

FROM

NAME & TITLE	Niles R. Ford, PhD, Chief of Fire Department <i>NRF</i>
AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 East Fayette St. 21202
SUBJECT	City Council Bill #21-0122 Franchise – Installation of 5 Utilities/Ductbanks

CITY OF
BALTIMORE
MEMO



TO

The Honorable Nick J. Mosby, President
And All Members of the Baltimore City Council
City Hall, Room 408

DATE: November 17, 2021

For the purpose of granting a franchise to The Johns Hopkins University (Developer’s Agreement #1710) to construct, use, and maintain 5 utilities/ductbanks, subject to certain terms, conditions, and reservations; and providing for a special effective date.

The Baltimore City Fire Department has no objections for City Council Bill #21-0122 - Franchise-Installation of 5 Utilities/Ductbanks. The locations shall comply with the Building, Fire, and Related Codes of Baltimore City 2020 Edition (As Enacted by Ord. 15-547, and Last Amended by Ord. 18-1830) and applicable Maryland laws.

The above does not negate any requirements for submission of plans to the Office of the Fire Marshal for review of construction, Fire Detection/Notification/Suppression Systems, and Automatic Sprinkler installation. The location may be subject to an annual fire inspection and/or permits from the Office of the Fire Marshal.

**CITY OF BALTIMORE
COUNCIL BILL 21-0122
(First Reader)**

Introduced by: The Council President

At the request of: The Administration (Department of Transportation)

Introduced and read first time: September 13, 2021

Assigned to: Economic and Community Development Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Department of Finance,
Fire Department, Department of Housing and Community Development, Department of
Planning, Department of Transportation, Parking Authority

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Installation of 5 Utilities/Ductbanks**

3 For the purpose of granting a franchise to The Johns Hopkins University (Developer’s
4 Agreement #1710) to construct, use, and maintain 5 utilities/ductbanks, subject to certain
5 terms, conditions, and reservations; and providing for a special effective date.

6 BY authority of

7 Article VIII - Franchises
8 Baltimore City Charter
9 (1996 Edition)

10 **Recitals**

11 This project proposes to install private utilities/duct banks for the service and benefit of The
12 Johns Hopkins University, the utilities/ductbanks to be located under Wyman Park Drive, to
13 serve current and future buildings.

14 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE**, That a
15 franchise or right is granted to The Johns Hopkins University (Developer’s Agreement #1710),
16 its tenants, successors, and assigns (collectively, the “Grantee”) to construct, use, and maintain,
17 at Grantee’s own cost and expense, and subject to the terms and conditions of this Ordinance, 5
18 utilities/ductbanks, described as follows:

19 Being a portion of the public right of way known as Wyman Park Drive, as owned
20 by the Mayor and City Council of Baltimore City.

21 Commencing at a drill hole set on the western right of way line of Wyman Park
22 Drive a variable public right of way and the end of the sixth or North 31° 44’ 30”
23 West 283.97 foot line of a conveyance from the United States of America to
24 Wyman Park Health System, Inc. by a deed dated March 26, 1982 as recorded
25 among the aforesaid Land Records in Liber CWM Jr. 4169 at Folio 386, thence
26 binding on the sixth line and right of way as now surveyed by Whitman, Requart

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

Council Bill 21-0122

1 & Associates, LLP and referred to the Baltimore City Survey System, South 31° 40' 06"
2 East a distance of 195.36 feet to the point of beginning of the easement the point of
3 beginning having a coordinate of North 10,310.803 and West 1,970.525, thence leaving
4 the sixth line and crossing the right of way of Wyman Park Drive:

5 (1) North 58° 22' 00" East a distance of 54.05 feet to the eastern right of way line of
6 Wyman Park Drive and a point 127.34 feet distant from the end of a line
7 designated number 13 or North 29° 40' 50" West 178.91 foot line as shown on
8 Sheet 2 of 2 of a plat entitled "Boundary Survey Property of Johns Hopkins
9 University" dated September 16, 1999 as prepared by KCI Technologies, Inc.,
10 thence binding on the line of right of way;

11 (2) South 29° 41' 47" East a distance of 21.01 feet, thence leaving line 13 and
12 crossing the right of way of Wyman Park Drive;

13 (3) South 58° 22' 00" West a distance of 53.33 feet to the western right of way line of
14 Wyman Park Drive and the aforementioned sixth line of the conveyance to
15 Wyman Park Health System, Inc., thence binding on the line and right of way;

16 (4) North 31° 40' 06" West a distance of 21.00 feet to a point of beginning.

17 Containing 1,127 square feet or 0.0918 acres of land more or less. All as shown on sheet
18 5 of 10, (drawing C-4) of Developer's Agreement 1710 on file with the Department of
19 Transportation.

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

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

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

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

36 (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of
37 Transportation, or the Grantee may cancel the Franchise as at the end of the initial or any renewal
38 term by giving written notice of cancellation to the other at least 90 days before the end of that
39 term.

Council Bill 21-0122

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

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

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

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

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

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

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

Council Bill 21-0122

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