



Legislation Text

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INTRODUCTORY*

CITY OF BALTIMORE COUNCIL BILL

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

A BILL ENTITLED

AN ORDINANCE concerning
Franchise - Bridgeway over the 2600 Block of West North Avenue

FOR the purpose of granting a franchise to Coppin State University to construct, use, and maintain a private pedestrian bridgeway above and across the 2600 Block of West North Avenue, connecting a classroom and laboratory building to be constructed on the south side of West North Avenue, to a parking garage to be constructed on the north side of West North Avenue; 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

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

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

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

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to Coppin State University, its tenants, successors, and assigns (collectively, the "Grantee") to construct, use, and maintain, at Grantee's own cost and expense, and subject to the terms and conditions of this Ordinance, an enclosed pedestrian bridgeway, approximately 100 feet long by 16 feet wide by 14 feet high, that will connect the building being constructed by the Grantee on the south side of West North Avenue, to the north side of

West North Avenue and an eventual parking garage structure, by crossing the West North Avenue right-of-way, located within an aerial easement area more particularly described as follows:

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

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

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

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

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 Public Works, 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 Public Works. 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 Public Works, 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 Public Works, and (iii) completed within the time specified in writing by the Director of Public Works.

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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