



City of Baltimore

City Council
City Hall, Room 408
100 North Holliday Street
Baltimore, Maryland 21202

Legislation Text

File #: 11-0655, **Version:** 0

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

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INTRODUCTORY*

CITY OF BALTIMORE
COUNCIL BILL

Introduced by: The Council President
At the request of: Department of Legislative Reference

A BILL ENTITLED

AN ORDINANCE concerning
Corrective Bill 2011 - Decodifications

FOR the purpose of decodifying, with corrective and conforming amendments, certain obsolete, obsolescent, or superseded provisions relating to the Housing Authority of Baltimore City; and providing for a special effective date.

BY repealing and reordaining, with amendments, and transferring to the Session Laws
Article 13 - Housing and Urban Renewal
Subtitle 1 - Baltimore Housing Authority
Baltimore City Code
(Edition 2000)

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 BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That Article 13, Subtitle 1, is repealed, in its entirety, and its provisions are reordained, with amendments, and transferred to the Ordinances and Resolutions of the Mayor and City Council of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

[Subtitle 1.] Baltimore Housing Authority

§ 1. [§ 11] 1937 Resolution No. 6. [- confirmed.]

(A) CONFIRMED.

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

(B) EFFECTIVE DATE. [§ 12] 1937 Resolution No. 6 - effective date.]

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

(C) NEED FOR AUTHORITY. [§ 13] 1937 Resolution No. 6 - need for Authority.]

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

§ 2. [§ 14] 1938 Agreement with Housing Authority.

The Mayor and City Council of Baltimore [does hereby ratify] RATIFIES and [confirm] CONFIRMS the agreement dated June 27, 1938, 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, made and entered into this twentyseventh day of June, nineteen hundred and thirtyeight, by and between the Mayor and City Council of Baltimore, party to 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 to the second part (hereinafter called the “Authority”), Witnesseth:

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

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

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

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

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

- (1) The following terms, whenever used in this Agreement, shall have the following meaning:
 - (a) The term “Local Annual Contribution for any year” shall mean an amount equal to:

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

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

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

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

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

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

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

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

such equalized figure.

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

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

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

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

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

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

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

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

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

Attest:
(signed) C. W. Perkins,
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.

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

Submitted to and approved by the Board of Estimates this 27th day of June, nineteen hundred and thirtyeight.
(signed) George Sellmayer, President.
(signed) Howard W. Jackson, Mayor.
(signed) R. Walter Graham, Comptroller.
(signed) Lawrence B. Fenneman, Deputy City Solicitor.
(signed) B. L. Crozier, Chief Engineer.

§ 3. [§ 15] 1939 Supplemental Agreement.

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

This Supplemental Agreement, made and entered into this 27th day of June, nineteen hundred and thirty-nine, 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 entered into an 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 ratified and confirmed by Ordinance No. 783 of the Mayor and City Council of Baltimore, approved June 30, 1938; and

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

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

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

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

“Subject to the terms and conditions of this Agreement, the Authority shall pay to the City annually in lieu of taxes

in respect to each project developed and administered by it, a sum equal to three and nine-tenths per centum (3.9%) of the aggregate amount of shelter rent (defined to mean and include the total amount of all rents chargeable, excluding the charges for utilities such as heat, electricity, gas and water) chargeable by the Authority for the dwelling units in such project during the ensuing calendar year, such payments to commence as to each project on the first day of January next succeeding the date when such project was physically completed and ready for occupancy and to continue annually thereafter; provided, however, that on the date of the first payment, as above required, the Authority shall also pay to the City in respect to each project developed and administered by it a sum equal to three and nine-tenths per centum (3.9%) of the aggregate amount of shelter rent (as above defined) chargeable by the Authority for the dwelling units in such project during the portion of the preceding calendar year that such project was completed and ready for occupancy.”

(2) Paragraph 5 of said Agreement dated June 27, 1938, is hereby amended by striking out in the fourth line of said paragraph the words and figures “Seven Hundred and Ten Thousand Dollars (\$710,000.00)” and inserting in lieu thereof the words and figures “Nine Hundred Twentythree Thousand Six Hundred and EightyFive Dollars (\$923,685.00)”.

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

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

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

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

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

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

(signed) Samuel H. Hoffberger
(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. [§ 16.] 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, SeventyFifth 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 onehalf of one per centum ($\frac{1}{2}\%$) 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;

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

(1) The term “Annual Contributions Contract” as used in the Agreement between the parties hereto, dated June 27, 1938, as amended by the Supplemental Agreement between the parties hereto, dated June 27, 1939, shall mean the Contract for Loan and Annual Contributions, dated November 22, 1940, between the Authority and the USHA.

(2) Paragraph 5 of said Agreement dated June 27, 1938, as amended by Paragraph 2 of said Supplemental Agreement dated June 27, 1939, is hereby amended by striking out in the fourth and fifth lines of said Paragraph 5 the words and figures “Nine Hundred TwentyThree Thousand Six Hundred EightyFive Dollars (\$923,685), or less

than three and one-half per centum (3½%)” and inserting in lieu thereof the words and figures “Eight Hundred ThirtyNine Thousand Seventy Dollars (\$839,070), or three per centum (3%)”.

