

**CITY OF BALTIMORE
COUNCIL BILL 11-0655
(First Reader)**

Introduced by: President Young, Councilmembers Welch, Spector, Reisinger

At the request of: Department of Legislative Reference

Introduced and read first time: February 28, 2011

Assigned to: Judiciary and Legislative Investigations Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Housing Authority of Baltimore City,
Department of Legislative Reference

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Corrective Bill 2011 – Decodifications**

3 FOR the purpose of decodifying, with corrective and conforming amendments, certain obsolete,
4 obsolescent, or superseded provisions relating to the Housing Authority of Baltimore City;
5 and providing for a special effective date.

6 BY repealing and reordaining, with amendments, and transferring to the Session Laws

7 Article 13 - Housing and Urban Renewal

8 Subtitle 1 - Baltimore Housing Authority

9 Baltimore City Code

10 (Edition 2000)

11 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That
12 Article 13, Subtitle 1, is repealed, in its entirety, and its provisions are reordained, with
13 amendments, and transferred to the Ordinances and Resolutions of the Mayor and City Council
14 of Baltimore, to read as follows:

15 **[Subtitle 1.] Baltimore Housing Authority**

16 **§ 1. [§ 1-1.] 1937 Resolution No. 6. [– confirmed.]**

17 (A) *CONFIRMED.*

18 [Said] THE ordinance known as Resolution No. 6 of the Mayor and City Council of
19 Baltimore, approved by Howard W. Jackson, Mayor, December 13th, 1937, is [hereby]
20 ratified and confirmed.

21 (B) *EFFECTIVE DATE.* [§ 1-2. 1937 Resolution No. 6 – effective date.]

22 [Said] THE ratification and confirmation shall take effect as and from December 13,
23 1937.
24

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

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1 (C) *NEED FOR AUTHORITY*. [§ 1-3. 1937 Resolution No. 6 – need for Authority.]

2 Insanitary and unsafe dwelling accommodations exist in Baltimore City; there is a
3 shortage IN THE CITY of safe and sanitary dwellings [in said City] available to persons of
4 low income at rentals they can afford; there is need for a Housing Authority as defined in
5 Chapter 517 of the Acts of the General Assembly of Maryland of 1937, to function in
6 Baltimore City, and [such] THESE needs existed prior to and since December 13th, 1937,
7 and still exist.

8 **§ 2. [§ 1-4.] 1938 Agreement with Housing Authority.**

9 The Mayor and City Council of Baltimore [does hereby ratify] RATIFIES and [confirm]
10 CONFIRMS the agreement dated June 27, 1938, entered into by and between the Mayor and
11 City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate,
12 [said] THE agreement being as follows:

13 This Agreement, made and entered into this twenty-seventh day of June, nineteen hundred and thirty-eight,
14 by and between the Mayor and City Council of Baltimore, party to the first part (hereinafter called the
15 “City”), and the Housing Authority of Baltimore City, a body corporate, created under Section 4, Chapter
16 517, Laws of Maryland, 1937, party to the second part (hereinafter called the “Authority”), Witnesseth:

17 Whereas, the United States Housing Authority (a body corporate of perpetual duration created under the
18 United States Housing Act of 1937, Public No. 412, Seventy-Fifth Congress, approved September 1, 1937,
19 and hereafter called the “USHA”) is authorized by the United States Housing Act of 1937 to make annual
20 contributions to public housing agencies to assist in achieving and maintaining the low-rent character of
21 their housing projects, and

22 Whereas, the United States Housing Act of 1937 provides that no part of such annual contributions by the
23 USHA shall be made available for any project unless and until the State, City, County, or other political
24 subdivision in which the project is situated shall contribute in the form of cash or tax remissions, general or
25 special, or tax exemptions, at least twenty per centum (20%) of the annual contributions therein provided;
26 and

27 Whereas, the Authority and the USHA have entered into a contract dated June 13, 1938 (hereinafter called
28 the “Annual Contributions Contract”); and

29 Whereas, Chapter 517 and Chapter 518, Laws of Maryland, 1937 provide that the property of an authority
30 is declared to be public property used for essential public and governmental purposes and that such property
31 and an authority shall be exempt from all taxes and special assessments of the City, the State or any
32 political subdivision thereof; provided, however, that an authority shall pay to the City or political
33 subdivision of the State (a) a sum which is fixed by said City or political subdivision to be paid to it
34 annually by the authority in respect to each housing project in lieu of taxes; or (b) a sum, if any, which said
35 City or political subdivision has agreed to accept in respect to a project or projects in lieu of taxes; provided
36 further, however, that the sum to be paid to the City or political subdivision shall not exceed an amount
37 equal to the regular taxes levied upon similar property.

38 Now, therefore, in consideration of the premises it is mutually agreed between the parties hereto as follows:

39 (1) The following terms, whenever used in this Agreement, shall have the following meaning:

40 (a) The term “Local Annual Contribution for any year” shall mean an amount equal to:

41 (i) the amount which the City would levy for that year (by means of taxes and special
42 assessments for or with respect to any project or projects) if such project or projects and
43 the Authority were operated by private enterprise and subject to normal taxation and
44 assessment, less

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1 (ii) the payment in lieu of taxes which the Authority agrees to make pursuant to the
2 provisions of this Agreement.

3 (b) The terms "Federal Annual Contribution" shall mean the amount of annual contribution
4 payable to the Authority by the USHA under the Annual Contributions Contract for the
5 purpose of aiding the Authority in achieving the low-rent character of any project.

6 (c) The term "project" shall mean any of the low-rent housing projects covered by the Annual
7 Contributions Contract.

8 (2) Subject to the terms and conditions of this Agreement, the Authority shall pay to the City annually
9 in lieu of taxes in respect to each project developed and administered by it a sum equal to four per
10 centum (4%) of the aggregate amount of shelter rent (defined to mean and include the total amount
11 of all rents chargeable, excluding the charges for utilities such as heat, electricity, gas and water)
12 chargeable by the Authority for the dwelling units in such project during the ensuing calendar
13 year, such payments to commence as to each project on the first day of January next succeeding
14 the date when such project was physically completed and ready for occupancy and to continue
15 annually thereafter; provided, however, that on the date of the first payment, as above required, the
16 Authority shall also pay to the City in respect to each project developed and administered by it a
17 sum equal to four per centum (4%) of the aggregate amount of shelter rent (as above defined)
18 chargeable by the Authority for the dwelling units in such project during the portion of the
19 preceding calendar year that such project was completed and ready for occupancy.

20 (3) In the event a Local Annual Contribution for any year, plus the amount which the State of
21 Maryland would levy for that year (by means of taxes and special assessments for or with respect
22 to any project or projects) if such project or projects were operated by private enterprise and
23 subject to normal taxation and assessment, shall equal an amount which is less than twenty per
24 centum (20%) of the Federal Annual Contribution for that year and such deficiency is not supplied
25 by cash furnished by the State of Maryland or by the City, then and in that event the City shall
26 waive the right to such portion of the amount payable in lieu of taxes for that year as is necessary
27 to assure that such Local Annual Contribution for that year will be equal, as near as may be, to not
28 less than twenty per centum (20%) of such Federal Annual Contribution for that year.

29 (4) Actual residents of the City who from time to time shall be and become tenants in the projects
30 shall be entitled to the same privileges, no more nor less, in respect to municipal and educational
31 services and facilities furnished free by the City, as other actual residents of the City.

32 (5) Any provision of this Agreement to the contrary notwithstanding, if the USHA shall decrease the
33 amount of the Federal Annual Contribution to the Authority with respect to any project to an
34 amount less than Seven Hundred and Ten Thousand Dollars (\$710,000.00), or less than three and
35 one-half per centum (3½%) of the actual development cost of such project as determined by the
36 USHA, whichever sum is lower, then, and in that event, the Authority shall in addition to the sum
37 payable under Paragraph 2 hereof pay to the City for each and every year in which such decrease
38 shall be operative and at the times specified in said paragraph a sum equal to twenty per centum
39 (20%) of each and every such decrease until the amount of the Local Annual Contribution for the
40 year in which such decrease becomes effective shall equal the amount of the Federal Annual
41 Contribution for that year; provided, however, in the event of each and every such decrease below
42 such equalized contributions the amount payable to the City by the Authority shall be augmented
43 by an amount equal to the amount of such decrease below such equalized figure.

44 (6) Any provisions of this Agreement to the contrary notwithstanding, if the USHA shall decrease the
45 amount of the Federal Annual Contribution pursuant to the provisions of Paragraph 5 of this
46 Agreement and shall thereafter increase the amount of the Federal Annual Contribution then and in
47 that event for each and every year in which such increase shall be operative the Authority shall
48 subtract from the sums payable under Paragraphs 2 and 5 hereof a sum equal to the amount of such
49 increase until the amount of the Federal Annual Contribution shall equal the figure at which under
50 Paragraph 5 hereof the Federal Annual Contribution equaled the Local Annual Contribution. After
51 the amount of the Federal Annual Contribution shall have been increased to the amount specified
52 above and in the event that further increases in the Federal Annual Contribution shall be made,
53 then and in that event the Authority for each and every year in which such further increase shall be
54 operative shall deduct from the amount payable under Paragraphs 2 and 5 hereof an additional sum
55 which shall be equal to twenty per centum (20%) of any such further increase. In no event shall

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1 the amount payable by the Authority to the City be less than the amount provided for in Paragraph
2 of this Agreement.

