

**CITY OF BALTIMORE  
COUNCIL BILL 10-0599  
(First Reader)**

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Introduced by: The Council President  
At the request of: The Administration (Department of General Services)  
Introduced and read first time: September 20, 2010  
Assigned to: Highways and Franchises Subcommittee

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

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 style="text-align:center">**Franchise – Private Pedestrian Bridgeway Over the**  
3 style="text-align:center">**1500 Block of Presstman Street**

4 FOR the purpose of granting a franchise to New Song Urban Ministries, LLC, to construct, use,  
5 and maintain a private pedestrian bridgeway above and across a portion of the 1500 block of  
6 Presstman Street right-of-way, connecting the New Song Academy building on the north side  
7 of Presstman Street with an Academic and Community building to be constructed on the  
8 south side of Presstman Street, subject to certain terms, conditions, and reservations; and  
9 providing for a special effective date.

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

14 style="text-align:center">**Recitals**

15 New Song Urban Ministries, LLC, is constructing approximately 11,462 square  
16 feet of multi-story space in new educational/community space and rehabilitating  
17 6,578 square feet of existing space. The building will have classrooms, studios  
18 and meeting space on the south side of the 1500 block of Presstman Street. New  
19 Song Academy is opposite this space on the north side of Presstman Street.

20 New Song proposes to construct a one-story private enclosed pedestrian  
21 bridgeway over Presstman Street to connect these two buildings at the second-  
22 story level, providing a safe and convenient means for students, employees and  
23 visitors to travel between the two structures.

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

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

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1       **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
2 franchise or right is granted to New Song Uban Ministries, LLC, its tenants, successors, and  
3 assigns (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and  
4 expense, and subject to the terms and conditions of this Ordinance, a one-story private enclosed  
5 pedestrian bridgeway, approximately 66 feet long by 10 feet wide by 14 feet high and shall be  
6 approximately 17 feet above the street bed at its lowest point, that will connect the building  
7 being constructed by the Grantee on the south side of Presstman Street, to the New Song  
8 Academy building on the north side of Presstman Street, by crossing the Presstman Street right-  
9 of-way, located within an aerial easement more particularly described as follows:

10           Beginning at a point on the Southernmost right-of-way line of Presstman Street  
11 (66 feet wide) and also being distant North 87 degrees, 32 minutes 45 seconds  
12 East 83.0 feet from the Southeast corner of the intersection of Presstman Street  
13 and North Gilmor Street mentioned in the Deed dated February 6, 2001, recorded  
14 among the Land Records in the City of Baltimore in Liber 1079, folio 432,  
15 granted and conveyed by New Song Community Church, Inc. to New Song Urban  
16 Ministries, LLC, thence leaving the aforementioned point of beginning, with all  
17 bearings being referenced to the Baltimore City Topographical Survey  
18 Commission; (1) North 02 degrees 27 minutes 15 seconds West 66.0 feet to a  
19 point on the Northernmost right-of-way line of Presstman Street (66 feet wide),  
20 thence running with and binding on the Northernmost right-of-way line of  
21 Presstman Street (66 feet wide); (2) North 87 degrees 32 minutes 45 seconds East  
22 10.00 feet to a point, thence leaving the Northernmost right-of-way line of  
23 Presstman Street (66 feet wide); (3) South 02 degrees 27 minutes 15 seconds East  
24 66.00 feet to a point on the Southernmost right-of-way line of Presstman Street  
25 (66 feet wide), thence running with and binding on the Southernmost right-of-way  
26 line of Presstman Street (66 feet wide); (4) South 87 degrees 32 minutes 45  
27 seconds West 10.00 feet to the point of beginning.

28       The easement shall be approximately 10 feet wide by 66 feet long by 14 feet high and shall be  
29 approximately 17 feet above the street bed at its lowest point.

30       Containing approximately 660 square feet in plane, or 0.015 acres, more or less.

31       **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right  
32 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
33 6 months after the effective date of this Ordinance.

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

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

40       (a) The initial term of the Franchise is 1 year, commencing on the effective date of this  
41 Ordinance. Unless sooner terminated as provided in this Ordinance, the Franchise will  
42 automatically renew, without any action by either the Mayor and City Council of Baltimore or  
43 the Grantee, for 24 consecutive 1-year renewal terms. Except as otherwise provided in this  
44 Ordinance, each renewal term will be on the same terms and conditions as the initial term. The

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1 maximum duration for which the Franchise may operate, including the initial and all renewal  
2 terms, is 25 years.

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

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

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

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

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

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

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

42 **SECTION 11. AND BE IT FURTHER ORDAINED**, That the Grantee is liable for and shall  
43 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,

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1 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any  
2 time subjected on account of, or in any way resulting from, (i) the presence, construction, use,  
3 operation, maintenance, alteration, repair, location, relocation, or removal of any of the  
4 structures for which the Franchise is granted, or (ii) any failure of the Grantee, its officers,  
5 employees, or agents, to perform promptly and properly any duty or obligation imposed on the  
6 Grantee by this Ordinance.

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