(3) Paragraph 9 of said Agreement dated June 27, 1938, as amended by Paragraph 3 of said Supplemental Agreement dated June 27, 1939, is hereby amended by striking out in the last line thereof the word and figures “January 1, 1999” and inserting in lieu thereof the word and figures “December 31, 2000”.

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

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

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

Attest (Seal):
Y. W. Dillehunt,
Chairman.
Executive Director.

Housing Authority of Baltimore City,
By James R. Edmunds, Jr.,
George M. Smith, Commissioner.

George C. Mantz, Commissioner.
Samuel H. Hoffberger, Commissioner.
George B. Murphy, Commissioner.

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

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

§ 5. [§ 17] 1942 Agreement with Housing Authority.

The Mayor and City Council of Baltimore [does hereby ratify] RATIFIES and [confirm] CONFIRMS the Agreement dated December 11th, 1942, 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, made and entered into this 11th day of December, one thousand nine hundred and fortytwo, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter called the “City”, and the Housing Authority of Baltimore City, a public body corporate and politic, hereinafter called the “Authority”.

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

MD21, MD22, MD23, MD24, MD25, MD26, MD29, and MD210, and

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

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

MD23, MD26, MD29, and MD210,

hereinafter referred to as 671 Projects; and

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

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

- (1) The following terms, whenever used in this Agreement, shall have the following meaning:
 - (a) The term "Project" shall mean a subdivision of the Authority's entire housing program to which subdivision the Federal Public Housing Authority has assigned a separate project number and/or which is commonly designated or known by a single project name (i.e. Project No. MD21, known as "Latrobe Homes").
 - (b) 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.
 - (c) The term "Physically completed and occupied" shall mean with respect to any project the day upon which all dwellings in the project are "Physically completed" as defined above, and in addition thereto, are 95% occupied by Tenants of the Authority as evidenced by executed leases and initial payments of rent from such tenants in the possession of the Authority.

- (d) The term “Contract for Loan and Annual Contributions shall mean the contract so named, dated November 22, 1940, between the Authority and the United States Housing Authority (which latter agency is now designated as the Federal Public Housing Authority) as amended, revised and modified now and hereafter.
- (e) The term “Year” or “Fiscal Year” shall mean the Fiscal year as fixed by the Authority for project accounting and operating purposes.
- (f) The term “Service Charge” hereinafter described, shall mean the annual payments made by the Authority to the City, as a payment in lieu of taxes for municipal services and facilities with or in respect to any project.
- (g) The term “Shelter Rent Chargeable” shall mean with respect to any project the total amount of Dwelling Rent Income as determined by the Authority, which is the amount of Rent that could be obtained from the dwellings if they were fully occupied, less that portion of “Dwelling Rent Income” which is designated by the Authority as the amount chargeable for utilities such as, but not limited to, heat, electricity, gas and water known as the “Utility Charge Schedule” on the books of the Authority.
- (h) The term “War Housing Period” shall mean the period during which there exists an acute need for housing in and about Baltimore City of dwellings for persons engaged in National Defense activities - all as determined by the President of the United States.
- (2) Subject to the terms of the Agreement, the Authority will pay to the City annually, with respect to each Project, a “Service Charge” as hereinafter described, as a payment in lieu of taxes for municipal services and facilities furnished with or in respect to the Project. A service charge shall be paid for each Project for each fiscal year or portion thereof, commencing with the date of this Agreement. The Service Charge to be paid to the City for municipal services rendered in each fiscal year shall be as follows:
- (a) For all Projects developed under the United States Housing Act of 1937, Public No. 412, SeventyFifth Congress, including but not limited to Projects Nos. MD21, 22, 24 and 25 for each year beginning with the date of this contract, an amount equal to one sixth (1/6) of the amount as determined by the Authority, which is available at the end of such fiscal year for the reduction, pursuant to the Contract for Loan and Annual Contributions relating to said Projects, in the maximum annual contribution payable to the Authority by the Federal Public Housing Authority, hereinafter sometimes referred to as the FPHA, on the annual contribution payment date next succeeding the end of that fiscal year, or an amount equal to five per cent of the established shelter rent chargeable, whichever amount is the greater, provided, however, that no charges shall begin to accrue and no payment shall be made hereunder on any Project until such Project is physically completed and occupied.
- (b) For all Projects developed under Title 2, Public No. 671, SeventySixth Congress, including but not limited to Projects Nos. MD23, 26, 29 and 210 for each year beginning with the date of this contract and continuing for the War Housing Period, the full amount of the net revenues of the Projects as payment in lieu of taxes, provided, however, that said payment shall not be greater than the taxes which would be paid upon said Projects if they were not exempt from taxation with an appropriate allowance for the amount of the cost to the Federal Government to the Authority for lighting streets, and provided, further, that such payment in any year shall not be less than onesixth (1/6) of the amount of the difference between the maximum amount of FPHA annual contributions permitted by Statute and the actual FPHA annual contribution which would be needed in such year if no payment in lieu of taxes were to be made, provided, however, that no charges shall begin to accrue and no payment shall be made hereunder on any project until such project is physically completed and occupied. “Net Revenue” as used above shall mean all revenues (excluding FPHA annual contributions) of the Projects, less operating expenses (including reserve but excluding payments in lieu of taxes) and less actual “Debt Service”. “Debt Service” prior to permanent financing shall mean actual interest accrued, plus amortization of the development cost at 0.84% per annum; subsequent to permanent financing it shall, for any year, mean the Bond Service Requirement for such year. For each fiscal year