3 (7) Any provisions of this Agreement to the contrary notwithstanding, if with respect to any project
4 the Federal Annual Contributions shall for any reason whatsoever be finally terminated, then as to
5 such project this Agreement shall cease and terminate and shall be of no force or effect.

6 (8) Any provisions of this Agreement to the contrary notwithstanding, if title to any project developed
7 and administered by the Authority shall for any reason cease to be held by the Authority or a
8 governmental entity or public body which, under the Laws of Maryland, is authorized to engage in
9 the development and administration of low-rent housing projects, then as to such project this
10 Agreement shall cease and terminate and shall be of no force or effect.

11 (9) Except as otherwise provided in Paragraphs 7 and 8 hereof, this Agreement shall remain in full
12 force and effect so long as any of the bonds issued by the Authority to assist in the development of
13 the projects shall remain outstanding, but in no event beyond August 1, 1998.

14 (10) It is further understood and agreed that each of the parties hereto is a corporation existing under
15 the laws of the State of Maryland, and consequently can only exercise those powers expressly
16 granted or implicit in the powers granted; that the only laws authorizing the City to enter into this
17 Agreement are found in Chapters 517 and 518, Laws of Maryland, 1937, and in no case shall the
18 City be liable under this Agreement except under the provisions of said Chapters 517 and 518.

19 (11) This Agreement shall not become binding upon the City until approved by an Ordinance of the
20 Mayor and City Council of Baltimore.

21 In Witness Whereof, the Mayor and City Council of Baltimore has caused these presents to be signed by
22 Howard W. Jackson, Mayor, duly attested by the Deputy City Register; and the Housing Authority of
23 Baltimore City has caused the same to be executed on its behalf by its five Commissioners.

24 Attest:
25 (signed) M. Epple,
26 Deputy City Register.

Mayor and City Council of Baltimore,
By (signed) Howard W. Jackson, Mayor.

27 Attest:
28 (signed) C. W. Perkins,
29 Executive Director.

Housing Authority of Baltimore City,
By (signed) James R. Edmunds, Jr., Chairman
(signed) George W. Smith
(signed) Samuel H. Hoffberger
(signed) George Mantz
(signed) George B. Murphy
Commissioners.

34 Approved as to form and legal sufficiency this 27th day of June, nineteen hundred and thirty-eight.
35 (signed) Lawrence B. Fenneman, Deputy City Solicitor.

36 Submitted to and approved by the Board of Estimates this 27th day of June, nineteen hundred and
37 thirty-eight.

38 (signed) George Sellmayer, President.
39 (signed) Howard W. Jackson, Mayor.
40 (signed) R. Walter Graham, Comptroller.
41 (signed) Lawrence B. Fenneman, Deputy City Solicitor.
42 (signed) B. L. Crozier, Chief Engineer.

43 § 3. [§ 1-5.] 1939 Supplemental Agreement.

44 The Mayor and City Council of Baltimore [does hereby ratify] RATIFIES and CONFIRMS
45 [confirm] the supplemental agreement, dated June 27, 1939, entered into by and between the
46 Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body
47 corporate, [said] THE supplemental agreement being as follows:

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1 This Supplemental Agreement, made and entered into this 27th day of June, nineteen hundred and
2 thirty-nine, by and between the Mayor and City Council of Baltimore, party of the first part (hereinafter
3 called the "City"), and the Housing Authority of Baltimore City, a body corporate, created under Section 4,
4 Chapter 517, Laws of Maryland, 1937, party of the second part (hereinafter called the "Authority");

5 Whereas, the Authority and the United States Housing Authority entered into an Annual Contributions
6 Contract dated June 13, 1938; and

7 Whereas, the City and the Authority entered into an agreement dated June 27, 1938, which said agreement
8 was ratified and confirmed by Ordinance No. 783 of the Mayor and City Council of Baltimore, approved
9 June 30, 1938; and

10 Whereas, the Annual Contributions Contract dated June 13, 1938, between the Authority and the United
11 States Housing Authority and referred to in said agreement dated June 27, 1938, between the City and the
12 Authority, has been amended by a superseding Annual Contributions Contract, dated December 14, 1938,
13 between the Authority and the United States Housing Authority; and

14 Whereas, it is necessary and desirable that the City and the Authority amend the said agreement dated June
15 27, 1938.

16 Witnesseth Now, Therefore, in consideration of the premises, it is mutually agreed between the parties
17 hereto as follows:

- 18 (1) Paragraph 2 of said Agreement dated June 27, 1938, is hereby amended by striking out said entire
19 paragraph and inserting in lieu thereof the following:

20 "Subject to the terms and conditions of this Agreement, the Authority shall pay to the City
21 annually in lieu of taxes in respect to each project developed and administered by it, a sum
22 equal to three and nine-tenths per centum (3.9%) of the aggregate amount of shelter rent
23 (defined to mean and include the total amount of all rents chargeable, excluding the charges
24 for utilities such as heat, electricity, gas and water) chargeable by the Authority for the
25 dwelling units in such project during the ensuing calendar year, such payments to commence
26 as to each project on the first day of January next succeeding the date when such project was
27 physically completed and ready for occupancy and to continue annually thereafter; provided,
28 however, that on the date of the first payment, as above required, the Authority shall also pay
29 to the City in respect to each project developed and administered by it a sum equal to three
30 and nine-tenths per centum (3.9%)) of the aggregate amount of shelter rent (as above defined)
31 chargeable by the Authority for the dwelling units in such project during the portion of the
32 preceding calendar year that such project was completed and ready for occupancy."

- 33 (2) Paragraph 5 of said Agreement dated June 27, 1938, is hereby amended by striking out in the
34 fourth line of said paragraph the words and figures "Seven Hundred and Ten Thousand Dollars
35 (\$710,000.00)" and inserting in lieu thereof the words and figures "Nine Hundred Twenty-three
36 Thousand Six Hundred and Eighty-Five Dollars (\$923,685.00)".

- 37 (3) Paragraph 9 of said Agreement dated June 27, 1938, is hereby amended by striking out the last line
38 of said paragraph the word and figures "August 1, 1998" and inserting in lieu thereof the word and
39 figures "January 1, 1999".

40 In Witness Whereof, the Mayor and City Council of Baltimore has caused these presents to be signed by
41 Howard W. Jackson, Mayor, and its corporate seal hereunto affixed, duly attested by M. Epple, Deputy City
42 Register; and the Housing Authority of Baltimore City has caused the same to be executed on its behalf by
43 its Five Commissioners, and its corporate seal hereunto affixed, duly attested by its Executive Director.

44 Attest:
45 (signed) M. Epple,
46 Deputy City Register.

Mayor and City Council of Baltimore,
By (signed) Howard W. Jackson, Mayor.

47 Attest:
48 (signed) Geo. Dillehunt,
49 Assistant Executive Director.

Housing Authority of Baltimore City,
By (signed) James R. Edmunds, Jr., Chairman
(signed) George W. Smith
(signed) Samuel H. Hoffberger

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(signed) George C. Mantz
(signed) George B. Murphy
Commissioners.

Approved as to form and legal sufficiency this 29th day of June, nineteen hundred and thirty-nine.
(signed) Charles C. G. Evans, City Solicitor.

Submitted to and approved by the Board of Estimates this 27th day of June, nineteen hundred and thirty-nine.

President.

(signed) Howard W. Jackson, Mayor.
(signed) R. Walter Graham, Comptroller
(signed) Charles C. G. Evans, City Solicitor
(signed) Frank K. Duncan, Chief Engineer.

Approved by Board of Estimates June 27, 1939.
(signed) A. L. Dell, Deputy Comptroller.

§ 4. [§ 1-6.] 1940 Amendatory Agreement.

The following agreement is [hereby] ratified and confirmed:

This Amendatory Agreement made and entered into this 22nd day of November, 1940, by and between the Mayor and City Council of Baltimore, party of the first part (hereinafter called the "City") and the Housing Authority of Baltimore City, a body corporate created under Section 4, Chapter 517, Laws of Maryland, 1937, party of the second part (hereinafter called the "Authority").

