

Introduced by: The Council President

At the request of: The Administration (Department of Transportation)

Prepared by: Department of Legislative Reference

Date: April 19, 2017

Referred to: HOUSING AND URBAN AFFAIRS Committee

Also referred for recommendation and report to municipal agencies listed on reverse.

CITY COUNCIL 17-0055

A BILL ENTITLED

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)

****The Introduction of an Ordinance or Resolution by Councilmembers at the request of any person, firm or organization is a courtesy extended by the Councilmembers and not an indication of their position.**

Agencies

Baltimore City Public School System

Baltimore Development Corporation

City Solicitor

Comptroller's Office

Department of Audits

Department of Finance

Department of General Services

Department of Housing and Community Development

Department of Human Resources

Department of Planning

Other: _____

Other: _____

Other: _____

Department of Public Works

Department of Real Estate

Department of Recreation and Parks

Department of Transportation

Fire Department

Health Department

Mayor's Office of Employment Development

Mayor's Office of Human Services

Mayor's Office of Information Technology

Office of the Mayor

Police Department

Other: _____

Other: _____

Boards and Commissions

Board of Estimates

Board of Ethics

Board of Municipal and Zoning Appeals

Comm. for Historical and Architectural Preservation

Commission on Sustainability

Employees' Retirement System

Other: _____

Other: _____

Other: _____

Environmental Control Board

Fire & Police Employees' Retirement System

Labor Commissioner

Parking Authority Board

Planning Commission

Wage Commission

Other: _____

Other: _____

Other: _____

CITY OF BALTIMORE
ORDINANCE **17-034**
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

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

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

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

14 **Recitals**

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

Council Bill 17-0055

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.

Council Bill 17-0055

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.

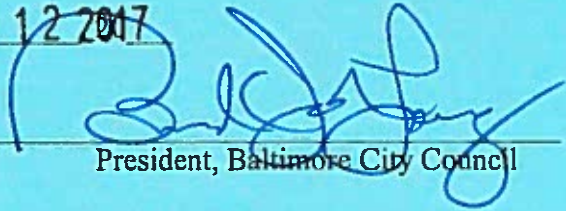
39 SECTION 11. AND BE IT FURTHER ORDAINED, That the Grantee is liable for and shall
40 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,
41 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any
42 time subjected on 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 JUN 12 2017



President, Baltimore City Council

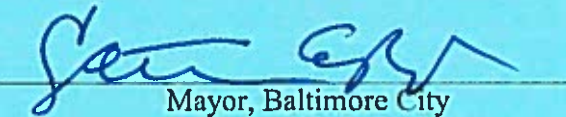
Certified as duly delivered to Her Honor, the Mayor,

this _____ day of JUN 12 2017



Chief Clerk


Approved this 13 day of June, 2017



Mayor, Baltimore City

Approved For Form and Legal Sufficiency

This 12th Day of June 2017



Chief Solicitor

AMENDMENTS TO COUNCIL BILL 17-0055
(1st Reader Copy)

APPROVED FOR FORM, STYLE, AND TENTATIVE SUFFICIENCY
6-8-17
DEPT LEGISLATIVE REFERENCE

By: Housing and Urban Affairs Committee

Amendment No. 1

On page 2, in line 23, in the blank, insert "8,246.87".

Amendment No. 2

On page 2, strike lines 35 through 38 in their entirety and substitute

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

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

ADOPTED

Amendment No. 3

On page 3, in line 22, after "Mayor's", insert "reasonable".

CITY OF BALTIMORE

BOARD OF ESTIMATES

Room 204, City Hall
Baltimore, Maryland 21202
410-396-4755



BERNARD C. "JACK" YOUNG
PRESIDENT, CITY COUNCIL

CATHERINE E. PUGH
MAYOR

JOAN M. PRATT
COMPTROLLER

RUDOLPH S. CHOW, P.E.
DIRECTOR OF PUBLIC WORKS

DAVID RALPH
INTERIM CITY SOLICITOR

BERNICE H. TAYLOR
DEPUTY COMPTROLLER
AND CLERK TO THE BOARD

June 7, 2017

Honorable President and Members
of the City Council

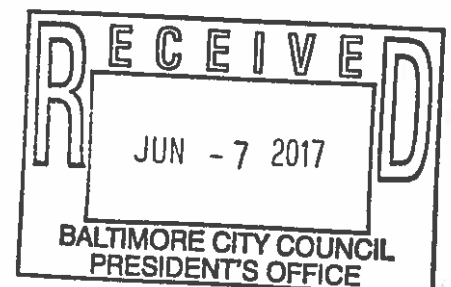
Ladies and Gentlemen:

On June 7, 2017, the Board had before it for consideration the following pending City Council Bill:

17-0055 - 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.

Franchise Fee

The Department of Transportation recommended a franchise charge of \$8,246.87 a year.



RECEIVED
BALTIMORE CITY COUNCIL
PRESIDENT'S OFFICE
JUN 17 2011

CITY COUNCIL BILL - cont'd

After NOTING AND CONCURRING in all favorable reports received, the Board approved the aforementioned City Council Bill with the annual franchise fee of \$8,246.87 and referred it to the City Council with the recommendation that it be approved and passed by that Honorable Body.

The President **ABSTAINED** from voting.

Sincerely,

 JUN 07 2017
Bernice H. Taylor
Clerk to the Board of Estimates



June 7, 2017

The Sun
501 N. Calvert Street
3rd Floor
Baltimore, Maryland 21202

Attn: Ms. Sharon Nelson
Advertising Department

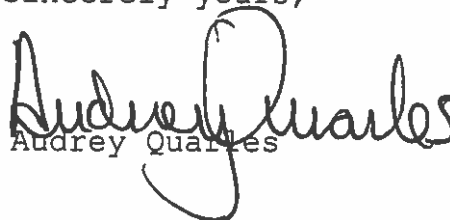
Re: Enclosed Notice CC Bill 17-0055

Dear Ms. Nelson:

It is requested that the enclosed Municipal Notice be printed on three successive dates. Only the text that appears under the caption "To Be Inserted Under Municipal Notices" is requested to be printed. Please do not print Council Bill.

If there should be any questions concerning this request, please do not hesitate to contact me at (410) 396-4755.

Sincerely yours,


Audrey Quarles

Encls:

TO BE INSERTED UNDER MUNICIPAL NOTICES

In accordance with the provisions of Article VIII, Section 6-Franchises, of the Baltimore Charter (1996 Edition), Notice is hereby given that application has been made by 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 fences, 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.

