

CITY OF BALTIMORE
ORDINANCE 22-118
Council Bill 21-0122

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

Committee Report: Favorable with Amendments
Council action:
Read second time: January 10, 2022

AN ORDINANCE CONCERNING

Franchise – Installation of 5 Utilities/Ductbanks

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.

BY authority of
Article VIII - Franchises
Baltimore City Charter
(1996 Edition)

Recitals

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

SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That a franchise or right is granted to The Johns Hopkins University (Developer’s Agreement #1710), 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, 5 utilities/ductbanks, described as follows:

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

Commencing at a drill hole set on the western right of way line of Wyman Park Drive a variable public right of way and the end of the sixth or North 31° 44’ 30” West 283.97 foot line of a conveyance from the United States of America to Wyman Park Health System, Inc. by a deed dated March 26, 1982 as recorded among the aforesaid Land Records in Liber CWM Jr. 4169 at Folio 386, thence 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.
Underlining indicates matter added to the bill by amendment.
~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from existing law by amendment.

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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 \$
25 910.00, 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.

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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.

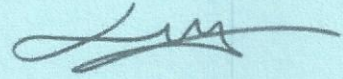
35 **SECTION 11. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall
36 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,
37 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any
38 time subjected 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.

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

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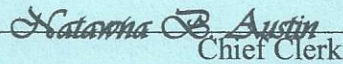
Certified as duly passed this 10 day of January, 2022



President, Baltimore City Council

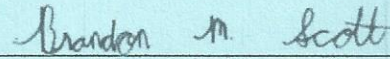
Certified as duly delivered to His Honor, the Mayor,

