned to: Housing and Urban Affairs Committee
Committee Report: Favorable with amendments
Council action: Adopted
Read second time: June 12, 2017

AN ORDINANCE CONCERNING

**Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the
North Side of the Bed of Bath Street, Between Calvert Street and Guilford Avenue**

FOR the purpose of granting a franchise to MD-North Calvert Street, LLC, to use and maintain an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street and Guilford Avenue where this parking lot adjoins the property of MD-North Calvert Street, LLC (formerly owned by The A.S. Abell Company) and to use and maintain an existing chain link fence, with a gate, along the eastern, southern, and western boundaries of the parking lot, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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

Recitals

Ordinance 713 of 1974 granted permission and authority to The A.S. Abell Company, its successors and assigns, to construct, maintain, and operate at its own expense, for a period not exceeding 25 years, a parking lot on that portion of the bed of Bath Street, between Calvert Street and Guilford Avenue, that adjoins the property formerly owned by the A.S. Abell Company and to erect and maintain a chain link fence, with a gate, along the eastern, southern, and western boundaries of the parking lot. The parking lot is bounded on the north by the property now owned by MD-North Calvert Street, LLC (formerly owned by The A.S. Abell Company), on the west by the public sidewalk adjoining Calvert Street, on the south by the public sidewalk adjoining Bath Street, and on the east by the public sidewalk adjoining Guilford Avenue. The property binds on the public sidewalk adjoining Bath Street for a distance of 325 feet, more or less.

EXPLANATION: 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.

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1 Since the effective date of the Ordinance, the title of the real property has been
2 transferred, and MD-North Calvert Street, LLC, is the current owner. Although
3 the original franchise has expired, the franchise fee has continued to be paid.
4 MD-North Calvert Street, LLC, requests that the franchise be reestablished for an
5 additional 25 years.

6 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
7 franchise or right is granted to MD-North Calvert Street, LLC, its tenants, successors, and assigns
8 (collectively, the “Grantee”) to use and maintain, at Grantee’s own cost and expense, an existing
9 parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street
10 and Guilford Avenue, that adjoins the property owned by MD-North Calvert Street, LLC
11 (formerly owned by the A.S. Abell Company) and to maintain an existing chain link fence, with a
12 gate, along the eastern, southern, and western boundaries of the parking lot. The parking lot is
13 bounded on the north by the property now owned by MD-North Calvert Street, LLC (formerly
14 owned by The A.S. Abell Company), on the west by the public sidewalk adjoining Calvert Street,
15 on the south by the public sidewalk adjoining Bath Street, and on the east by the public sidewalk
16 adjoining Guilford Avenue. The property binds on the public sidewalk adjoining Bath Street for
17 a distance of 325 feet, more or less. The franchise is subject to the terms and conditions of this
18 Ordinance.

19 **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right
20 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within
21 6 months after the effective date of this Ordinance.

22 **SECTION 3. AND BE IT FURTHER ORDAINED,** That as compensation for the Franchise, the
23 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$8,246.87 a
24 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise
25 charge must be paid annually, at least 30 days before the initial and each renewal term of the
26 Franchise.

27 **SECTION 4. AND BE IT FURTHER ORDAINED,** That:

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

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

39 (b) The Mayor and City Council of Baltimore, acting by and through the Director of
40 Transportation, when, in the Director’s reasonable judgment, the public welfare or safety so
41 requires, may cancel the Franchise at the end of the initial or any renewal term by giving written
42 notice of cancellation to the Grantee at least 90 days before the end of that term.

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1 (c) The Grantee may cancel the Franchise as of the end of the initial or any renewal term by
2 giving written notice of cancellation to the Mayor and City Council at least 90 days before the
3 end of that term.

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

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

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

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

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

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

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

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1 for which the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or
2 agents, to perform promptly and properly any duty or obligation imposed on the Grantee by this
3 Ordinance.

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

Certified as duly passed this _____ day of _____, 20__

President, Baltimore City Council

Certified as duly delivered to Her Honor, the Mayor,

this _____ day of _____, 20__

Chief Clerk

Approved this _____ day of _____, 20__

Mayor, Baltimore City