Sincerely,

Bernice H Taylor JUN 07 2017
Bernice H. Taylor, Deputy Comptroller
Clerk Board of Estimates

Three days:

THE SUN

Attn: Ms. Sharon Nelson
501 Calvert Street
3rd Floor
Baltimore, Maryland 21202

THE AFRO-AMERICAN NEWSPAPER

Attn: Ms. Marquise Goodwin
2519 N. Charles Street
Baltimore, Maryland 21218

June 7, 2017

The Afro-American Newspaper
2519 North Charles Street
Baltimore, Maryland 21218

Attn: Ms. Marquise Goodwin
Advertising Department

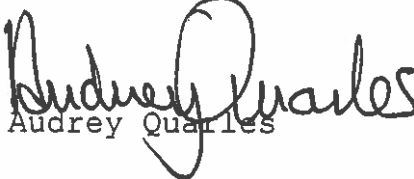
Re: Enclosed Notice CC Bill 17-0055

Dear Ms. Goodwin:

It is requested that the enclosed Municipal Notice be printed on three successive dates. Only the text that appears under the caption "To Be Inserted Under Municipal Notices" is requested to be printed. Please do not print Council Bill.

If there should be any questions concerning this request, please do not hesitate to contact me at (410) 396-4755.

Sincerely yours,



Audrey Quarles

Encls:

TO BE INSERTED UNDER MUNICIPAL NOTICES

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Sincerely,

 JUN 07 2017
Bernice H. Taylor, Deputy Comptroller
Clerk Board of Estimates

Three days:

THE SUN

Attn: Ms. Sharon Nelson
501 Calvert Street
3rd Floor
Baltimore, Maryland 21202

THE AFRO-AMERICAN NEWSPAPER

Attn: Ms. Marquise Goodwin
2519 N. Charles Street
Baltimore, Maryland 21218

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

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

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

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.

Council Bill 17-0055

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
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17 a distance of 325 feet, more or less. The franchise is subject to the terms and conditions of this
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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

Council Bill 17-0055

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
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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.

CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



DEPARTMENT OF LAW

101 City Hall
Baltimore, Maryland 21202

May 18, 2017

The Honorable President and Members
of the Baltimore City Council
Attn: Natawna B. Austin, Executive Secretary
Room 409, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Re: City Council Bill 17-0055 – 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

Dear President and City Council Members:

The Law Department has reviewed City Council Bill 17-0055 for form and legal sufficiency. The bill would grant 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. It provides for a special effective date.

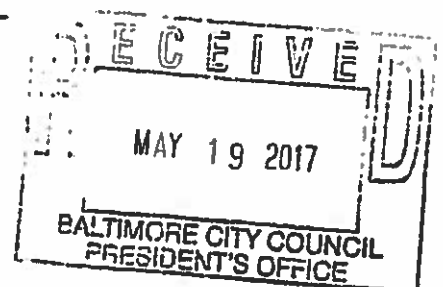
The Baltimore City Charter requires that any given franchise be granted by ordinance containing the terms and conditions of the grant. City Charter, Art. VIII, § 1. A bill granting a franchise must be referred to the Board of Estimates ("BOE") after first reading. City Charter, Art. VIII, § 2. Thereafter, the BOE is empowered to establish by vote or resolution the compensation paid to the City and may alter the terms and conditions under which a franchise is granted. *Id.* The compensation and the terms and conditions approved by the BOE must be attached to the bill before the bill can be enacted. *Id.*

Assuming the above procedural requirements are met, the Law Department will approve the bill for form and legal sufficiency.


Sincerely,

Victor K. Tervalo
Chief Solicitor

Favorable



cc: David Ralph, Acting City Solicitor
Karen Stokes, Director, Mayor's Office of Government Relations
Kyron Banks, Mayor's Legislative Liaison
Elena DiPietro, Chief Solicitor, General Counsel Division
Hilary Ruley, Chief Solicitor
Jennifer Landis, Assistant Solicitor

FROM	NAME & TITLE	THOMAS J. SVOSUR, DIRECTOR	CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	DEPARTMENT OF PLANNING 8 TH FLOOR, 417 EAST FAYETTE STREET		
	SUBJECT	CITY COUNCIL BILL #17-0055/ PARKING LOT WITH FENCE, IN A PORTION OF THE NORTH SIDE OF THE BED OF BATH STREET, BETWEEN CALVERT STREET AND GUILFORD AVENUE		

TO

DATE:

The Honorable President and
 Members of the City Council
 City Hall, Room 400
 100 North Holliday Street

May 12, 2017

The Department of Planning has been asked to review and consider City Council Bill #17-0055, 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 reservation; and providing for a special effective date.

The Planning Department has reviewed the request for the continuation of the franchise and has no objection.

If you have any questions, please contact Mr. Wolde Ararsa, Division Chief, Land Use and Urban Design Division at 410-396-4488.

TJS/WA

Attachment

- cc: Mr. Pete Hammen, Chief Operating Officer
 Mr. Jim Smith, Chief of Strategic Alliances
 Ms. Karen Stokes, Mayor's Office
 Mr. Kyron Banks, Mayor's Office
 Mr. Colin Tarbert, Mayor's Office
 The Honorable Edward Reisinger, Council Rep. to Planning Commission
 Mr. David Tanner, BMZA
 Mr. Geoffrey Veale, Zoning Administration
 Ms. Sharon Daboin, DHCD
 Mr. Patrick Fleming, DOT
 Ms. Elena DiPietro, Law Dept.
 Ms. Natawna Austin, Council Services
 Mr. Francis Burnszynski, PABC

no objection



BALTIMORE HOUSING

CATHERINE PUGH
Mayor

MICHAEL BRAVERMAN
Acting Executive Director, HABC
Acting Commissioner, HCD

MEMORANDUM

To: The Honorable President and Members of the Baltimore City Council
c/o Natawna Austin, Executive Secretary

From: Michael Braverman, Acting Commissioner *MB*

Date: May 15, 2017

Re: **City Council Bill 17-0055 - 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**

The Department of Housing and Community Development (HCD) has reviewed City Council Bill 17-0055, 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.

If enacted, this bill would reestablish a franchise agreement with MD-North Calvert Street, LLC, the new owner of the property that was previously owned by A.S. Abell Company. The original franchise agreement with A.S. Abell Company was for the use and maintenance of an existing parking lot that was originally covered by Ordinance 713 which was approved in 1974 for period not to exceed 25 years.

The Department of Housing and Community Development supports the passage of City Council Bill 17-0055.

