

**CITY OF BALTIMORE  
COUNCIL BILL 17-0055  
(First Reader)**

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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

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REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Department of Planning, Department of Housing and Community Development, Department of Transportation, Fire Department, Board of Estimates

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A BILL ENTITLED

1 AN ORDINANCE concerning

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

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

11 BY authority of  
12 Article VIII - Franchises  
13 Baltimore City Charter  
14 (1996 Edition)

15 **Recitals**

16 Ordinance 713 of 1974 granted permission and authority to The A.S. Abell  
17 Company, its successors and assigns, to construct, maintain, and operate at its  
18 own expense, for a period not exceeding 25 years, a parking lot on that portion of  
19 the bed of Bath Street, between Calvert Street and Guilford Avenue, that adjoins  
20 the property formerly owned by the A.S. Abell Company and to erect and  
21 maintain a chain link fence, with a gate, along the eastern, southern, and western  
22 boundaries of the parking lot. The parking lot is bounded on the north by the  
23 property now owned by MD-North Calvert Street, LLC (formerly owned by The  
24 A.S. Abell Company), on the west by the public sidewalk adjoining Calvert  
25 Street, on the south by the public sidewalk adjoining Bath Street, and on the east  
26 by the public sidewalk adjoining Guilford Avenue. The property binds on the  
27 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.

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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 \$\_\_\_\_\_ 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 **SECTION 5. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore,  
40 acting by and through the Board of Estimates, may increase or decrease the annual franchise  
41 charge by giving written notice of the increase or decrease to the Grantee at least 150 days before  
42 the end of the original or renewal term immediately preceding the renewal term to which the

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1 increase or decrease will first apply. The new franchise charge will apply to all subsequent  
2 annual renewal terms, unless again increased or decreased in accordance with this section.

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

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

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

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

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

32 **SECTION 11. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall  
33 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,  
34 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any  
35 time subjected on account of, or in any way resulting from, (i) the presence, construction, use,  
36 operation, maintenance, alteration, repair, location, relocation, or removal of any of the structures  
37 for which the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or  
38 agents, to perform promptly and properly any duty or obligation imposed on the Grantee by this  
39 Ordinance.

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