City of Baltimore

City Council
City Hall, Room 408
100 North Holliday Street
Baltimore, Maryland 21202

Legislation Details (With Text)

File #:	17-0055	**Version:**	0	**Name:**	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
Type:	Ordinance			**Status:**	Enacted
File created:	4/24/2017			**In control:**	City Council
On agenda:				**Final action:**	6/13/2017
Enactment date:				**Enactment #:**	17-034

Title: 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.

Sponsors: City Council President (Administration)

Indexes: Franchise, Parking Lot

Code sections:

Attachments: 1. 17-0055~1st Reader, 2. DOT 17-0055, 3. Planning 17-0055, 4. Law 17-0055, 5. HDC 17-0055, 6. Fire 17-0055, 7. Franchise Summery Letter 17-0055, 8. 17-0055~3rd Reader, 9. 2nd Reader Amendments 17-0055, 10. Completed Legislative File 17-0055

Date	Ver.	Action By	Action	Result
6/19/2017	0	Mayor	Signed by Mayor	
6/12/2017	0	City Council	Approved and Sent to the Mayor	
6/12/2017	0	Housing and Urban Affairs Committee	Recommended Favorably with Amendment	
6/12/2017	0	City Council	3rd Reader, for final passage	
5/25/2017	0	Housing and Urban Affairs Committee	Recommended Favorably with Amendment	Pass
5/15/2017	0	Housing and Urban Affairs Committee	Scheduled for a Public Hearing	
4/27/2017	0	The City Council	Refer to Dept. of Fire	
4/27/2017	0	The City Council	Refer to Board of Estimates	
4/27/2017	0	The City Council	Refer to Dept. of Housing and Community Development	
4/27/2017	0	The City Council	Refer to Dept. of Transportation	
4/27/2017	0	The City Council	Refer to City Solicitor	
4/27/2017	0	The City Council	Refer to Dept. of Planning	
4/24/2017	0	City Council	Assigned	
4/24/2017	0	City Council	Introduced	

*** Warning:** This is an unofficial, introductory copy of the bill.
The official copy considered by the City Council is the first reader copy.

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Introductory*

City of Baltimore
Council Bill

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
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.

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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.

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