Whereas, the Authority and the United States Housing Authority (a body corporate of perpetual duration created under the United States Housing Act of 1937, Public No. 412, Seventy-Fifth Congress, and hereinafter called the "USHA") entered into a certain Annual Contributions Contract, dated June 13, 1938; and

Whereas, the City and the Authority entered into an Agreement dated June 27, 1938, which said Agreement was approved by the Board of Estimates of the Mayor and City Council of Baltimore on June 27, 1938 and was ratified and confirmed by Ordinance No. 783 of the Mayor and City Council of Baltimore, approved June 30, 1938; and

Whereas, that certain Annual Contributions Contract, dated June 13, 1938, between the Authority and the USHA and referred to in said Agreement, dated June 27, 1938, between the Authority and the City was amended by a superseding Annual Contributions Contract, dated December 14, 1938, between the Authority and the USHA; and

Whereas, that certain Agreement, dated June 27, 1938, between the City and the Authority was amended by a Supplemental Agreement entered into by and between the City and the Authority dated June 27, 1939, which said Supplemental Agreement was approved by the Board of Estimates of the Mayor and City Council of Baltimore on June 27, 1939 and was ratified and confirmed by Ordinance No. 27, approved July 10, 1939; and

Whereas, the Authority and the USHA have found it necessary and desirable, in order to take advantage of the present going Federal rate of interest of two per centum (2%) which is the lowest the going Federal rate of interest has been since the passage of the United States Housing Act of 1937, and thus permit the Authority to reduce its interest costs by one-half of one per centum (½%) to terminate the Loan Contract, dated December 14, 1938, between the Authority and the USHA, to terminate the Annual Contributions Contract, dated December 14, 1938, between the Authority and the USHA and to enter into a new Contract for Loan and Annual Contributions, dated November 22, 1940, based on the going Federal rate of interest on said November 22, 1940; and

Whereas, it is therefore necessary and desirable that the City and the Authority further amend said Agreement, date June 27, 1938, as amended by said Supplemental Agreement, dated June 27, 1939;

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1 Now, Therefore, in consideration of the premises, it is mutually agreed between the parties hereto as
2 follows:

- 3 (1) The term "Annual Contributions Contract" as used in the Agreement between the parties hereto,
4 dated June 27, 1938, as amended by the Supplemental Agreement between the parties hereto,
5 dated June 27, 1939, shall mean the Contract for Loan and Annual Contributions, dated November
6 22, 1940, between the Authority and the USHA.
- 7 (2) Paragraph 5 of said Agreement dated June 27, 1938, as amended by Paragraph 2 of said
8 Supplemental Agreement dated June 27, 1939, is hereby amended by striking out in the fourth and
9 fifth lines of said Paragraph 5 the words and figures "Nine Hundred Twenty-Three Thousand Six
10 Hundred Eighty-Five Dollars (\$923,685), or less than three and one-half per centum (3½%)" and
11 inserting in lieu thereof the words and figures "Eight Hundred Thirty-Nine Thousand Seventy
12 Dollars (\$839,070), or three per centum (3%)".
- 13 (3) Paragraph 9 of said Agreement dated June 27, 1938, as amended by Paragraph 3 of said
14 Supplemental Agreement dated June 27, 1939, is hereby amended by striking out in the last line
15 thereof the word and figures "January 1, 1999" and inserting in lieu thereof the word and figures
16 "December 31, 2000".

17 In Witness Whereof, the Mayor and City Council of Baltimore has caused these presents to be signed by
18 Howard W. Jackson, Mayor, and its corporate seal to be hereunto affixed and duly attested by M. Epple, the
19 Deputy City Register, and the Housing Authority of Baltimore City has caused the same to be executed on
20 its behalf by its five Commissioners, and its corporate seal to be hereunto affixed and duly attested by its
21 Executive Director.

22 Attest (Seal):
23 M. Epple,
24 Deputy City Register.

Mayor and City Council of Baltimore,
By Howard W. Jackson, Mayor.

25 Attest (Seal):
26 Y. W. Dillehunt,
27 Executive Director.

Housing Authority of Baltimore City,
By James R. Edmunds, Jr., Chairman.
George M. Smith, Commissioner.
George C. Mantz, Commissioner.
Samuel H. Hoffberger, Commissioner.
George B. Murphy, Commissioner.

31 Approved as to form and legal sufficiency this 22nd day of November, 1940.
32 Charles C. G. Evans, City Solicitor.

33 Submitted to and approved by the Board of Estimates of Baltimore City this 22nd day of November, 1940.
34 Richard C. O'Connell, President.
35 Howard W. Jackson, Mayor.
36 R. Walter Graham, Comptroller.
37 Charles C. G. Evans, City Solicitor.
38 George Cobb, Chief Engineer.

39 **§ 5. [§ 1-7.] 1942 Agreement with Housing Authority.**

40 The Mayor and City Council of Baltimore [does hereby ratify] RATIFIES and [confirm]
41 CONFIRMS the Agreement dated December 11th, 1942, entered into by and between the Mayor
42 and City Council of Baltimore and the Housing Authority of Baltimore City, a body
43 corporate, [said] THE Agreement being as follows:

44 This Agreement, made and entered into this 11th day of December, one thousand nine hundred and
45 forty-two, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of
46 Maryland, hereinafter called the "City", and the Housing Authority of Baltimore City, a public body
47 corporate and politic, hereinafter called the "Authority".

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1 Whereas, the Authority, by virtue of Chapter 517, etc. of the Acts of the General Assembly of Maryland of
2 1937, was created and authorized to engage in slum clearance and low rent housing activities in and around
3 the City of Baltimore, and the said Authority has erected, or is in the process of erecting, certain projects
4 known as follows:

5 MD-2-1, MD-2-2, MD-2-3, MD-2-4, MD-2-5, MD-2-6, MD-2-9, and MD-2-10, and

6 Whereas, in accordance with the law, and also in accordance with a certain contract entered into between
7 the Authority and the United States Housing Authority, the Authority did enter into a certain contract with
8 the City providing for payments in lieu of taxes and for the furnishing of municipal services to the said
9 projects, which said contract was dated the twenty-seventh day of June, in the year 1938, and was ratified
10 on behalf of the City by Ordinance No. 783, approved June 30th 1938, as said contract was later amended
11 by a contract dated the twenty-seventh day of June, in the year 1939, ratified by Ordinance No. 27,
12 approved July 10th, 1939, and as said contract was later amended by a contract, dated the twenty-second day
13 of November, in the year 1940, ratified by Ordinance No. 435, approved April 15, 1941; and

14 Whereas, by virtue of Chapter 562 of the Acts of the General Assembly of Maryland of 1941, the Authority
15 is given the power and is now operating or is about to operate certain of said projects for war housing
16 purposes under the provisions of Title No. 2, Public No. 671, Seventy-Sixth Congress of the United States,
17 which said projects so authorized to be used at present are:

18 MD-2-3, MD-2-6, MD-2-9, and MD-2-10,

19 hereinafter referred to as 671 Projects; and

20 Whereas, it is the desire and intent of the parties to nullify said contract above referred to and to substitute
21 therefor this Agreement so as to provide for payments in lieu of taxes during the period of the war housing
22 emergency, on such of said projects as may be operated by the Authority under Chapter 562 of the Acts of
23 the General Assembly of Maryland of 1941, and under Title No. 2, Public No. 671, Seventy-Sixth Congress
24 of the United States, for war housing purposes, and after said emergency period for payments in lieu of
25 taxes on such of said projects as would thereafter be used for slum clearance and low-cost housing
26 purposes, and further to make provisions for payments in lieu of taxes on such of said projects as are now
27 used or hereafter intended to be used for slum clearance and low-cost housing purposes, all of which
28 provisions are more particularly set forth and described hereinafter;

29 Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, and of other
30 good and valuable considerations mutually exchanged, receipt of which is hereby acknowledged, the parties
31 do covenant and agree as follows:

32 (1) The following terms, whenever used in this Agreement, shall have the following meaning:

- 33 (a) The term "Project" shall mean a subdivision of the Authority's entire housing program to
34 which subdivision the Federal Public Housing Authority has assigned a separate project
35 number and/or which is commonly designated or known by a single project name (i.e. Project
36 No. MD-2-1, known as "Latrobe Homes").
- 37 (b) The term "Physically Completed" shall mean with respect to any project the day upon which
38 all dwellings in the project are accepted by the Authority as ready for tenant occupancy, as
39 evidenced by a written Agreement to this effect between the Authority and the Building
40 Contractor, although at the time certain final work such as landscaping and yard work may not
41 be completed, and further, the dwellings so accepted may not be entirely occupied by Tenants.
- 42 (c) The term "Physically completed and occupied" shall mean with respect to any project the day
43 upon which all dwellings in the project are "Physically completed" as defined above, and in
44 addition thereto, are 95% occupied by Tenants of the Authority as evidenced by executed
45 leases and initial payments of rent from such tenants in the possession of the Authority.
- 46 (d) The term "Contract for Loan and Annual Contributions" shall mean the contract so named,
47 dated November 22, 1940, between the Authority and the United States Housing Authority
48 (which latter agency is now designated as the Federal Public Housing Authority) as amended,
49 revised and modified now and hereafter.

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- 1 (e) The term “Year” or “Fiscal Year” shall mean the Fiscal year as fixed by the Authority for
2 project accounting and operating purposes.
- 3 (f) The term “Service Charge” hereinafter described, shall mean the annual payments made by
4 the Authority to the City, as a payment in lieu of taxes for municipal services and facilities
5 with or in respect to any project.
- 6 (g) The term “Shelter Rent Chargeable” shall mean with respect to any project the total amount of
7 Dwelling Rent Income as determined by the Authority, which is the amount of Rent that could
8 be obtained from the dwellings if they were fully occupied, less that portion of “Dwelling
9 Rent Income” which is designated by the Authority as the amount chargeable for utilities such
10 as, but not limited to, heat, electricity, gas and water known as the “Utility Charge Schedule”
11 on the books of the Authority.
- 12 (h) The term “War Housing Period” shall mean the period during which there exists an acute need
13 for housing in and about Baltimore City of dwellings for persons engaged in National Defense
14 activities — all as determined by the President of the United States.