MB:sd

cc: Ms. Karen Stokes, *Mayor's Office of Government Relations*
Mr. Kyron Banks, *Mayor's Office of Government Relations*



Favorable

CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



DEPARTMENT OF TRANSPORTATION

FRANK J. MURPHY, Acting Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

June 2, 2017

The Honorable President and Members
Of the Board of Estimates
Room 204, City Hall

City Council Bill 17-0055 – Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the North Side of the Bed of Bath Street, Between Calvert Street Guilford Avenue

Dear Mr. President and Honorable Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

We request your Honorable Board's approval to assess a franchise fee associated with City Council Bill 17-0055 Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the North Side of the Bed of Bath Street, Between Calvert Street Guilford Avenue in the amount of \$8,246.87 annually.

BACKGROUND/EXPLANATION:

City Council Bill 17-0055 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 location, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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.

Visit our website @ www.baltimorecity.gov

FROM	NAME & TITLE	Niles R. Ford, PhD, Chief of Fire Department <i>NRF</i>
	AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 East Fayette St. _21202
	SUBJECT	City Council Bill #17-0055 Response to Franchise-Parking Lot, with a Chain Link Fence, in a Portion of the North Side of Bed of Bath Street Between Calvert Street and Guilford Avenue.

CITY of
BALTIMORE
MEMO



TO


**The Honorable Bernard C. Young, President
And All Members of the Baltimore City Council
City Hall, Room 408**

DATE: **May 22, 2017**

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.

The Baltimore City Fire Department has no objections to City Council bill 17-0055.

No objection

FROM	NAME & TITLE	Frank J. Murphy, Acting Director	CITY of BALTIMORE	
	AGENCY NAME & ADDRESS	Department of Transportation (DOT) 417 East Fayette Street, Room 527		
	SUBJECT	City Council Bill 17-0055	M E M O	

TO The Honorable President and
Members of the City Council
c/o Natawna Austin
Room 400 City Hall

May 4, 2017

I am herein reporting on City Council Bill 17-0055 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 location, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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. Although the original franchise agreement has expired the building owner continued to abide by the appropriate terms and conditions. The intent of this bill is to formalize this arrangement.

The Department of Transportation supports this bill.

Thank you for this opportunity to comment.

Respectfully,

Frank J. Murphy

Frank J. Murphy
Acting Director

FJM/PAF

Cc: Karen Stokes, Mayor's Office
Kyron Banks, Mayor's Office

Favorable

Scott, Evette

From: Austin, Natawna B.
Sent: Thursday, June 01, 2017 2:49 PM
To: Scott, Evette
Cc: Fleming, Patrick
Subject: Franchise Information - City Council Bills 17-0054 and 17-0055

Importance: High

Good Afternoon Evette,

Below is the Franchise fee information you requested. Please let us know if you have any other questions. Have a great weekend!

From: Fleming, Patrick
Sent: Thursday, June 01, 2017 2:27 PM
To: Simmons, Brenda; Austin, Natawna B.
Cc: Griffin, Laetitia
Subject: RE: Message

See below.

17-0055 Fence – 325' X 14.5' = 4712.50 SF X \$1.75/SF = \$8246.87/annual fee

17-0054 Bridgeway – 66' X 12' = 792.00SF X \$15.80/SF = \$12,514.60/annual fee

Patrick A. Fleming

Senior Manager of Legislative Affairs
Baltimore City Department of Transportation

417 E. Fayette St.
Baltimore, MD 21202

443-984-3696 – Office
443-865-4492 – Cell

Patrick.fleming@baltimorecity.gov

From: Simmons, Brenda
Sent: Thursday, June 01, 2017 12:15 PM
To: Fleming, Patrick; Austin, Natawna B.
Cc: Griffin, Laetitia
Subject: RE: Message
Importance: High

Hi Patrick:

The franchise fee information is needed for these two City Council bills otherwise they will be pulled from the agenda for next week.

Thank You,
Brenda Simmons


Brenda Simmons
Contract Administration
Dept. of Transportation
417 E. Fayette Street
Room 534
410-396-6815 - Office
410-783-4746 - FAX
Baltimore, Maryland 21202
brenda.simmons@baltimorecity.gov

Confidential Notice:

This e-mail, including any attachment(s), is intended for receipt and use by the intended addressee(s), and may contain legal or other confidential and privileged information. If you are not an intended recipient of this e-mail, you are hereby notified that any unauthorized use or distribution of this e-mail is strictly prohibited, and requested to delete this communication and its attachment(s) without making any copies thereof and to contact the sender of this e-mail immediately. Nothing contained in the body and/or header of this e-mail is intended as a signature or intended to bind the addressor or any person represented by the addressor to the terms of any agreement that may be the subject of this e-mail or its attachment(s), except where such intent is expressly indicated.



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: [@bmorecityDOT](https://twitter.com/bmorecityDOT)

: [BaltimoreCityDOT](https://www.facebook.com/BaltimoreCityDOT)

From: Fleming, Patrick
Sent: Thursday, June 01, 2017 11:42 AM
To: Duplessis, Helen A.
Cc: Simmons, Brenda
Subject: Re: Message

I just stepped out of the office but will call when I'm back. I am probably already working on the answer now.

Patrick A. Fleming
Sr. Manager of Legislative Affairs
Baltimore City Dept. of Transportation

Sent from my iPhone, please excuse any spelling, grammar, or punctuation errors.

On Jun 1, 2017, at 11:40 AM, Duplessis, Helen A. <Helen.Duplessis@baltimorecity.gov> wrote:

<image001.gif>

Mr. Patrick please contact Councilman Jack's young office regarding City Council Bills 17-00054 and 17-00055.

