

**CITY OF BALTIMORE
COUNCIL BILL 06-0410
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Department of Public Works)
Introduced and read first time: April 24, 2006
Assigned to: Highways and Franchises Subcommittee

REFERRED TO THE FOLLOWING AGENCIES: Planning Commission, Department of Housing and Community Development, Department of Public Works, Department of Transportation, Fire Department, Board of Estimates

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Bridgeway over the 2600 Block of West North Avenue**

3 FOR the purpose of granting a franchise to Coppin State University to construct, use, and
4 maintain a private pedestrian bridgeway above and across the 2600 Block of West North
5 Avenue, connecting a classroom and laboratory building to be constructed on the south side
6 of West North Avenue, to a parking garage to be constructed on the north side of West North
7 Avenue; subject to certain terms, conditions, and reservations; and providing for a special
8 effective date.

9 By authority of
10 Article VIII - Franchises
11 Baltimore City Charter
12 (1996 Edition)

13 **Recitals**

14 Coppin State University is constructing an approximately 150,000 square foot multi-story
15 Health and Human Services building that will include classrooms and laboratories, on the south
16 side of the 2600 block of West North Avenue, near the intersection of Whitmore Avenue. A
17 multi-level parking garage will be built opposite of this new building, on the north side of West
18 North Avenue.

19 Coppin State University proposes to construct a private enclosed pedestrian bridgeway over
20 West North Avenue, providing a safe and convenient means for students, employees and visitors
21 to travel between the new building and the parking garage. A temporary staircase will be built
22 and used until the parking garage structure is completed.

23 Portions of the private bridgeway will be located above and across the public right-of-way.

24 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
25 franchise or right is granted to Coppin State University, its tenants, successors, and assigns
26 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,
27 and subject to the terms and conditions of this Ordinance, an enclosed pedestrian bridgeway,

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.

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1 approximately 100 feet long by 16 feet wide by 14 feet high, that will connect the building being
2 constructed by the Grantee on the south side of West North Avenue, to the north side of West
3 North Avenue and an eventual parking garage structure, by crossing the West North Avenue
4 right-of-way, located within an aerial easement area more particularly described as follows:

5 Beginning for the same at a point on the Southernmost right-of-way line of North
6 Avenue, 100 feet wide, and also being distant North 87 degrees, 20 minutes 40
7 seconds East 90.43 feet from the beginning of the Sixth or North 89 degrees 00
8 minutes 47 seconds East 102.64 foot line of that parcel of land which by deed
9 dated December 17, 2002, recorded among the land records in the City of
10 Baltimore in Liber 3719, folio 438, was granted and conveyed by CSX
11 Transportation, Inc. to Coppin State College, thence leaving the aforementioned
12 point of beginning, with all bearing being referenced to the Baltimore City
13 Topographical Survey Commission, (1) North 02 degrees 11 minutes 36 seconds
14 West 100.00 feet to a point on the Northernmost right-of-way line of North
15 Avenue, 100 feet wide, thence running with and binding on the Northernmost
16 right-of-way line of North Avenue, 100 feet wide, (2) North 87 degrees 20
17 minutes 40 seconds East 16.00 feet to a point; thence leaving the Northernmost
18 right-of-way line of North Avenue, 100 feet wide, (3) South 02 degrees 11
19 minutes 36 seconds East 100.00 feet to a point on the Southernmost right-of-way
20 line of North Avenue, 100 feet wide; thence running with and binding on the
21 Southernmost right-of-way line of North Avenue, 100 feet wide, (4) South 87
22 degrees 20 minutes 40 seconds West 16.00 feet to the point of beginning.

23 The easement shall be approximately 16 feet wide by 100 feet long by 14 feet high and shall be
24 approximately 18 feet above the street bed at its lowest point.

25 Containing approximately 1,600 square feet in plane, or 0.0367 acres, more or less.

26 No signage or banners may be attached to the bridgeway as part of this agreement.

27 **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right
28 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within
29 6 months after the effective date of this Ordinance.

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

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

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

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1 (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of
2 Public Works, or the Grantee may cancel the Franchise as at the end of the initial or any renewal
3 term by giving written notice of cancellation to the other at least 90 days before the end of that
4 term.

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

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

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

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

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

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

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

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

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