- 15 (2) Subject to the terms of the Agreement, the Authority will pay to the City annually, with respect to
16 each Project, a “Service Charge” as hereinafter described, as a payment in lieu of taxes for
17 municipal services and facilities furnished with or in respect to the Project. A service charge shall
18 be paid for each Project for each fiscal year or portion thereof, commencing with the date of this
19 Agreement. The Service Charge to be paid to the City for municipal services rendered in each
20 fiscal year shall be as follows:

- 21 (a) For all Projects developed under the United States Housing Act of 1937, Public No. 412,
22 Seventy-Fifth Congress, including but not limited to Projects Nos. MD-2-1, 2-2, 2-4 and 2-5
23 for each year beginning with the date of this contract, an amount equal to one sixth (1/6) of
24 the amount as determined by the Authority, which is available at the end of such fiscal year
25 for the reduction, pursuant to the Contract for Loan and Annual Contributions relating to said
26 Projects, in the maximum annual contribution payable to the Authority by the Federal Public
27 Housing Authority, hereinafter sometimes referred to as the FPHA, on the annual contribution
28 payment date next succeeding the end of that fiscal year, or an amount equal to five per cent
29 of the established shelter rent chargeable, whichever amount is the greater, provided, however,
30 that no charges shall begin to accrue and no payment shall be made hereunder on any Project
31 until such Project is physically completed and occupied.
- 32 (b) For all Projects developed under Title 2, Public No. 671, Seventy-Sixth Congress, including
33 but not limited to Projects Nos. MD-2-3, 2-6, 2-9 and 2-10 for each year beginning with the
34 date of this contract and continuing for the War Housing Period, the full amount of the net
35 revenues of the Projects as payment in lieu of taxes, provided, however, that said payment
36 shall not be greater than the taxes which would be paid upon said Projects if they were not
37 exempt from taxation with an appropriate allowance for the amount of the cost to the Federal
38 Government to the Authority for lighting streets, and provided, further, that such payment in
39 any year shall not be less than one-sixth (1/6) of the amount of the difference between the
40 maximum amount of FPHA annual contributions permitted by Statute and the actual FPHA
41 annual contribution which would be needed in such year if no payment in lieu of taxes were to
42 be made, provided, however, that no charges shall begin to accrue and no payment shall be
43 made hereunder on any project until such project is physically completed and occupied. “Net
44 Revenue” as used above shall mean all revenues (excluding FPHA annual contributions) of
45 the Projects, less operating expenses (including reserve but excluding payments in lieu of
46 taxes) and less actual “Debt Service”. “Debt Service” prior to permanent financing shall mean
47 actual interest accrued, plus amortization of the development cost at 0.84% per annum;
48 subsequent to permanent financing it shall, for any year, mean the Bond Service Requirement
49 for such year. For each fiscal year after the War Housing Period, payments in lieu of taxes
50 shall be made on said Projects in the same manner and amount as is provided in paragraph 2
51 (a) hereof.

- 52 (3) In the event any payment pursuant to Section 2(a) and 2(b) would reduce the Local Contribution
53 for the period involved to less than twenty per centum (20%) of the actual FPHA annual
54 contribution as of the annual contribution payment date next succeeding the end of that fiscal year,
55 the Service Charge to be paid to the City for that fiscal year shall be reduced by such amount as

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1 may be necessary to assure that such Local Contribution will not be less than twenty per centum
2 (20%) of said actual FPHA annual contribution.

3 (4) The Service Charge as provided for in Paragraphs 2 (a) and 2(b) hereof, shall be paid to the City
4 within three (3) months after the termination of the fiscal year with respect to which said service
5 charge is being paid.

6 (5) The City agrees to accept the payments as provided herein in lieu of all taxes as provided under
7 Section 21 of Chapter 517 of the Acts of the General Assembly of the State of Maryland, 1937,
8 and in lieu of any and all amounts provided in any other agreement or agreements between the
9 City and the Local Authority for the payment of any sums in lieu of taxes (except as provided in
10 Section 6), and further to furnish without charge (other than said Service Charge) the usual
11 municipal services and facilities which are or may be furnished without charge for other dwellings
12 and inhabitants in the City. In the event that any one or more of said services is not furnished by
13 the City, then the cost to the Authority, or the Federal Government shall be deducted from the next
14 service charge.

15 (6) The Cooperation Agreement dated June 27, 1938, the Supplemental Agreement dated June 27,
16 1939, and the Amendatory Agreement dated November 22, 1940, between the City and the
17 Authority, are hereby superseded and cancelled and the Authority shall be under no obligation to
18 make any payments under said prior Agreements except the payment of 3.9% of the aggregate
19 amount of shelter rent chargeable by the Authority for the dwelling units in such Projects
20 accumulated to the date of this Agreement.

21 (7) The City and the Authority agree that this Agreement shall not be abrogated, changed or modified
22 so long as any bonds or other obligations issued to aid in financing the development of any Project
23 or Projects to which this Agreement relates or any bonds or obligations issued to refund such
24 bonds or obligations shall remain outstanding and unpaid and so long as the title to said Project or
25 Projects (except for the lien or title conveyed to secure any bonds or other evidence of
26 indebtedness issued to aid in the financing of the Project or Projects, or to secure any bonds or
27 other evidences of indebtedness) is held by the Authority or some other public body or
28 governmental agency authorized by law to engage in the development or administration of
29 low-rent housing projects.

30 In Witness Whereof, the Mayor and City Council of Baltimore and the Commissioners of the Housing
31 Authority of Baltimore City have respectively caused this Agreement to be duly executed and their
32 respective seals to be hereunto affixed and attested, all as of the date hereinabove written.

33 Attest: Mayor and City Council of Baltimore,
34 E. H. Beer, City Register. By Howard W. Jackson, Mayor.

35 Attest: Housing Authority of Baltimore City,
36 Y. W. Dillehunt, By Cleveland R. Bealmear, Chairman
37 Executive Director. George M. Smith
38 George C. Mantz
39 Samuel H. Hoffberger
40 George B. Murphy
41 Commissioners.

42 Approved as to form and legal sufficiency, this 11th day of December, nineteen hundred and forty-two.
43 F. Murray Benson, City Solicitor.

44 Submitted to and approved by the Board of Estimates this 11th day of December, nineteen hundred and
45 forty-two.

46 _____
47 President.
48 Howard W. Jackson, Mayor,
49 Allan L. Dell, Comptroller,
50 F. Murray Benson, City Solicitor,
51 George Cobb, Chief Engineer.

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§ 6. [§ 1-8.] 1950 Agreement. [- authorization; text.]

Editor’s Note: The following Agreement has since been amended and extended by Ord. 70-791, Ord. 77-293, Ord. 81-292, and Ord. 05-028.

(A) AUTHORIZATION; TEXT.

The Mayor and City Council of Baltimore [does hereby approve] APPROVES and [authorize] AUTHORIZES on behalf of the City by the Mayor of an Agreement to be entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, [said] THE Agreement BEING as follows:

This Agreement entered into this ____ day of _____, 1950, by and between The Housing Authority of Baltimore City (herein called the “Authority”) and the Mayor and City Council of Baltimore City (herein called the “City”), witnesseth:

Whereas, in accordance with Article 44A of the Code of Public General Laws of Maryland, the Authority proposes to enter into one or more contracts with the Public Housing Administration (herein called the “PHA”), for loans and annual contributions in connection with the development and/or administration of an expanded low-rent housing and slum clearance program, all pursuant to the United States Housing Act of 1937, as amended (herein called the “Act”); and

Whereas, the City has adopted Resolution Number 1477 approving an expansion of the Authority’s program by not to exceed 10,000 dwelling units of low-rent public housing, and declaring the City’s intention of entering into a Cooperation Agreement with the Authority as required by the Act; and

Whereas, the City is desirous of assisting and cooperating with the Authority in such undertakings and of complying with the applicable provisions of the Act:

Now, Therefore, in consideration of the mutual covenants hereinafter set forth, the Authority and the City do agree:

(1) Whenever used in this Agreement:

- (a) The term “Project” shall mean any subdivision of the Authority’s low-rent housing program, within the limitation of the 10,000 dwelling units approved by said Resolution Number 1477 located within the corporate limits of Baltimore City and designated as a Project by the Authority, the site or sites for which have been approved by the City Council of Baltimore, except that for the purpose of this Agreement no low-rent housing completed as of the date of this Agreement shall be considered as a Project or as a part of a Project. A Project will generally be located on a single site, but may be on scattered sites.
- (b) The term “Shelter Rent” shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Authority of all dwelling and non-dwelling utilities.
- (c) The term “Slum” means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (d) The term “Physically Completed” shall mean with respect to any project the day upon which all dwellings in the project are accepted by the Authority as ready for tenant occupancy, as evidenced by a written Agreement to this effect between the Authority and the Building Contractor, although at the time certain final work such as landscaping and yard work may not be completed, and further, the dwellings so accepted may not be entirely occupied by Tenants.