Helen DuPlessis OSSIII
Department of Transportation
Transit Bureau
417 E Fayette Street, Room 559
(P) 410.396.8139
(F) 410.547.1036
helen.duplessis@baltimorecity.gov
<image004.jpg>

BALTIMORE CITY COUNCIL
Housing And Urban Affairs Committee
VOTING RECORD

DATE: 9-25-17

BILL#CC: 17- 0055 BILL TITLE: Ordinance – 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

MOTION BY: GCHLFR SECONDED BY: BURNETT

FAVORABLE

FAVORABLE WITH AMENDMENTS

UNFAVORABLE

WITHOUT RECOMMENDATION

NAME	YEAS	NAYS	ABSENT	ABSTAIN
Bullock, J. Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schleifer, I. Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Burnett, K.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry, B.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sneed ,S.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cohen, Z	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dorsey, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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TOTALS	12	0		

CHAIRPERSON: John Bullock

COMMITTEE STAFF: Richard G. Krummerich, Initials: RK

CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor

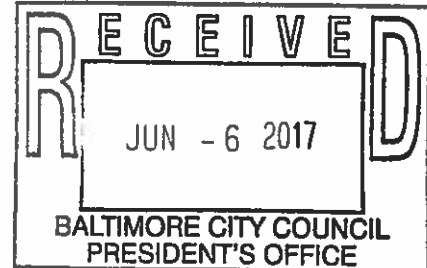


DEPARTMENT OF TRANSPORTATION

FRANK J. MURPHY, Acting Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

June 2, 2017

The Honorable President and Members
Of the Board of Estimates
Room 204, City Hall



City Council Bill 17-0055 – Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the North Side of the Bed of Bath Street, Between Calvert Street Guilford Avenue

Dear Mr. President and Honorable Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

We request your Honorable Board's approval to assess a franchise fee associated with City Council Bill 17-0055 Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the North Side of the Bed of Bath Street, Between Calvert Street Guilford Avenue in the amount of \$8,246.87 annually.

BACKGROUND/EXPLANATION:

City Council Bill 17-0055 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 location, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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.

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The property binds on the public sidewalk adjoining Bath Street for a distance of 325 feet, more or less. Although the original franchise agreement has expired the building owner continued to abide by the appropriate terms and conditions. The dimensions of the fence encroachment is 325' by 14.5', or 4712.50 sf.



FRANK J. MURPHY, ACTING DIRECTOR
DEPARTMENT OF TRANSPORTATION



1

FROM	NAME & TITLE	Niles R. Ford, PhD, Chief of Fire Department <i>NR</i>
	AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 East Fayette St. _21202
	SUBJECT	City Council Bill #17-0055 Response to Franchise-Parking Lot, with a Chain Link Fence, in a Portion of the North Side of Bed of Bath Street Between Calvert Street and Guilford Avenue.

CITY of
BALTIMORE
MEMO

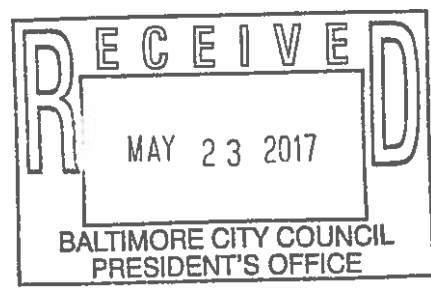


TO **The Honorable Bernard C. Young, President
And All Members of the Baltimore City Council
City Hall, Room 408**

DATE: **May 22, 2017**

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.

The Baltimore City Fire Department has no objections to City Council bill 17-0055.



No obj



BALTIMORE HOUSING

CATHERINE PUGH
Mayor

MICHAEL BRAVERMAN
Acting Executive Director, HABCD
Acting Commissioner, HCD

MEMORANDUM

To: The Honorable President and Members of the Baltimore City Council
c/o Natawna Austin, Executive Secretary

From: Michael Braverman, Acting Commissioner 

Date: May 15, 2017

Re: **City Council Bill 17-0055 - 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**

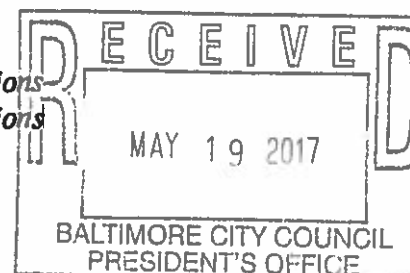
The Department of Housing and Community Development (HCD) has reviewed City Council Bill 17-0055, for the purpose of granting a franchise to MD-North Calvert Street, LLC, to use and maintain an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street 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.

If enacted, this bill would reestablish a franchise agreement with MD-North Calvert Street, LLC, the new owner of the property that was previously owned by A.S. Abell Company. The original franchise agreement with A.S. Abell Company was for the use and maintenance of an existing parking lot that was originally covered by Ordinance 713 which was approved in 1974 for period not to exceed 25 years.

The Department of Housing and Community Development supports the passage of City Council Bill 17-0055.

MB:sd

cc: Ms. Karen Stokes, *Mayor's Office of Government Relations*
Mr. Kyrion Banks, *Mayor's Office of Government Relations*



CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



DEPARTMENT OF LAW

101 City Hall
Baltimore, Maryland 21202

May 18, 2017

The Honorable President and Members
of the Baltimore City Council
Attn: Natawna B. Austin, Executive Secretary
Room 409, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Re: City Council Bill 17-0055 – 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

Dear President and City Council Members:

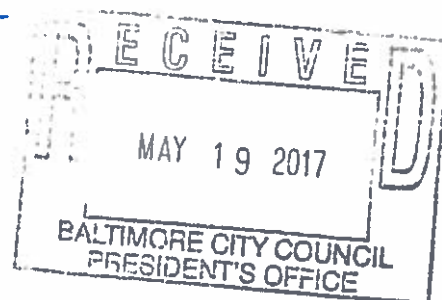
The Law Department has reviewed City Council Bill 17-0055 for form and legal sufficiency. The bill would grant a franchise to MD-North Calvert Street, LLC, to use and maintain an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street and Guilford 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. It provides for a special effective date.

The Baltimore City Charter requires that any given franchise be granted by ordinance containing the terms and conditions of the grant. City Charter, Art. VIII, § 1. A bill granting a franchise must be referred to the Board of Estimates (“BOE”) after first reading. City Charter, Art. VIII, § 2. Thereafter, the BOE is empowered to establish by vote or resolution the compensation paid to the City and may alter the terms and conditions under which a franchise is granted. *Id.* The compensation and the terms and conditions approved by the BOE must be attached to the bill before the bill can be enacted. *Id.*

Assuming the above procedural requirements are met, the Law Department will approve the bill for form and legal sufficiency.

Sincerely,

Victor K. Tervalo
Chief Solicitor



cc: David Ralph, Acting City Solicitor
Karen Stokes, Director, Mayor's Office of Government Relations
Kyron Banks, Mayor's Legislative Liaison
Elena DiPietro, Chief Solicitor, General Counsel Division
Hilary Ruley, Chief Solicitor
Jennifer Landis, Assistant Solicitor

FROM	NAME & TITLE	THOMAS J. STOSUR, DIRECTOR
	AGENCY NAME & ADDRESS	DEPARTMENT OF PLANNING 8 TH FLOOR, 417 EAST FAYETTE STREET
	SUBJECT	CITY COUNCIL BILL #17-0055/ PARKING LOT WITH FENCE, IN A PORTION OF THE NORTH SIDE OF THE BED OF BATH STREET, BETWEEN CALVERT STREET AND GUILFORD AVENUE

CITY of
BALTIMORE
MEMO



DATE:

TO

The Honorable President and
Members of the City Council
City Hall, Room 400
100 North Holliday Street

May 12, 2017

The Department of Planning has been asked to review and consider City Council Bill #17-0055, 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 reservation; and providing for a special effective date.

