

**CITY OF BALTIMORE
COUNCIL BILL 17-0123
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Department of Transportation)
Introduced and read first time: September 18, 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 – Bridgeway over Linden Avenue**

3 FOR the purpose of granting a franchise to Maryland General Hospital, Inc., to construct, use, and
4 maintain an elevated bridgeway that is to be located above and across Linden Avenue,
5 approximately 260.17 feet north of the southern building line on the northerly side of
6 Madison Avenue, to connect a proposed new hospital building on the west side of Linden
7 Avenue with the existing main hospital building on the east side of Linden Avenue, subject to
8 certain terms, conditions, and reservations; and providing for a special effective date.

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

13 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a
14 franchise or right is granted to Maryland General Hospital, Inc., its tenants, successors, and
15 assigns (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and
16 expense, and subject to the terms and conditions of this Ordinance, an elevated bridgeway above
17 and across Linden Avenue approximately 260.17 feet north of the southern building line on the
18 northerly side of Madison Street, which elevated walkway or bridgeway is to connect the existing
19 building of the Grantee situated on the east side of Linden Avenue with a proposed new hospital
20 building of the Grantee situated on the west side of Linden Avenue.

21 **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right
22 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within
23 6 months after the effective date of this Ordinance.

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

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

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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) 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.

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 reasonable judgment, the

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1 public interest, welfare, safety, or convenience so requires. Immediately on written notice to the
2 Grantee of the exercise of this right, the Franchise terminates.

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

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

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