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1 (e) The term “Physically completed and occupied”, shall mean with respect to any project the day
2 upon which all dwellings in the project are “Physically completed” as defined above, and in
3 addition thereto, are 80% occupied by Tenants of the Authority as evidenced by executed
4 leases and initial payments of rent from such tenants in the possession of the Authority.

5 (2) The Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual
6 contributions, and undertake to develop and administer one or more Projects.

7 (3) (a) Under Article 44A of the Code of Public General Laws of Maryland, all Projects are exempt
8 from all real and personal property taxes and special assessments levied or imposed by the
9 City, the State or any political subdivision thereof; and, with respect to any Project, so long as
10 either (a) such Project is used for low-rent housing purposes, or (b) any contract between the
11 Authority and the PHA for loans or annual contributions, or both, in connection with such
12 Project shall remain in force and effect, or (c) any bonds issued in connection with such
13 Project shall remain outstanding, whichever period is the longest, the City agrees that it will
14 not levy or impose any real or personal property taxes or special assessments upon such
15 Project or upon the Authority with respect thereto. During such period, the Authority shall
16 make annual payments (herein called “Payments in Lieu of Taxes”) in lieu of such taxes and
17 special assessments and in payment for public services and facilities furnished for or with
18 respect to such Project. Each such annual Payment in Lieu of Taxes shall be made not later
19 than 90 days after the end of the fiscal year established by the Authority for such Project, and
20 shall be in an amount equal to ten per cent (10%) of the aggregate Shelter Rent charged by the
21 Authority in respect to such Project during such fiscal year; provided, however, that upon
22 failure of the Authority to make any such Payment in Lieu of Taxes, no lien against any
23 Project or assets of the Authority shall attach, and provided further that no charges shall begin
24 to accrue and no payment shall be made hereunder on any Project until such Project is
25 physically completed and occupied, as defined in Section 1(e) of this Agreement; provided,
26 further, that no payment for any year shall be made to the City in excess of the amount of the
27 real property taxes which would have been paid to the City for such year if the Project were
28 not exempt from taxation.

29 (b) Subject to the provisions of Section 10(g) and 15(8)(b) of the Act of Congress known as the
30 United States Housing Act of 1937, as amended, no tenant shall be accepted as a tenant in any
31 of the Projects covered by this Agreement unless, at the time of selection for acceptance, such
32 tenant is a person of low income as defined in Section 3(j) of Article 44A of the Code of
33 Public General Laws of Maryland.

34 (c) Prior to the occupancy of any Project and at least once in each year during which this
35 Agreement shall remain in full force and operation, the Authority will submit to the City
36 Council of Baltimore the following:

37 (i) The rent schedules established by the Authority for any such Project, and any alterations,
38 amendments or changes in such rent schedules.

39 (ii) A statement showing the basis upon which the Authority has determined its compliance
40 with Section (7)(b)(ii) of Section 15 of the United States Housing Act of 1937, as
41 amended, requiring that there be a gap of at least 20 per centum between the upper rental
42 limits for admission to projects and the lowest rents at which private enterprise unaided
43 by a public subsidy is providing (through new construction and available existing
44 structures) a substantial supply of decent, safe, and sanitary housing toward meeting the
45 need of an adequate volume thereof.

46 (4) The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and
47 within five years after the completion thereof there has been or will be elimination (as approved by
48 the PHA) by demolition, condemnation, or compulsory repair or improvement, of unsafe dwelling
49 units, as certified by the Bureau of Building Inspection, or insanitary dwelling units, as certified by
50 the Health Department situated in the corporate limits of the City substantially equal in number to
51 the number of newly constructed dwelling units provided by such Project and the City further
52 agrees that for each two newly constructed dwelling units on vacant land in any Councilmanic
53 District, an unsafe or insanitary dwelling unit in such District shall be demolished, condemned,
54 repaired or improved, provided there be a sufficient number of unsafe or insanitary dwelling units
55 in such District for this purpose; provided, however, that the obligation of the City to effect the

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1 equivalent elimination herein provided shall not be abridged or restricted hereby; provided, that
2 where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of
3 such unit shall count as the elimination of units equal to the number of families accommodated
4 therein; and provided further, that this Paragraph 4 shall not apply in the case of any Project
5 developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units
6 eliminated by the clearance of the site of such Project shall not be counted as elimination for any
7 other Project or any other low-rent housing constructed under the Act.

8 (5) During the period commencing with the date of the acquisition of any part of the site or sites of
9 any Project and continuing so long as either (a) such Project is used for low-rent housing purposes,
10 or (b) any contract between the Authority and the PHA for loans or annual contributions, or both,
11 with respect to such Project shall remain in force and effect, or (c) any bonds issued in connection
12 with such Project shall remain outstanding, whichever period is the longest, the City, without cost
13 or charge to the Authority or the tenants of such Project (other than the Payments in Lieu of Taxes)
14 shall:

15 (a) furnish or cause to be furnished to the Authority and the tenants of such Project:

16 (i) the public services and facilities which are from time to time being furnished without cost
17 or charge to other dwellings and inhabitants in the City; and

18 (ii) also such additional public services and facilities as may from time to time hereafter be
19 furnished without cost or charge to other dwellings and inhabitants in the City;

20 (b) cooperate with the Authority by such other lawful action or ways as the City and the Authority
21 may find necessary in connection with the administration of such Project.

22 (6) In respect to the development of any Project the City further agrees that:

23 (a) it will vacate such streets and public utilities as the City and the Authority may jointly
24 consider necessary or desirable, and it will convey such interest as the City may have in such
25 vacated areas or utilities to the Authority without charge; and

26 (b) it will disconnect, cap, or perform such other work or services in connection with the vacation
27 of streets and public utilities as the Authority and the City may jointly consider necessary, and
28 any charge imposed upon the Authority for such work will not exceed (i) the actual cost to the
29 City, or (ii) the charge which would be imposed upon a private developer under the same
30 circumstances, whichever is less; and

31 (c) it will, insofar as it is lawfully able to do so, cause to be removed from vacated areas such
32 private utilities as the City and the Authority may jointly consider necessary; and

33 (d) any streets, roads, alleys, water lines, sewer lines, and other public utilities that the City and
34 the Authority jointly consider necessary will be designed, constructed, reconstructed, repaired,
35 relocated or otherwise provided in accordance with a special agreement for each Project to be
36 negotiated between the Department of Public Works and the Authority on the basis that the
37 costs and requirements imposed upon the Authority in each such special agreement shall not
38 be greater than those which would be imposed were the Authority a private developer; and

39 (e) it will accept the dedication of all rights-of-ways created by the Authority providing that the
40 grading thereof conforms to City requirements, and provided further than any streets, roads,
41 alleys, sidewalks, or related or similar improvements which may exist thereon have been
42 designed and constructed in accordance with City requirements; and

43 (f) it will accept grants of easements which the City and the Authority jointly consider necessary
44 or desirable; and

45 (g) it will grant such lawfully possible waivers of the building code or make such lawfully
46 possible changes in the zoning ordinance as may be jointly considered necessary or desirable;
47 and

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1 (h) it will cooperate with the Authority by such other lawful action or ways as the City and the
2 Authority may find necessary.

3 (7) In the event that any of the services or facilities which the City hereunder agrees to furnish is not
4 so furnished, then the Authority may proceed to obtain such services or facilities elsewhere, and
5 deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in
6 respect to any Project or any other low-rent housing owned or administered by the Authority.

7 (8) No Cooperation Agreement heretofore entered into between the City and the Authority shall be
8 construed to apply to any Project covered by this Agreement.

9 (9) So long as any contract between the Authority and the PHA for loans (including preliminary loans)
10 or annual contributions, or both, with respect to any Project shall remain in force and effect, or so
11 long as any bonds issued in connection with such Project shall remain outstanding, this Agreement
12 shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and
13 obligations of the City hereunder shall remain in full force and effect with respect to each Project
14 so long as the beneficial title to such project is held by the Authority or some other public body or
15 governmental agency, including the PHA, authorized by law to engage in the development or
16 administration of low-rent housing. If at any time the beneficial title to, or possession of, any
17 Project is held by such other public body or governmental agency, including the PHA, the
18 provisions hereof shall inure to the benefit of and may be enforced by, such other public body or
19 governmental agency, including the PHA.

20 In Witness Whereof the City and the Authority have respectively caused this Agreement to be duly
21 executed as of the day and year first above written.

22 Attest: Mayor and City Council of Baltimore
23 By

24 Attest: Housing Authority of Baltimore City,
25 By
26 Commissioners
27

28 Approved as to form and legal sufficiency, this ___ day of _____, nineteen hundred and fifty.
29 City Solicitor.

30 Submitted to and approved by the Board of Estimates, this ___ day of _____, nineteen hundred and fifty.

31 (B) *WHEN EFFECTIVE.* [§ 1-9. 1950 Agreement — when effective.]