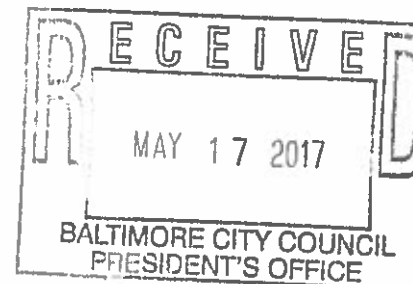
The Planning Department has reviewed the request for the continuation of the franchise and has no objection.

If you have any questions, please contact Mr. Wolde Ararsa, Division Chief, Land Use and Urban Design Division at 410-396-4488.


TJS/WA

Attachment

cc: Mr. Pete Hammen, Chief Operating Officer
Mr. Jim Smith, Chief of Strategic Alliances
Ms. Karen Stokes, Mayor's Office
Mr. Kyron Banks, Mayor's Office
Mr. Colin Tarbert, Mayor's Office
The Honorable Edward Reisinger, Council Rep. to Planning Commission
Mr. David Tanner, BMZA
Mr. Geoffrey Veale, Zoning Administration
Ms. Sharon Daboin, DHCD
Mr. Patrick Fleming, DOT
Ms. Elena DiPietro, Law Dept.
Ms. Natawna Austin, Council Services
Mr. Francis Burnszynski, PABC



no obj

FROM	NAME & TITLE	Frank J. Murphy, Acting Director	CITY of BALTIMORE	
	AGENCY NAME & ADDRESS	Department of Transportation (DOT) 417 East Fayette Street, Room 527		
	SUBJECT	City Council Bill 17-0055	M E M O	

TO The Honorable President and
Members of the City Council
c/o Natawna Austin
Room 400 City Hall

May 4, 2017


I am herein reporting on City Council Bill 17-0055 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 location, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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. Although the original franchise agreement has expired the building owner continued to abide by the appropriate terms and conditions. The intent of this bill is to formalize this arrangement.

The Department of Transportation supports this bill.

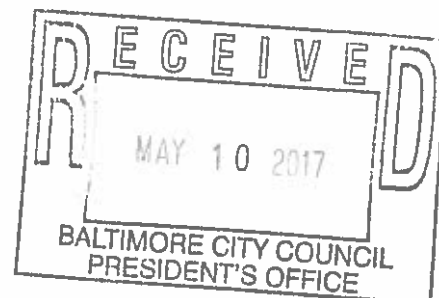
Thank you for this opportunity to comment.

Respectfully,


Frank J. Murphy
Acting Director

FJM/PAF

Cc: Karen Stokes, Mayor's Office
Kyron Banks, Mayor's Office



F



HEARING NOTES

Bill: CC 17-0055

Ordinance – 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.

Committee: Housing and Urban Affairs
Chaired By: Councilmember John Bullock

Hearing Date: May 25, 2017
Time (Beginning): 2:05 PM
Time (Ending): 2:20 PM
Location: Clarence "Du" Burns Chamber
Total Attendance: 22
Committee Members in Attendance:
John Bullock Ryan Dorsey
Isaac "Yitzy" Schleifer
Kristerfer Burnett
Sharon Sneed
Zeke Cohen

Bill Synopsis in the file?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Attendance sheet in the file?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Agency reports read?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Hearing televised or audio-digitally recorded?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> n/a
Certification of advertising/posting notices in the file?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> n/a
Evidence of notification to property owners?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> n/a
Final vote taken at this hearing?	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> n/a
Motioned by:	Councilmember Schleifer		
Seconded by:	Councilmember Burnett		
Final Vote:	Fav. with Amendments		

Major Speakers

(This is not an attendance record.)

- Patrick Fleming Department of Transportation
- Jon Laria Attorney for Developer

Major Issues Discussed

1. This Bill was heard concurrently with CC 17-0055 and extends the Franchise for the Parking lot on the south side of the Sun building for 25 years subject to a fee set by the Board of Estimates.

 2. Technical Amendments were adopted and the bill was approved on a 6-0 vote with one Member absent.
-

Further Study

Was further study requested?

Yes No

If yes, describe.

Committee Vote:

J. Bullock:.....	Yea
I. Schleifer:.....	Yea
K. Burnett:.....	Yea
S. Sneed:.....	Yea
Z. Cohen:.....	Yea
R. Dorsey:.....	Yea
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Richard G. Krummerich, Committee Staff

Date: 5-26-17

cc: Bill File
OCS Chrono File

CITY OF BALTIMORE

CATHERINE F. PUGLI, Mayor



OFFICE OF COUNCIL SERVICES

LARRY E. GREENE, Director
415 City Hall, 100 N. Holliday Street
Baltimore, Maryland 21202
410 396-7215 / Fax 410 545 7596
email: larry.greene@baltimorecity.gov

BILL SYNOPSIS

Committee: Housing and Urban Affairs

Bill CC 17-0055

Ordinance – 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.

Sponsor: *President Young, (The Administrator)*

Introduced:

Purpose:

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 bed of Bath Street, between Calvert Street and Guilford Avenue where the 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 agate, along the eastern, southern, and western boundaries of the parking lots, subject to certain terms, conditions, and reservations; and providing for a special effective date.

Effective: Upon enactment

Hearing Date/Time/Location: May 25, 2017 at 2:05 PM in the Council Chambers

Agency Reports

Planning Commission
Department of Transportation
Department of Law
Department of Housing and Community Development
Fire Department
Board of Estimates

No Objection
Favorable
Favorable

Analysis

Current Law

Ordinance 713 of 1974 granted a franchise for the operation of a parking lot on the south side of the Sunpapers Building at 601 North Calvert Street.

Background

This legislation formalizes the relationship between the owners of the Sun newspaper and the City concerning the operation of the parking lot on the south side of the building. The previous franchise expired in 1999 however the parties have honored its terms.

CC 17-0055 extends the previous Franchise for a period of 25 years. The Franchise Fee shall be determined by the Board of Estimates.

Additional Information

Fiscal Note: Not Available

Information Source(s): Bill File

Analysis by: Richard G. Krummerich *RK* Direct Inquiries to: 410-396-1266
Analysis Date: 5-23-17

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

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

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

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.

