

**CITY OF BALTIMORE  
COUNCIL BILL 14-0427  
(First Reader)**

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Introduced by: The Council President, Councilmember Curran  
At the request of: The Administration (Department of General Services)  
Introduced and read first time: September 8, 2014

Assigned to: Housing and Community Development Committee

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REFERRED TO THE FOLLOWING AGENCIES: Planning Commission, Department of Housing and Community Development, Department of General Services, Department of Transportation, Fire Department, Board of Estimates

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Private Pedestrian Bridgeway Above and Across**  
3 **and Supporting Structures In and Below the**  
4 **4100 Block of Hillen Road Right-of-Way**

5 FOR the purpose of granting a franchise to Morgan State University to construct, use, and maintain  
6 (1) a private pedestrian bridgeway above and across the 4100 block of Hillen Road right-of-  
7 way and (2) the bridgeway foundation and supporting columns in and below the Hillen Road  
8 right-of-way, subject to certain terms, conditions, and reservations; and providing for a special  
9 effective date.

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

14 **Recitals**

15 Morgan State University is constructing an approximately 140,000 square foot  
16 multi-story Business and Management Center (BMC) that will include classrooms,  
17 computer laboratories, meeting spaces, and faculty and staff offices located on the  
18 west side of the 4100 block of Hillen Road, north of the intersection with Argonne  
19 Drive. The BMC is the first of 3 buildings and a parking garage that are planned  
20 for the West Campus.

21 Morgan State University proposes to construct a private pedestrian bridgeway to  
22 facilitate the safe and convenient travel of students, faculty, staff, and visitors  
23 between the University's main campus and the West Campus.

24 Portions of the private pedestrian bridgeway will be located above and across the  
25 public right-of-way in the 4100 block of Hillen Road, and the foundation and  
26 supporting columns will be within the right-of-way.

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

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1       **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
2 franchise or right is granted to Morgan State University, its tenants, successors, and assigns  
3 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,  
4 and subject to the terms and conditions of this Ordinance, a pedestrian bridgeway, approximately  
5 132 feet long by 16 feet wide by 15 feet high, that will connect the West Campus currently being  
6 developed by the Grantee on the west side of Hillen Road, to the east side of Hillen Road by  
7 crossing the Hillen Road right-of-way, located within an aerial easement area more particularly  
8 described as follows:

9               Starting at the Southeastern property corner (Northing: 15509.4629; Easting:  
10 7800.2548) of the West Campus of Morgan State University (Block 3696 Lot 47),  
11 located at the intersection of Hillen Road and Argonne Drive. The following  
12 courses to the point of beginning for the crossing of Hillen Road right-of-way for  
13 the Grantee’s pedestrian bridge: (1) Curve with Length = 63.62 and Radius =  
14 816.18 feet; (2) North 17 degrees 10 minutes 00 seconds East along the western  
15 edge of the Hillen Road 120 foot right-of-way for 482.36 feet; and (3) Curve with  
16 Length = 50.72 and Radius = 4,590.08 feet.

17               Leaving the point of beginning continuing along this line (1) North 16 degrees 24  
18 minutes 40 seconds East for 19.80 feet then leaving the right-of-way to cross Hillen  
19 Road (2) North 81 degrees 49 minutes 21 seconds East for 131.49 feet; then turning  
20 South along the eastern edge of the Hillen Road right-of-way (3) South 15 degrees  
21 44 minutes 42 seconds West for 19.69 feet; leaving the right-of-way line to cross  
22 over Hillen Road (4) South 81 degrees 49 minutes 21 seconds West for 131.74 feet  
23 to the point of beginning.

24               This aerial easement shall be approximately 18 feet wide by 132 feet long by 12  
25 feet high and shall be 14 feet 9 inches above street level at its lowest point.

26               Containing approximately 2,369 square feet in plane, or 0.054 acres, more or less.

27       A franchise or right is also granted to the Grantee to construct, use and maintain, at Grantee’s  
28 own cost and expense, and subject to the terms and conditions of this Ordinance, a foundation to  
29 support the pedestrian bridgeway consisting of caissons, columns, and a grade beam, a portion of  
30 which will project into and below the median in the right-of-way of Hillen Road, located within  
31 an easement area more particularly described as follows:

32               Starting at the Southeastern property corner (Northing: 15509.4629; Easting:  
33 7800.2548) of the West Campus of Morgan State University (Block 3696 Lot 47),  
34 located at the intersection of Hillen Road and Argonne Drive. The following  
35 courses to the point of beginning for the crossing of Hillen Road right-of-way for  
36 the Grantee’s pedestrian bridge: (1) Curve with Length = 63.62 and Radius 816.18  
37 feet; (2) North 17 degrees 10 minutes 00 seconds East along the western edge of the  
38 Hillen Road 120 foot right-of-way for 482.36 feet; (3) Curve with Length = 50.72  
39 and Radius = 4,590.8 feet; (4) Then leaving the right-of-way to cross Hillen Road  
40 North 81 degrees 49 minutes 21 seconds East for 49.60 feet to the point of  
41 beginning.

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1 Leaving the point of beginning continuing along this line (1) North 16 degrees 09  
2 minutes 43 seconds East for 19.76 feet; (2) Then North 81 degrees 49 minutes 21  
3 seconds East for 32.39 feet; (3) Then South 15 degrees 54 minutes 52 seconds West  
4 for 19.72 feet; (4) Then South 81 degrees 49 minutes 21 seconds West for 32.48  
5 feet to the point of beginning.

6 This easement shall be approximately 18 feet wide by 32 feet long by 14 feet 9  
7 inches high and shall connect to the ground level in the median of Hillen Road.

8 Containing approximately 584 square feet in plane, or 0.013 acres, more or less.

9 Directly below the columns there are two caissons with a volume of 4.25 cubic  
10 yards each and a grade beam between them with a volume of 1.1 cubic yards. The  
11 total underground volume of these structures is approximately 9.6 cubic yards.

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

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

20 **SECTION 4. AND BE IT FURTHER ORDAINED,** That:

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

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

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

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

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1       **SECTION 6. AND BE IT FURTHER ORDAINED**, That the Mayor and City Council of Baltimore  
2 expressly reserves the right at all times to exercise, in the interest of the public, full municipal  
3 superintendence, regulation, and control over and in respect to all matters connected with the  
4 Franchise and not inconsistent with the terms of this Ordinance.

5       **SECTION 7. AND BE IT FURTHER ORDAINED**, That the Grantee, at its own cost and expense,  
6 shall maintain in good condition and in compliance with all applicable laws and regulations of  
7 Baltimore City, all structures for which the Franchise is granted. The maintenance of these  
8 structures shall be at all times subject to the regulation and control of the Commissioner of  
9 Housing and Community Development and the Director of General Services. If any structure for  
10 which the Franchise is granted must be readjusted, relocated, protected, or supported to  
11 accommodate a public improvement, the Grantee shall pay all costs and expenses in connection  
12 with the readjustment, relocation, protection, or support.

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

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

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

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

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