this 10 day of January, 2022



Chief Clerk

Approved this 22nd day of February, 2022

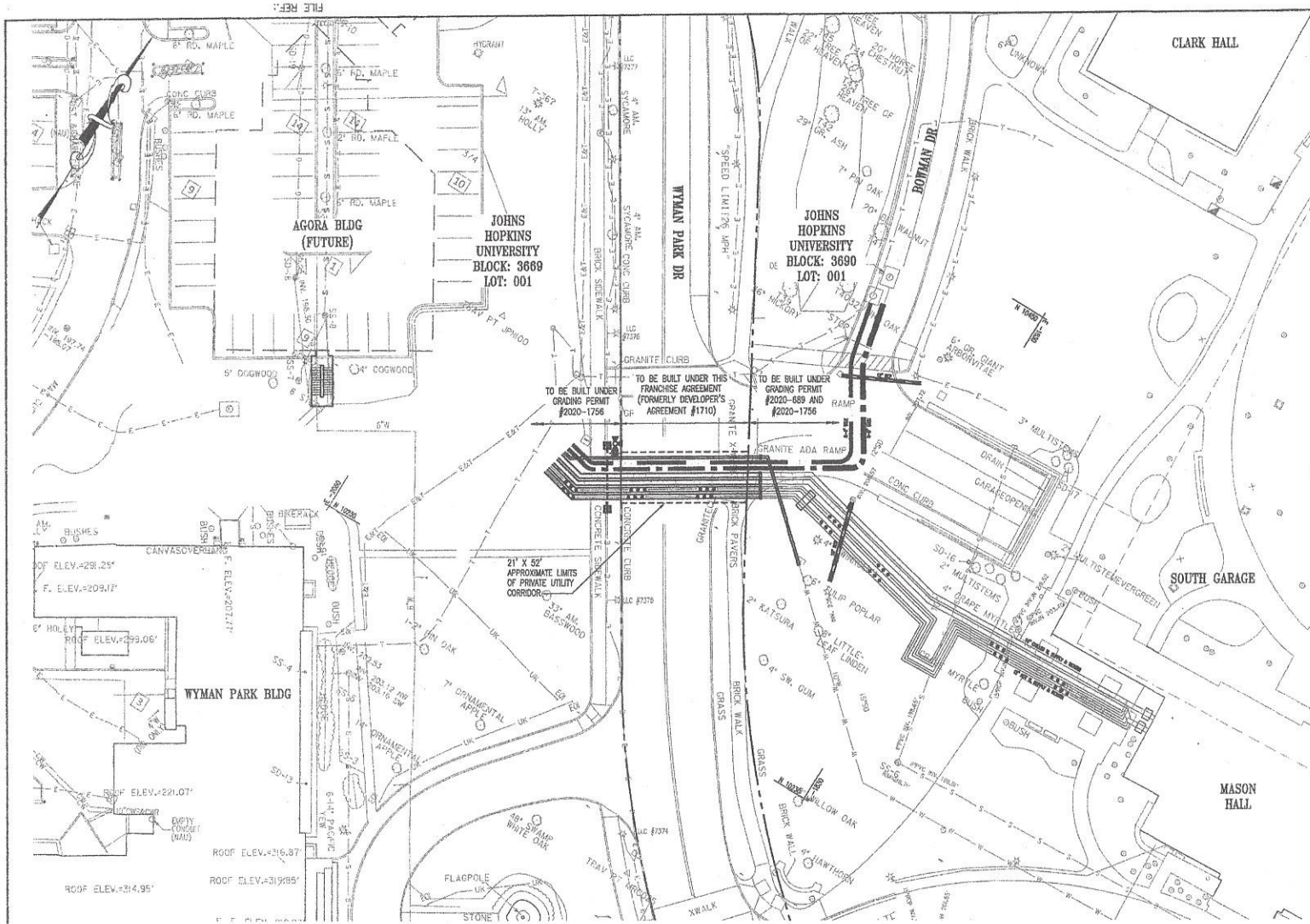


Mayor, Baltimore City

Approved for Form and Legal Sufficiency
This 11th Day of January, 2022.

Elena R DiPietro

Chief Solicitor



REVISIONS			
NO.	DESCRIPTION	DATE	BY

- GENERAL NOTES**
- ONLY WORK PERFORMED IN THE PUBLIC RIGHT OF WAY WILL BE CONSIDERED UNDER THIS FRANCHISE AGREEMENT. CONTINUATION OF THE PROJECT ONTO PRIVATE PROPERTY WILL BE COVERED UNDER A SEPARATE PLAN SET.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITY. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR THE COST AND REPLACEMENT OF ANY DAMAGES DURING HIS OR HER CONSTRUCTION ACTIVITIES.
 - UNLESS SPECIFICALLY NOTED OTHERWISE, WORK ASSOCIATED WITH THIS FRANCHISE AGREEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE BALTIMORE CITY STANDARD DETAILS AND SPECIFICATIONS.
 - PROVIDE STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL FOR THIS DEVELOPER'S AGREEMENT IN ACCORDANCE WITH THE PROJECTS SWM/ESD PLANS. THE ESD # IS 7906 AND HAS BEEN PERMITTED IN CONJUNCTION WITH GRADING PERMIT #2020-689. FIELD CONDITIONS MAY WARRANT THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES IN ADDITION TO THOSE SHOWN ON THE ESD #7906 PLANS AT NO ADDITIONAL COST TO THE OWNER.

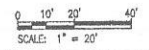
- SITE INFORMATION**
- CRITICAL AREA - THE SITE IS NOT WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
 - URBAN RENEWAL PLAN - THE SITE IS NOT LOCATED IN AN URBAN RENEWAL AREA.
 - 100 YEAR FLOOD PLAN - THE SITE IS NOT WITHIN THE FEMA 100-YR FLOODPLAIN AREA.
 - HISTORIC DISTRICT - A PORTION OF THE SITE (WEST OF WYMAN PARK DRIVE) IS WITHIN THE HISTORIC PLACES NATIONAL REGISTER - REMINGTON HISTORIC DISTRICT.
 - FOREST CONSERVATION - SITE DISTURBANCE WITHIN THE PUBLIC RIGHT-OF-WAY IS LESS THAN 20,000 SF SO THEREFORE THIS FRANCHISE AGREEMENT IS NOT SUBJECT TO THE REQUIREMENTS OF THE FOREST CONSERVATION PROGRAM.