Council Bill 17-0055

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

Council Bill 17-0055

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.

Avery

FROM	NAME & TITLE	Kyron Banks, Legislative Liaison <i>KB</i> (S)	CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Mayor's Office of Government Relations City Hall, Room 228		
	SUBJECT	Bill Introduction for the Administration		

DATE: April 17, 2017

TO Avery Aisenstark, Director, Department of Legislative Reference

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

Please prepare the attached for introduction at the City Council meeting scheduled for Monday, April 24, 2017. This bill is introduced at the request of the Administration (Department of Transportation). Please return legislation to this office when completed.

If you have any questions regarding this legislation, please contact Patrick Fleming at 443.984.3696.

Thank you.

KB/sw

Attachment

cc: Karen Stokes, Director, Mayor's Office of Government Relations

INTRODUCTORY*
CITY OF BALTIMORE
COUNCIL BILL _____

APPROVED FOR FORM
STYLE, AND TEXTUAL SUFFICIENCY

4-19-17
DEPT LEGISLATIVE REFERENCE

Introduced by: The Council President
At the request of: The Administration (Department of Transportation)

A BILL ENTITLED

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.

Since the effective date of the Ordinance, the title of the real property has been transferred, and MD-North Calvert Street, LLC, is the current owner. Although

* WARNING: THIS IS AN UNOFFICIAL, INTRODUCTORY COPY OF THE BILL.
THE OFFICIAL COPY CONSIDERED BY THE CITY COUNCIL IS THE FIRST READER COPY.

the original franchise has expired, the franchise fee has continued to be paid. MD-North Calvert Street, LLC, requests that the franchise be reestablished for an additional 25 years.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to MD-North Calvert Street, LLC, its tenants, successors, and assigns (collectively, the "Grantee") to use and maintain, at Grantee's own cost and expense, an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street and Guilford Avenue, that adjoins the property owned by MD-North Calvert Street, LLC (formerly owned by the A.S. Abell Company) and to maintain an existing 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. The franchise is subject to the terms and conditions of this Ordinance.

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

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

SECTION 4. AND BE IT FURTHER ORDAINED, That:

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

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

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

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

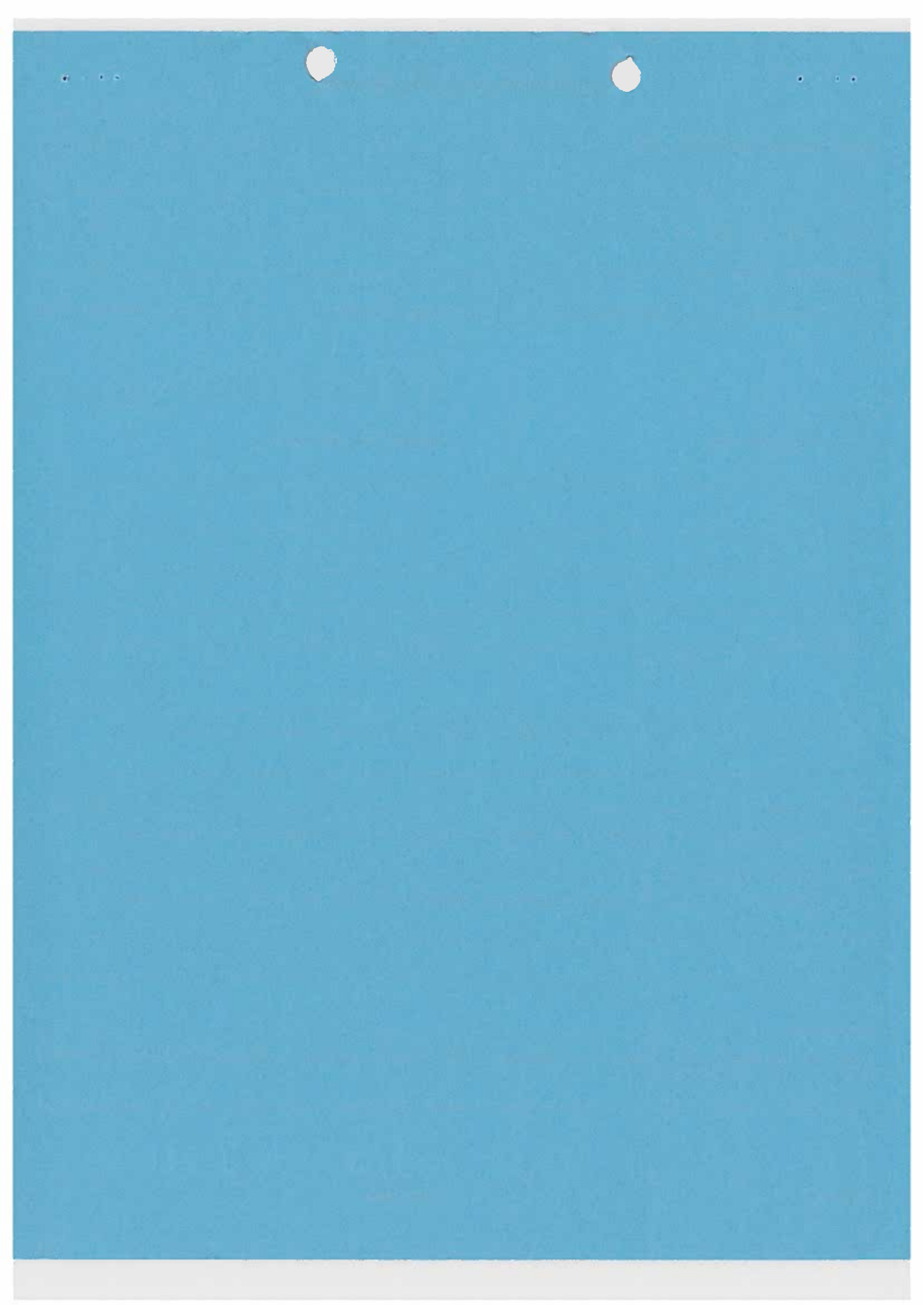
SECTION 8. AND BE IT FURTHER ORDAINED, That at the option of the Mayor and City Council of Baltimore, acting by and through the Director of Transportation, the Grantee's failure to comply with any term or condition of this Ordinance constitutes a forfeiture of the Franchise. Immediately on written notice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

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

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

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

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



ACTION BY THE CITY COUNCIL

APR 24 2017

FIRST READING (INTRODUCTION) _____ 20 _____

PUBLIC HEARING HELD ON MAY 25 _____ 20 17

COMMITTEE REPORT AS OF _____ 20 _____

_____ FAVORABLE _____ UNFAVORABLE FAVORABLE AS AMENDED _____ WITHOUT RECOMMENDATION

[Signature]
Chair

COMMITTEE MEMBERS:

COMMITTEE MEMBERS:

SECOND READING: The Council's action being favorable (unfavorable), this City Council bill was (was not) ordered printed for Third Reading on:

JUN 12 2017

Amendments were read and adopted (defeated) as indicated on the copy attached to this blue backing.