32 [The foregoing] THIS Agreement shall be and become binding upon the Mayor and City
33 Council of Baltimore upon its execution on behalf of [said] THE Mayor and City Council
34 of Baltimore by the Mayor or Acting Mayor of Baltimore City, and upon its execution on
35 behalf of the Housing Authority of Baltimore City by the Commissioners of [said] THE
36 Housing Authority, after the approval [thereof] as to form and legal sufficiency by the
37 City Solicitor of Baltimore and the approval [thereof] by the Board of Estimates of
38 Baltimore, duly endorsed [in spaces provided therefor] on [said] THE Agreement.

39 (C) *APPROVED PROJECTS.* [§ 1-10. 1950 Agreement — approved projects.]

40 Approval is [hereby] given to Projects on the sites, [heretofore] PREVIOUSLY approved by
41 the Board of Estimates, known as Cherry Hill, Westport and Armistead
42 Gardens—Sinclair Lane area for not to exceed 1,500 units on all three sites.

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1 (D) *FUTURE PROJECTS*. [§ 1-11. 1950 Agreement — future projects.]

2 When any [other] Projects OTHER than those approved by [§ 1-10] SUBSECTION (C) OF
3 THIS SECTION are undertaken, [such] THOSE Projects shall be in areas where unsafe or
4 insanitary dwelling units will be demolished and new dwelling units will be constructed,
5 all at the expense of the Authority except where the cost of demolition is a proper charge
6 against the property owner under the laws and ordinances of the City.

7 **§ 7. [§ 1-12.] 1953 Agreement. [- authorization; text.]**

8 (A) *AUTHORIZATION; TEXT*.

9 The Mayor and City Council of Baltimore does hereby [approve] APPROVES and
10 [authorize] AUTHORIZES the execution on behalf of the City by the Mayor of an
11 Agreement to be entered into by and between the Mayor and City Council of Baltimore
12 and the Housing Authority of Baltimore City, a body corporate, [said] THE Agreement
13 BEING as follows:

14 This Agreement, entered into this ____ day of _____, 1953, by and between the Housing Authority of
15 Baltimore City (herein called the “Authority”) and the Mayor and City Council of Baltimore (herein called
16 the “City”), witnesseth:

17 Whereas, the City has requested the Public Housing Administration (herein called the “PHA”), to convey to
18 the Authority certain permanent war housing located within the corporate limits of the City and known as
19 “Fairfield Homes” (PHA Project No. MD 18096), “Brooklyn Homes” (PHA Project No. MD 18097) and
20 “Westport Homes” (PHA Project No. MD 18098) for use as low-rent housing; and

21 Whereas, the Authority proposes to accept conveyance of such housing and to enter into a contract or
22 contracts with the PHA for the administration of such housing pursuant to Section 606 of Public Law No.
23 849, 76th Congress, as amended; and

24 Whereas, the City is desirous of assisting and cooperating with the Authority in such undertakings:

25 Now, therefore, In Consideration of the mutual covenants hereinafter set forth, the Authority and the City
26 do agree as follows:

27 (1) Whenever used in this Agreement:

28 (a) The term “Project” shall mean any one or more of the following permanent war housing
29 projects, “Fairfield Homes” (PHA Project No. MD 18096), “Brooklyn Homes” (PHA Project
30 No. MD 18097) and “Westport Homes” (PHA Project No. MD 18098) which are hereafter
31 conveyed to the Authority for low-rent use and for which the conveyance has been requested
32 by the City.

33 (b) The term “Shelter Rent” shall mean the total of all charges to all tenants of a Project for
34 dwelling rents and non-dwelling rents (excluding all other income of such Project), less the
35 cost to the Authority of all dwelling and non-dwelling utilities.

36 (2) (a) Under Article 44A, as amended, of the Code of Public General Laws of Maryland, all Projects
37 are exempt from real and personal property taxes and special assessments levied or imposed
38 by the City, the State or any political subdivision thereof; and with respect to any Project so
39 long as either (i) such Project is owned by a public body or governmental agency and is used
40 for low-rent housing purposes, or (ii) any contract between the Authority and PHA in
41 connection with such Project remains in force and effect, or (iii) any monies due to the PHA
42 in connection with such Project remaining unpaid, whichever period is the longest, (said
43 period being hereafter referred to as the “Agreement Period”) the City agrees that it will not
44 levy or impose any real or personal property taxes or special assessments upon such Project or
45 upon the Authority with respect thereto. During the Agreement Period, the Authority shall

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1 make annual payments (herein called "Payments in Lieu of Taxes") to the City in lieu of such
2 taxes and special assessments and in payment for the public services and facilities furnished
3 from time to time without other cost or charge for or with respect to such Project.

4 (b) For the tax year in which the conveyance from the PHA to the Authority is made and the next
5 succeeding tax year each annual Payment in Lieu of Taxes shall be in an amount equal to the
6 real property taxes which would be paid to the City for each of such years if the Project were
7 not exempt from taxation, less any Payments in Lieu of Taxes previously paid by the Federal
8 Government or the Authority for such year, and also less such allowance as may be
9 considered by the Authority to be appropriate for expenditures by either the Federal
10 Government or the Authority for the repair and maintenance of streets, utilities, or other
11 public services to serve such Project. Such payments shall be made at the time when real
12 property taxes on the Project would be payable if it were subject to taxation. Such payments
13 shall not include any amount for the State of Maryland real property taxes.

14 (c) After the end of the two tax years referred to in paragraph 2(b) above, each such annual
15 Payment in Lieu of Taxes shall be made within ninety days after the end of the fiscal year
16 established for such Project, and shall be in an amount equal to ten per cent (10%) of the
17 aggregate Shelter Rent charged by the Authority in respect to such Project during such fiscal
18 year or portion thereof.

19 (d) No payments for, or on account of, any fiscal year shall be made to the City, which, in the
20 aggregate, exceed the amount of the real property taxes which would have been paid to the
21 City for such year if the Project were not exempt from taxation.

22 (e) Upon failure of the Authority to make any Payments in Lieu of Taxes, no lien against any
23 Project or any assets of the Authority shall attach, nor shall any interest or penalties accrue or
24 attach an account thereof.

25 (3) During the period commencing with the date of the acquisition of any Project and continuing
26 during the Agreement Period the City, without cost or charge to the Authority or the tenants of
27 such Project (other than the Payments in Lieu of Taxes) shall:

28 (a) Furnish or cause to be furnished to the Authority and the tenants of such Project all the public
29 services and facilities of the same character and to the same extent as are furnished from time
30 to time without cost or charge to other dwellings and inhabitants in the City; and

31 (b) Insofar as the Municipality may lawfully do so,

32 (i) grant such deviations from the building code of the Municipality as are reasonable and
33 necessary to promote economy and efficiency in the administration of such Project, and at
34 the same time safeguard health and safety, and

35 (ii) make such changes in any zoning of the site and surrounding territory of such Project as
36 are reasonable and necessary for the protection of such Project and the surrounding
37 territory; and

38 (c) Accept grants of easements which the City and the Authority jointly consider necessary or
39 desirable; and

40 (d) Cooperate with the Authority by such other lawful action or ways as the City and the
41 Authority may find necessary.

42 (4) In respect to any Project the City further agrees that, within a reasonable time after receipt of a
43 written request therefor from the Authority, it will accept the dedication of all streets, roads, alleys,
44 and adjacent sidewalks within the area of such Project, and all water, storm and sanitary sewer
45 mains in such Project, which the Authority and the City will have mutually agreed should be
46 dedicated.

47 (5) If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to
48 furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to
49 furnish or cause to be furnished to the Authority or to the Project, or shall make any charges

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therefor, then the Authority may either proceed to obtain such services or facilities elsewhere or pay such charges, and deduct the cost thereof from any Payments in Lieu of Taxes due or to become due to the City from the Authority in respect to the Project or any other low-rent housing Projects.

(6) No Cooperation Agreement heretofore entered into between the City and the Authority shall be construed to apply to any Project covered by this Agreement.

(7) So long as any contract between the Authority and the PHA in connection with any Project remains in force and effect, or so long as any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If, at any time, the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

In Witness Whereof the City and the Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

Attest (Seal): _____ Mayor and City Council of Baltimore
By _____
Mayor

Attest (Seal): _____ Housing Authority of Baltimore City
Secretary _____ By _____
Chairman

Vice-Chairman

Commissioners

Approved as to form and legal sufficiency this ____ day of _____, nineteen hundred and fifty-three.
City Solicitor

Submitted to and Approved by the Board of Estimates this ____ day of _____, nineteen hundred and fifty-three.

President

Mayor

Comptroller

City Solicitor

Director of Public Works

(B) *WHEN EFFECTIVE.* [§ 1-13. 1953 Agreement — when effective.]

[The foregoing] THIS Agreement shall be and become binding upon the Mayor and City Council of Baltimore upon its execution on behalf of [said] THE Mayor and City Council of Baltimore by the Mayor or Acting Mayor of Baltimore City, and upon its execution on behalf of the Housing Authority of Baltimore City by the Commissioners of [said] THE Housing Authority, after the approval [thereof] as to form and legal sufficiency by the City Solicitor of Baltimore and the approval [thereof] by the Board of Estimates of

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Baltimore, duly endorsed [in spaces provided therefor] on [said Agreements] THE AGREEMENT.

