



Legislation Details (With Text)

File #: 12-0109 **Version:** 0 **Name:** Franchise - Private Pedestrian Bridgeways Above and Across and Private Tunnels Under and Across a Portion of Marion Street Right-of-way

Type: Ordinance **Status:** Enacted

File created: 7/16/2012 **In control:** City Council

On agenda: **Final action:** 10/26/2012

Enactment date: **Enactment #:** 12-62

Title: Franchise - Private Pedestrian Bridgeways Above and Across and Private Tunnels Under and Across a Portion of Marion Street Right-of-way

FOR the purpose of granting a franchise to CB Fayette Street Baltimore, LLC, to use and maintain two existing private pedestrian bridgeways above and across and two existing private tunnels under and across a portion of Marion Street right-of-way, subject to certain terms, conditions, and reservations; and providing for a special effective date.

Sponsors: City Council President (Administration)

Indexes: Bridgeway, Franchise, Pedestrian

Code sections:

Attachments: 1. 12-0109 - 1st Reader.pdf, 2. Transportation - 12-0109.pdf, 3. HCD - 12-0109.pdf, 4. General Services - 12-0109.pdf, 5. Law - 12-0109.pdf, 6. Fire - 12-0109.pdf, 7. Planning - 12-0109.pdf, 8. General Services - 12-0109 -REV.pdf, 9. Board of Estimates - 12-0109.pdf, 10. 12-0109 - 3rd Reader.pdf

Date	Ver.	Action By	Action	Result
10/26/2012	0	Mayor	Signed by Mayor	
10/22/2012	0	City Council	Approved and Sent to the Mayor	
10/15/2012	0	Housing and Community Development Committee	Recommended Favorably	
10/15/2012	0	City Council	Amended	
10/15/2012	0	City Council	Advanced to 3rd Rdr., Adopted Comm. Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/19/2012	0	The City Council	Referred for a Report	
7/16/2012	0	City Council	Assigned	
7/16/2012	0	Housing and Community Development Committee	Scheduled for a Public Hearing	
7/16/2012	0	City Council	Introduced	

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INTRODUCTORY*

CITY OF BALTIMORE
COUNCIL BILL

Introduced by: The Council President
At the request of: The Administration (Department of General Services)
A BILL ENTITLED

AN ORDINANCE concerning
Franchise - Private Pedestrian Bridgeways Above and Across and Private Tunnels Under and Across a Portion of Marion Street Right-of-way

FOR the purpose of granting a franchise to CB Fayette Street Baltimore, LLC, to use and maintain two existing private pedestrian bridgeways above and across and two existing private tunnels under and across a portion of Marion Street right-of-way, 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 937 of 1987 granted permission and authority to PKLB Limited Partnership, a limited partnership formed under the laws of the State of Maryland, its successors and assigns, to maintain and operate at its own cost and expense for a period not exceeding 25 years, existing and enclosed bridgeways above and across, and existing tunnels under and across portions of Marion Street right-of-way, between Howard Street and Kimmel Alley.

The bridgeways and tunnels connect the premises referred to in the franchise as 302-306 West Fayette Street to the premises referred to as 301-303-305-307-309 West Lexington Street now known as 300-306 West Fayette Street and 118 North Howard Street, respectively. The existing structures are an enclosed bridgeway 6-stories high, a second enclosed bridgeway 7-stories high, an approximately 20 foot long by 27 feet wide by 24.5 feet high tunnel, and an approximately 20 foot long by 15 foot wide by 7 foot high tunnel.

CB Fayette Street Baltimore, LLC, a Delaware limited liability company, the current owner of the premises, is the successor in interest to the rights of PKLB Limited Partnership as Grantee under Ordinance 937 of 1987.

Portions of the private bridgeways and tunnels will continue to be located above and under the public right-of-way. CB Fayette Street Baltimore, LLC, is requesting to renew the franchise 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 CB Fayette Street Baltimore, LLC, its tenants, successors, and assigns (collectively, the "Grantee") to use and maintain, at Grantee's own cost and expense, and subject to the terms and conditions of this Ordinance, the following described existing structures in, over or under the bed of Marion Street.

(a) An existing enclosed bridgeway, 6-stories high, above and across the bed of Marion Street, to connect the

rear of the premises known as 300-306 West Fayette Street, with the rear of the premises known as 118 North Howard Street; that the lowest part of the bridgeway is not less than 14 feet above the surface of Marion Street, and that the bridgeway is approximately 20 feet long, 62 feet 9 ³/₄ inches wide, and 6-stories high. The center line of the bridgeway is located approximately 105 feet west of the west building line of North Howard Street.

(b) An existing enclosed bridgeway, 7-stories high, adjoining the west wall of the above 6-story bridgeway, above and across the bed of Marion Street, to connect the rear of the premises known as 300-306 West Fayette Street with the rear of the premises known as 118 North Howard Street, upon the following terms and conditions: that the lowest part of the bridgeway is not less than 14 feet above the surface of Marion Street, and the first 6 stories of the bridgeway are approximately 20 feet long and 40 feet 3 inches wide, and the 7th floor of the bridgeway is approximately 20 feet long and 22 feet 9 inches wide. The center line of the bridgeway is located approximately 157 feet west of the west building line of North Howard Street.

(c) An existing tunnel in and under the bed of Marion Street, to connect the rear of the premises known as 300-306 West Fayette Street with the rear of the premises known as 118 North Howard Street, upon the following terms and conditions: that the tunnel connects the basement of the building known as 300-306 West Fayette Street with the basement of the building known as 118 North Howard Street; the tunnel's inside measurements are approximately 20 feet long, 27 feet wide, and 24 feet 6 inches high; and the west wall of the tunnel is located approximately 112 feet west of the west building line of North Howard Street.

(d) An existing tunnel in and under the bed of Marion Street, to connect the rear of the premises known as 300-306 West Fayette Street with the rear of the premises known as 118 North Howard Street, upon the following terms and conditions: that the tunnel connects the basement of the building known as 300-306 West Fayette Street with the first floor of the building known as 118 North Howard Street; and the tunnel is approximately 20 feet long, 15 feet wide, and 7 feet high. The center line of the tunnel is located approximately 163 feet west of the west building line of North Howard Street.

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 renewal terms, is 25 years.

(b) The Mayor and City Council of Baltimore, acting by and through the Director of General Services, 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.

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 General Services. 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 General Services, 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 reasonable 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 General Services, and (iii) completed within the time specified in writing by the Director of General Services.

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.

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