THIRD READING _____ JUN 12 2017

_____ Amendments were read and adopted (defeated) as indicated on the copy attached to this blue backing.

THIRD READING (ENROLLED) _____ 20 _____

_____ Amendments were read and adopted (defeated) as indicated on the copy attached to this blue backing.

THIRD READING (RE-ENROLLED) _____ 20 _____

WITHDRAWAL _____ 20 _____

There being no objections to the request for withdrawal, it was so ordered that this City Council Ordinance be withdrawn from the files of the City Council.

[Signature]
President

[Signature]
Chief Clerk

CITY OF BALTIMORE

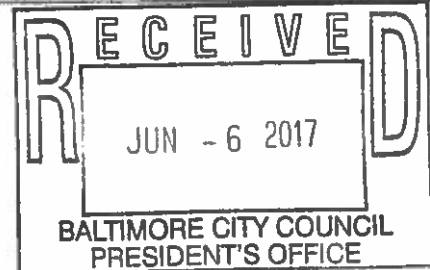
CATHERINE E. PUGH, Mayor



DEPARTMENT OF TRANSPORTATION

FRANK J. MURPHY, Acting Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

June 2, 2017



The Honorable President and Members
Of the Board of Estimates
Room 204, City Hall

City Council Bill 17-0055 – Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the North Side of the Bed of Bath Street, Between Calvert Street Guilford Avenue

Dear Mr. President and Honorable Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

We request your Honorable Board's approval to assess a franchise fee associated with City Council Bill 17-0055 Franchise – Parking Lot, with a Chain Link Fence, in a Portion of the North Side of the Bed of Bath Street, Between Calvert Street Guilford Avenue in the amount of \$8,246.87 annually.

BACKGROUND/EXPLANATION:

City Council Bill 17-0055 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 location, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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.

Visit our website @ www.baltimorecity.gov

The property binds on the public sidewalk adjoining Bath Street for a distance of 325 feet, more or less. Although the original franchise agreement has expired the building owner continued to abide by the appropriate terms and conditions. The dimensions of the fence encroachment is 325' by 14.5', or 4712.50 sf.



FRANK J. MURPHY, ACTING DIRECTOR
DEPARTMENT OF TRANSPORTATION

FROM	NAME & TITLE	Niles R. Ford, PhD, Chief of Fire Department <i>NR</i>
	AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 East Fayette St. _21202
	SUBJECT	City Council Bill #17-0055 Response to Franchise-Parking Lot, with a Chain Link Fence, in a Portion of the North Side of Bed of Bath Street Between Calvert Street and Guilford Avenue

CITY of
BALTIMORE
MEMO

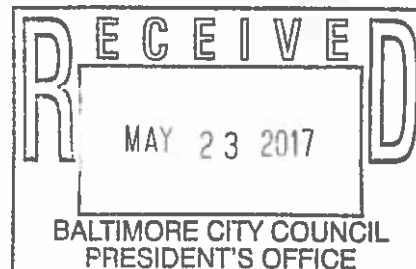


TO **The Honorable Bernard C. Young, President
And All Members of the Baltimore City Council
City Hall, Room 408**

DATE: **May 22, 2017**

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.

The Baltimore City Fire Department has no objections to City Council bill 17-0055.



*No
obj*

CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



DEPARTMENT OF LAW

101 City Hall
Baltimore, Maryland 21202

May 18, 2017

The Honorable President and Members
of the Baltimore City Council
Attn: Natawna B. Austin, Executive Secretary
Room 409, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Re: City Council Bill 17-0055 – 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

Dear President and City Council Members:

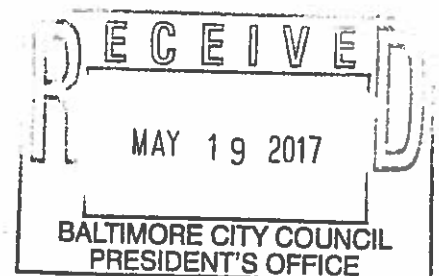
The Law Department has reviewed City Council Bill 17-0055 for form and legal sufficiency. The bill would grant a franchise to MD-North Calvert Street, LLC, to use and maintain an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street and Guilford 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. It provides for a special effective date.

The Baltimore City Charter requires that any given franchise be granted by ordinance containing the terms and conditions of the grant. City Charter, Art. VIII, § 1. A bill granting a franchise must be referred to the Board of Estimates (“BOE”) after first reading. City Charter, Art. VIII, § 2. Thereafter, the BOE is empowered to establish by vote or resolution the compensation paid to the City and may alter the terms and conditions under which a franchise is granted. *Id.* The compensation and the terms and conditions approved by the BOE must be attached to the bill before the bill can be enacted. *Id.*

Assuming the above procedural requirements are met, the Law Department will approve the bill for form and legal sufficiency.

Sincerely,

Victor K. Terval
Chief Solicitor



1977-1980

1981-1984

1985-1988

1989-1992

1993-1996

1997-2000

2001-2004

2005-2008

2009-2012

2013-2016

2017-2020

2021-2024

2025-2028

2029-2032

2033-2036


2037-2040

2041-2044

2045-2048

BALTIMORE CITY COMMISSION
RESOLUTION NO. 100

cc: David Ralph, Acting City Solicitor
Karen Stokes, Director, Mayor's Office of Government Relations
Kyron Banks, Mayor's Legislative Liaison
Elena DiPietro, Chief Solicitor, General Counsel Division
Hilary Ruley, Chief Solicitor
Jennifer Landis, Assistant Solicitor

FROM	NAME & TITLE	Frank J. Murphy, Acting Director	CITY of BALTIMORE	
	AGENCY NAME & ADDRESS	Department of Transportation (DOT) 417 East Fayette Street, Room 527		
	SUBJECT	City Council Bill 17-0055		

M E M O

TO The Honorable President and
Members of the City Council
c/o Natawna Austin
Room 400 City Hall

May 4, 2017

I am herein reporting on City Council Bill 17-0055 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 location, subject to certain terms, conditions, and reservations; and providing for a special effective date.

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. Although the original franchise agreement has expired the building owner continued to abide by the appropriate terms and conditions. The intent of this bill is to formalize this arrangement.