§ 8. [§ 1-14.] 1955 Amendatory Agreement. [- authorization; text.]

(A) AUTHORIZATION; TEXT.

The Mayor and City Council of Baltimore [does hereby approve] APPROVES and [authorize] AUTHORIZES the execution on behalf of the City by the Mayor of an Amendatory Agreement to be entered into by and between the Mayor and City Council of Baltimore and the Housing Authority of Baltimore City, a body corporate, to amend the Cooperation Agreement dated December 11, 1942, [said] THE Amendatory Agreement to read as follows:

This Amendatory Agreement entered into as of the ____ day of March, 1955, by and between the Mayor and City Council of Baltimore, Maryland (hereinafter called the "City") and the Housing Authority of Baltimore City (hereinafter called the "Authority");

Witnesseth:

In consideration of the mutual benefits flowing from one to the other, the parties do agree that the Cooperation Agreement entered into between the parties of the 11th day of December, 1942 shall be and the same is hereby amended and extended in the following respects:

Notwithstanding and provision to the contrary contained in Section 2(a) of the Cooperation Agreement respecting the payment by the Authority to the City of Service Charges or Payments in Lieu of Taxes for Projects MD 2-1, 2-2, 2-4, and 2-5, and in lieu of the requirement in said Section 2(a) for the payment of Service Charges or Payments in Lieu of Taxes for the said Projects, the Local Authority shall henceforth pay to the City annually as Payments in Lieu of Taxes, after the end of the fiscal year established for such Projects, an amount equal to 10% of the annual Shelter Rents charged in such Projects during such fiscal year or such lesser amount as (1) is prescribed by State law, or (2) is due to the failure of the City to perform any of its obligations under the Cooperation Agreement; Provided, However, That no payment for any year shall be made to the City in excess of the amount of the taxes which would have been paid to the City for such year if the Projects were not exempt from taxation.

In all other respects the Cooperation Agreement shall continue and remain in full force and effect.

In Witness Whereof the parties hereto have caused this Amendatory Agreement to be executed in their respective names and their respective seals to be hereunto impressed or affixed and attested as of the date and year first above written.

Attest (SEAL): Mayor and City Council of Baltimore, Maryland

By _____
City Treasurer Mayor

Attest (SEAL): The Housing Authority of Baltimore City
By _____
Secretary Chairman

Approved as to form and legal sufficiency, this ____ day of _____ nineteen hundred and fifty-five.

Submitted to and approved by the Board of Estimates, this ____ day of _____, nineteen hundred and fifty-five.

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1 (B) *WHEN EFFECTIVE.* [§ 1-15. 1955 Amendatory Agreement — when effective.]

2 [The foregoing] THIS Amendatory Agreement shall be and become binding upon the
3 Mayor and City Council of Baltimore upon its execution on behalf of [said] THE Mayor
4 and City Council of Baltimore by the Mayor or Acting Mayor of Baltimore City, and
5 upon its execution on behalf of the Housing Authority of Baltimore City by the Chairman
6 of the Commission of [said] THE Housing Authority, after the approval [thereof] as to
7 form and legal sufficiency by the City Solicitor of Baltimore and the approval [thereof]
8 by the Board of Estimates of Baltimore, duly endorsed [in spaces provided therefor] on
9 [said] THE Agreement.

10 **§ 9.** [§ 1-16.] **Lexington Terrace Agreement.** [- ratification; text.]

11 (A) *RATIFICATION; TEXT.*

12 The proposed agreement by and between the Housing Authority of Baltimore City and
13 the Mayor and City Council of Baltimore [be and the same] is [hereby] ratified and
14 confirmed, [said] THE proposed agreement being as follows:

15 This Agreement, Made this 29th day of April, 1959, by and between the Housing Authority of Baltimore
16 City, a body corporate of the State of Maryland, hereinafter called “Authority”, party of the first part; and
17 the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter
18 called “City”, party of the second part.

19 Whereas the Authority is constructing a low-rent housing project known as Lexington Terrace, MD 2-19, in
20 the area bounded generally by Fayette Street, Fremont Avenue, Mulberry Street and Myrtle Avenue, as
21 extended in an irregular line South to Fayette Street, to provide decent, safe and sanitary dwellings for
22 persons of low income; and

23 Whereas the Authority plans to provide certain community and recreation facilities as a part of said project;
24 and

25 Whereas, the City presently maintains and operates certain educational, recreation and community facilities
26 located in the general area of the site of the project, which facilities the City plans to replace with more
27 modern structures in order to better serve the needs of the Community; and

28 Whereas, The Board of Recreation and Parks and the Board of School Commissioners of the City have
29 determined that the recreational and educational needs of the community for which they were planning
30 separate facilities will be better served by the erection, and operation of a joint facility; and

31 Whereas, it has been determined by the parties hereto that the community, recreational and educational
32 facilities to be furnished by each of them can best be accomplished by an exchange of certain lands now
33 owned by each of them; and

34 Whereas, the parties hereto wish to make provision for the joint and cooperative use of the facilities to be
35 provided by each of them;

36 Now, Therefore, in consideration of the mutual covenants hereinafter set forth, the Authority and the City
37 do agree:

- 38 (1) The City shall pay for the costs of demolishing (1) the present small recreation building located at
39 734 West Lexington Street, (2) the large old armory type building adjacent to the aforesaid
40 recreation building; and (3) elementary Schools Nos. 110 and 110-A. The City shall demolish the
41 recreation building and the old armory building as soon as practicable after the execution of this
42 Agreement and the approval by the City of the preliminary plans of the school and recreational
43 facilities to be constructed by it. Within a reasonable time after the school and recreational facility
44 to be constructed by the City as set forth herein below have been completed, the City shall
45 demolish elementary Schools Nos. 110 and 110-A.

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- 1 (2) Following the demolition of the recreation building at 734 West Lexington Street and the old
2 armory building, the City shall convey to the Authority the land outlined in blue on the attached
3 plat dated October 15, 1958, and entitled "Combined Facility, Lexington Terrace, MD 2-19".
- 4 (3) Following the demolition of Schools Nos. 110 and 110-A, the City shall convey to the Authority
5 the land now used in connection with the said schools as outlined in yellow upon the aforesaid
6 attached plat. The Authority will immediately reconvey to the City the land now used in
7 connection with School No. 110-A for so long as it is used for educational and/or recreational
8 purposes, as set forth in this Agreement.
- 9 (4) In the area to the northwest of the northwest corner of West Lexington Street and Myrtle Avenue,
10 the City shall design, construct and equip a standard elementary school with auditorium expanded
11 to 500-seat capacity and a separate gymnasium expanded to sixty feet by eighty feet in dimensions.
12 The necessary funds for the auditorium and gymnasium to be erected by the City will be furnished
13 from the budgets of the Board of School Commissioners and Board of Recreation and Parks and
14 prorated between them as follows: The Board of School Commissioners shall provide sufficient
15 funds for the construction and furnishing of a standard elementary school gymnasium and separate
16 standard elementary school auditorium including equipment and auxiliary facilities; and the Board
17 of Recreation and Parks shall provide the additional funds necessary to bring these facilities up to
18 the expanded sizes set forth above.
- 19 (5) Upon the adoption and approval by the City of firm plans establishing the location of the school
20 and recreational facility to be constructed by it, as described in Section 4 above, the Authority will
21 convey to the City the area shown on the attached plat dated October 15, 1958 and entitled
22 "Combined Facility, Lexington Terrace, MD 2-19", and outlined in red, less so much of said area
23 as shall be appropriate for the construction of the building to be constructed by the Authority as
24 hereinafter set forth. The title to be conveyed to the City shall be for so long as the land so
25 conveyed shall be used for educational and recreational purposes as set forth in this Agreement,
26 provided, however, that in the event the City should determine that the facility constructed thereon
27 by it is no longer needed for educational and/or recreational purposes but is needed for some other
28 public municipal purpose, it shall have the right to purchase from the Authority at a price to be
29 determined by three M.A.I. appraisers to be chosen as follows: one by the City, one by the
30 Authority and one by these two, that portion of the said land outlined in green shown on the
31 attached plat dated October 15, 1958, and entitled "Combined Facility, Lexington Terrace, MD
32 2-19".
- 33 (6) The Authority shall design and construct a recreational and community building of approximately
34 6,000 square feet hereinafter referred to as the Authority building. The location of said building
35 shall be coordinated with the design and construction of the new school and recreational facility to
36 be provided by the City as described above in Section 4. The Authority shall equip its building to
37 the extent that the Public Housing Administration makes funds available for such equipment.
- 38 (7) Although each of the parties hereto shall be owners of the facilities to be constructed by each of
39 them, the Authority building and the gymnasium and auditorium of the school owned by the City
40 will be used jointly by the City and the Authority for recreation and community services. These
41 facilities will be operated under the supervision of the Board of Recreation and Parks of the City
42 through the Bureau of Recreation for the use of the community and the Authority without any
43 particular distinction between the portions owned by the respective parties hereto. The auditorium
44 and gymnasium will be made available for such use after the hours and the term during which
45 school is in session. Further details of such joint use will be set forth in such additional
46 agreements as the parties hereto deem convenient and necessary, such agreement to be subject to
47 the approval of the Public Housing Administration and the City agencies concerned.
- 48 (8) Each of the parties hereto shall pay for the cost of utilities and maintenance, including janitorial
49 services, for its respective building.
- 50 (9) It is understood and agreed that the building to be constructed by the City hereunder shall not be
51 used for any purpose not in accord with the rules and regulations of the Board of School
52 Commissioners of Baltimore City.