- PROPOSED UTILITIES WITHIN PUBLIC RIGHT-OF-WAY**
- ONE (1) 10" DOMESTIC WATER MAIN EXTENSION WILL BE MADE FROM EXISTING 10" STUB TO THE EAST OF WYMAN PARK DRIVE AND TERMINATED WITHIN THE ACCESS ROADWAY, WEST OF EXISTING WYMAN PARK BUILDING.
 - ONE (1) 16" (22.25" OD) CHILLED WATER SUPPLY AND ONE (1) 18" (22.25" OD) RETURN CONNECTION WILL BE MADE FROM THE CHILLED WATER SYSTEM IN MASON HALL TO EXISTING CHILLED WATER MANHOLE TO THE WEST OF EXISTING WYMAN PARK BUILDING.
 - ONE (1) 12" (22.35" OD) INSULATED HOT WATER SUPPLY AND ONE (1) 12" (22.35" OD) RETURN CONNECTION WILL BE MADE FROM NEW HEAT EXCHANGERS WITHIN MASON HALL TO A NEW MANHOLE LOCATED OFF THE ACCESS ROADWAY, NORTHWEST OF THE EXISTING WYMAN PARK BUILDING.
 - TELECOMMUNICATION SERVICE WILL BE MADE FROM AN EXISTING MANHOLE IN BOWMAN DRIVE ACROSS TO A NEW MANHOLE TO THE WEST OF WYMAN PARK DRIVE VIA A 6"-4" DUCTBANK. THE NEW DUCTBANK WILL MAINTAIN TELECOMMUNICATION SERVICE TO THE EXISTING WYMAN PARK BUILDING AS WELL AS PROVIDE SERVICE TO FUTURE DEVELOPMENT, INCLUDING THE PROPOSED AGORA BUILDING.
 - SPARE 6"-5" ELECTRIC DUCTBANK WILL BE PROVIDED FROM THE EXISTING 8"-5" STUB OFF THE MANHOLE IN BOWMAN DRIVE TO THE EXISTING ELECTRIC MANHOLE OFF OF THE ACCESS ROADWAY, WEST OF THE EXISTING WYMAN PARK BUILDING.

[Signature]
 Brandon M. Scott

Chief, Transportation Engineering and Construction Division	Date
Director, Department of Transportation	Date
Chief, Office of Engineering and Construction	Date
Director, Department of Public Works	Date

OVERALL KEY PLAN
 SCALE: 1" = 20'



WHITMAN, REQUARDT & ASSOCIATES
 ENGINEER: *[Signature]*
 ANTHONY U. OLSEN
 DATE: 1/16/20 UC NO. 15376

WATER PLAN: 2-24
 SERVICE ZONE: 1
 WORKING PRESSURE: 115 PSI
 TEST PRESSURE: 150 PSI

WARD: 12
 SECTION: 02
 BLOCK: 3689
 LOT: 001

THE JOHNS HOPKINS UNIVERSITY
 LAND OWNER
 JOHNS HOPKINS FACILITIES AND REAL ESTATE (CHIEF)
 CLIENT/APPLICANT/DEVELOPER

NO.	DATE	BY	CHECKED BY

NO.	DATE	BY	CHECKED BY

WRA
 Whitman, Requardt & Associates, LLP
 821 South Carolina Street, Baltimore, Maryland 21231

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
FRANCHISE AGREEMENT
 (FORMERLY DEVELOPER'S AGREEMENT DA #1710)

PRIVATE UTILITIES UNDER WYMAN PARK DRIVE OVERALL KEY PLAN

SCALE: 1"=20'
 DATE: AUG 2020
 DRAWING: C-4
 SHEET: 5 OF 10

FILE REF.:
 CCB 21-0122