The Department of Transportation supports this bill.

Thank you for this opportunity to comment.

Respectfully,




Frank J. Murphy
Acting Director

FJM/PAF

Cc: Karen Stokes, Mayor's Office
Kyrone Banks, Mayor's Office




FROM	NAME & TITLE	THOMAS J. STOSUR, DIRECTOR	CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	DEPARTMENT OF PLANNING 8 TH FLOOR, 417 EAST FAYETTE STREET		
	SUBJECT	CITY COUNCIL BILL #17-0055/ PARKING LOT WITH FENCE, IN A PORTION OF THE NORTH SIDE OF THE BED OF BATH STREET, BETWEEN CALVERT STREET AND GUILFORD AVENUE		

DATE:

TO

May 12, 2017

The Honorable President and
Members of the City Council
City Hall, Room 400
100 North Holliday Street

The Department of Planning has been asked to review and consider City Council Bill #17-0055, 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 reservation; and providing for a special effective date.

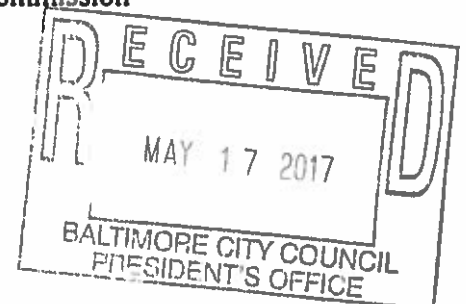
The Planning Department has reviewed the request for the continuation of the franchise and has no objection.

If you have any questions, please contact Mr. Wolde Ararsa, Division Chief, Land Use and Urban Design Division at 410-396-4488.

TJS/WA

Attachment

cc: Mr. Pete Hammen, Chief Operating Officer
Mr. Jim Smith, Chief of Strategic Alliances
Ms. Karen Stokes, Mayor's Office
Mr. Kyron Banks, Mayor's Office
Mr. Colin Tarbert, Mayor's Office
The Honorable Edward Reisinger, Council Rep. to Planning Commission
Mr. David Tanner, BMZA
Mr. Geoffrey Veale, Zoning Administration
Ms. Sharon Daboin, DHCD
Mr. Patrick Fleming, DOT
Ms. Elena DiPietro, Law Dept.
Ms. Natawna Austin, Council Services
Mr. Francis Burnszynski, PABC



Handwritten signatures



BALTIMORE HOUSING

CATHERINE PUGH
Mayor

MICHAEL BRAVERMAN
Acting Executive Director, HAABC
Acting Commissioner, HCD

MEMORANDUM

To: The Honorable President and Members of the Baltimore City Council
c/o Natawna Austin, Executive Secretary

From: Michael Braverman, Acting Commissioner *MB*

Date: May 15, 2017

Re: **City Council Bill 17-0055 - 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**

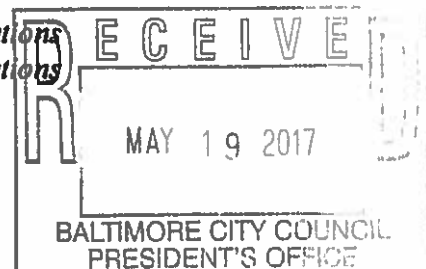
The Department of Housing and Community Development (HCD) has reviewed City Council Bill 17-0055, for the purpose of granting a franchise to MD-North Calvert Street, LLC, to use and maintain an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street 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.

If enacted, this bill would reestablish a franchise agreement with MD-North Calvert Street, LLC, the new owner of the property that was previously owned by A.S. Abell Company. The original franchise agreement with A.S. Abell Company was for the use and maintenance of an existing parking lot that was originally covered by Ordinance 713 which was approved in 1974 for period not to exceed 25 years.

The Department of Housing and Community Development supports the passage of City Council Bill 17-0055.

MB:sd

cc: Ms. Karen Stokes, *Mayor's Office of Government Relations*
Mr. Kyron Banks, *Mayor's Office of Government Relations*



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

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

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

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.

Council Bill 17-0055

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

Council Bill 17-0055

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.

4-19-17

INTRODUCTORY*

**CITY OF BALTIMORE
COUNCIL BILL 17-0255**

Introduced by: The Council President
At the request of: The Administration (Department of Transportation)

A BILL ENTITLED

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**

HUA?
Law
Planning Dept
ACD
DOT
Fire
BOE

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.

Since the effective date of the Ordinance, the title of the real property has been transferred, and MD-North Calvert Street, LLC, is the current owner. Although

* WARNING: THIS IS AN UNOFFICIAL, INTRODUCTORY COPY OF THE BILL.
THE OFFICIAL COPY CONSIDERED BY THE CITY COUNCIL IS THE FIRST READER COPY.

the original franchise has expired, the franchise fee has continued to be paid. MD-North Calvert Street, LLC, requests that the franchise be reestablished for an additional 25 years.

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to MD-North Calvert Street, LLC, its tenants, successors, and assigns (collectively, the "Grantee") to use and maintain, at Grantee's own cost and expense, an existing parking lot located in a portion of the north side of the bed of Bath Street, between Calvert Street and Guilford Avenue, that adjoins the property owned by MD-North Calvert Street, LLC (formerly owned by the A.S. Abell Company) and to maintain an existing 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. The franchise is subject to the terms and conditions of this Ordinance.

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

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

SECTION 4. AND BE IT FURTHER ORDAINED, That:

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

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

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

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

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

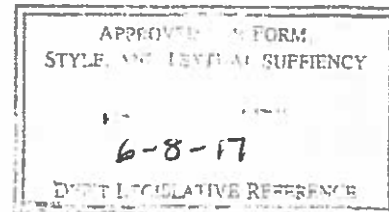
SECTION 9. AND BE IT FURTHER ORDAINED, That at any time and without prior notice, the Mayor of Baltimore City may revoke the Franchise if, in the Mayor's judgment, the public interest, welfare, safety, or convenience so requires. Immediately on written notice to the Grantee of the exercise of this right,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

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

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

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

AMENDMENTS TO COUNCIL BILL 17-0055
(1st Reader Copy)



By: Housing and Urban Affairs Committee

Amendment No. 1

On page 2, in line 23, in the blank, insert “8,246.87”.

Amendment No. 2

On page 2, strike lines 35 through 38 in their entirety and substitute

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

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

Amendment No. 3

On page 3, in line 22, after “Mayor’s”, insert “reasonable”.

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

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

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

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

14 **Recitals**

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

Council Bill 17-0055

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