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1 (10) In conjunction with the construction of Lexington Terrace, Project MD 2-19, the Authority, by
2 combining land now used in connection with School No. 110, to be conveyed to the Authority by
3 the City as described in Section 3, and such other land as it may have available for such proposes
4 will, at its own cost, provide and maintain a multiple-use area. The Authority will equip such area
5 to the extent that the Public Housing Administration makes funds available for such equipment.
6 The Authority will make such multiple-use area available for use by the City in connection with
7 the educational and recreational activities to be conducted by the City in conjunction with the use
8 of the facility to be constructed hereunder by the City.

9 (11) In conjunction with the construction of the elementary school and recreational facility to be
10 provided by the City, the City will provide land space for use as a playfield. This land space will
11 be obtained by using such parts of the land conveyed to the City by the Authority in accord with
12 Sections 3 and 5, hereinabove, less the area used for the aforesaid City school and recreational
13 facility and the Authority building. The City will, at its own cost, equip and maintain the said
14 playfield. This playfield will be made available by the City for the use of the parties hereto in
15 conjunction with the multiple-use area to be provided by the Authority.

16 (12) By the execution of this Agreement, the parties hereto agree that each shall have the right of
17 access to the use of the facilities owned by the other and to be constructed as provided herein to
18 the extent reasonably necessary to give effect to the purposes and intent of the terms and
19 provisions of this Agreement.

20 (13) The provisions of Sections 1, 2, 3, 4, 5, 6, 10 and 11 shall by fully executed within 10 years from
21 the date of this Agreement, except that the last sentence of Section 10 and the last sentence of
22 Section 11 shall remain in full force and effect.

23 (14) The Board of Estimates of the Mayor and City Council of Baltimore, by its approval of this
24 Agreement, hereby declares that the property of the City herein described which is to be used
25 jointly by the City and the Authority is not now necessary for exclusive public use by the Mayor
26 and City Council of Baltimore.

27 (15) This Agreement is entered into subject to its approval by ordinance of the Mayor and City Council
28 of Baltimore.

29 In Witness Whereof, the parties hereto have caused these presents to be executed the day and year
30 aforesaid.

31 Attest: Mayor and City Council of Baltimore
32 s/s M. Epple, Deputy Treasurer By s/s Thomas D'Alesandro, Jr., Mayor
33 Seal

34 Attest: Housing Authority of Baltimore City,
35 s/s Elsie Rachelson, Secretary By s/s Walter Sondheim, Jr., Chairman
36 Seal

37 Approved by Board of School Commissioners this 4th day of December, 1958.
38 s/s John N. Curlett, President

39 Approved by Board of Recreation and Parks this 16th day of December, 1958.
40 s/s City C. Anderson, President

41 Approved by Board of Estimates this 29th day of April, 1959.
42 s/s Leo C. McDonagh, Clerk

43 Approved as to Form and Legal Sufficiency
44 s/s Hugo A. Ricciuti, City Solicitor
45 s/s Lloyd G. McAllister,
46 Assistant City Solicitor

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1 (B) *PLAT.*

2 The plat referred to in [the foregoing] THIS Agreement has been detached and copies
3 [thereof] are now on file in the office of the Department of Education, Department of
4 Recreation and Parks and of the Housing Authority of Baltimore City, and copies
5 [thereof] are also attached to the original and duplicate executed copies of the agreement
6 now in the hands of [said] THESE parties.

7 (C) *DELIVERY, ACCEPTANCE OF DEEDS.* [§ 1-17. Lexington Terrace Agreement – delivery and
8 acceptance of deeds.]

9 The Mayor of Baltimore City [be and he] is [hereby] authorized and directed:

10 (1) For and in the name of the Mayor and City Council of Baltimore to execute and
11 deliver, in accordance with the terms of the aforementioned agreement, such Deed
12 or Deeds and instruments necessary to carry out the provisions thereof by the
13 Mayor and City Council of Baltimore.

14 (2) For and on behalf of the Mayor and City Council of Baltimore to accept, in
15 accordance with the terms of the aforementioned agreement, such Deed or Deeds
16 and instruments necessary to carry out the provisions thereof.

17 (D) *APPROVAL OF DEEDS.* [§ 1-18. Lexington Terrace Agreement – approval of deeds.]

18 No deed or deeds shall pass in accordance herewith unless the same shall first have been
19 approved by the City Solicitor.

20 **§ 10.** [§ 1-19.] **Engineering principles for construction.**

21 (a) *In general.*

22 Permission is granted to the Housing Authority of Baltimore City, in the construction of
23 its Housing projects, to use the following engineering principles:

24 (b) *Class A controlled concrete.*

25 (1) All controlled concrete of Class A, designated as 3,000 lbs. concrete, shall be
26 composed of 1 part Portland Cement, 2.2 parts fine aggregate, and 3.5 coarse
27 aggregate, using only sufficient water to produce a 3,000 lb. concrete.

28 (2) Design working stresses for Class A concrete shall not exceed:

29	Extreme fiber stress in compression	1200 lbs. per sq. in.
30	Extreme fiber stress in compression at supports	1350 lbs. per sq. in.
31	Beam concrete shear (special anchorage)	270 lbs. per sq. in.
32	Footing shear (special anchorage)	90 lbs. per sq. in.
33	Punching shear	180 lbs. per sq. in.
34	Bond in beams and slabs	150 lbs. per sq. in.
35	Bond in footing	150 lbs. per sq. in.

36 (3) Where special anchorage is used, bond value may be increased 1½ times.

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1 (c) *Class B controlled concrete.*

2 (1) Controlled concrete of Class B, designated as 2500 lbs. concrete, shall be composed
3 of: 1 part of Portland Cement, 2.5 parts of fine aggregate and 3.5 parts of coarse
4 aggregate.

5 (2) Design working stresses for Class B concrete may not exceed:

6	Extreme fiber stress in compression	1000 lbs. per sq. in.
7	Extreme fiber stress in compression at supports	1125 lbs. per sq. in.
8	Beam concrete shear (special anchorage)	150 lbs. per sq. in.
9	Footing shear	80 lbs. per sq. in.
10	Punching shear	150 lbs. per sq. in.
11	Bond in beams and slabs	150 lbs. per sq. in.
12	Bond in footings	80 lbs. per sq. in.

13 (d) *Class C controlled concrete.*

14 (1) All controlled concrete of Class C, designated at 2000 lb. concrete, shall be composed
15 of 1 part Portland Cement, 2.5 parts fine aggregate, and 3.5 parts coarse aggregate,
16 using only sufficient water to produce a 2000 lb. concrete.

17 (2) Design working stress for Class C concrete may not exceed:

18	Extreme fiber stress in compression	800 lbs. per sq. in.
19	Extreme fiber stress in compression supports	900 lbs. per sq. in.
20	Beam concrete shear (special anchorage)	180 lbs. per sq. in.
21	Footing shear	60 lbs. per sq. in.
22	Punching shear	150 lbs. per sq. in.
23	Bond in beams and slabs	100 lbs. per sq. in.
24	Bond in footings	75 lbs. per sq. in.

25 (3) Where special anchorage is used, bond value may be increased 1½ times.

26 (e) *Measurements.*

27 (1) The unit of measure is the cubic foot. 94 pounds of cement is considered 1 cubic
28 foot.

29 (2) Aggregate shall be measured in a dry rodded condition. Fine and coarse aggregate
30 shall be measured separately by volume.

31 (3) The maximum slump of the concrete, Classes A, B, and C, shall be 4 inches. All
32 concrete shall be mechanically vibrated.

33 (f) *Unit stresses; grade.*

34 (1) The unit stresses for reinforcing steel shall not exceed 20,000 lbs. per sq. in. in
35 tension and 18,000 lbs. per sq. in. in compression in columns.

36 (2) Steel to be used shall be intermediate grade, new billet stock.

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1 (g) *Reinforced concrete design.*

2 The reinforced concrete design shall comply with formulae and requirements of the
3 Progress Report of Joint Committee on Standard Specifications for concrete and
4 reinforced concrete dated January, 1937.

5 (h) *Special inspector required.*

6 A special concrete inspector, approved by the Buildings Engineer and under his
7 supervision, shall be employed by and at the expense of the owner, at all times when
8 concrete is being placed.

9 (i) *City supervision.*

10 But in all other respects these buildings shall be erected under the supervision of the
11 Bureau of Buildings of Baltimore City, in accordance with the City Building and Zoning
12 Codes.

13 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the catchlines contained in this Ordinance
14 are not law and may not be considered to have been enacted as a part of this or any prior
15 Ordinance.

16 **SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it
17 is enacted.