after the War Housing Period, payments in lieu of taxes shall be made on said Projects in the same manner and amount as is provided in paragraph 2 (a) hereof.

(3) In the event any payment pursuant to Section 2(a) and 2(b) would reduce the Local Contribution for the period involved to less than twenty per centum (20%) of the actual FPHA annual contribution as of the annual contribution payment date next succeeding the end of that fiscal year, the Service Charge to be paid to the City for that fiscal year shall be reduced by such amount as may be necessary to assure that such Local Contribution will not be less than twenty per centum (20%) of said actual FPHA annual contribution.

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

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

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

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

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

Attest:
E. H. Beer, City Register.

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

Attest:
Y. W. Dillehunt,
Chairman
Executive Director.

Housing Authority of Baltimore City,
By Cleveland R. Bealmear,
George M. Smith

George C. Mantz
Samuel H. Hoffberger
George B. Murphy
Commissioners.

Approved as to form and legal sufficiency, this 11th day of December, nineteen hundred and fortytwo.

F. Murray Benson, City Solicitor.

Submitted to and approved by the Board of Estimates this 11th day of December, nineteen hundred and fortytwo.

President.

Howard W. Jackson, Mayor,
Allan L. Dell, Comptroller,
F. Murray Benson, City Solicitor,
George Cobb, Chief Engineer.

§ 6. [§ 18.] 1950 Agreement. [- authorization; text.]

Editor's Note: The following Agreement has since been amended and extended by Ord. 70791, 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 lowrent 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 lowrent 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 lowrent 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 lowrent 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 nondwelling rents (excluding all other income of such Project), less the cost to the Authority of all dwelling and nondwelling 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.

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

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

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

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

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

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

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

(4) The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof there has been or will be elimination (as approved by the PHA) by demolition, condemnation, or compulsory repair or improvement, of unsafe dwelling units, as certified by the Bureau of Building Inspection, or insanitary dwelling units, as certified by the Health Department situated in the corporate limits of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project and the City further agrees that for each two newly constructed dwelling units on vacant land in any Councilmanic District, an unsafe or insanitary dwelling unit in such District shall be demolished, condemned, repaired or improved, provided there be a sufficient number of unsafe or insanitary dwelling units in such District for this purpose; provided, however, that the obligation of the City to effect the equivalent elimination herein provided shall not be abridged or restricted hereby; provided, that where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and provided further, that this Paragraph 4 shall not apply in the case of any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other lowrent housing constructed under the Act.

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

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

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

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

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

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

- (a) it will vacate such streets and public utilities as the City and the Authority may jointly consider necessary or desirable, and it will convey such interest as the City may have in such vacated areas or utilities to the Authority without charge; and
- (b) it will disconnect, cap, or perform such other work or services in connection with the vacation of streets and public utilities as the Authority and the City may jointly consider necessary, and any charge imposed upon the Authority for such work will not exceed (i) the actual cost to the City, or (ii) the charge which would be imposed upon a private developer under the same circumstances, whichever is less; and
- (c) it will, insofar as it is lawfully able to do so, cause to be removed from vacated areas such private utilities as the City and the Authority may jointly consider necessary; and
- (d) any streets, roads, alleys, water lines, sewer lines, and other public utilities that the City and the Authority jointly consider necessary will be designed, constructed, reconstructed, repaired, relocated or otherwise provided in accordance with a special agreement for each Project to be negotiated between the Department of Public Works and the Authority on the basis that the costs and requirements imposed upon the Authority in each such special agreement shall not be greater than those which would be imposed were the Authority a private developer; and
- (e) it will accept the dedication of all rights of ways created by the Authority providing that the grading thereof conforms to City requirements, and provided further than any streets, roads, alleys, sidewalks, or related or similar improvements which may exist thereon have been designed and constructed in accordance with City requirements; and
- (f) it will accept grants of easements which the City and the Authority jointly consider necessary or desirable; and
- (g) it will grant such lawfully possible waivers of the building code or make such lawfully possible changes in the zoning ordinance as may be jointly considered necessary or desirable; and
- (h) it will cooperate with the Authority by such other lawful action or ways as the City and the Authority may find necessary.
- (7) In the event that any of the services or facilities which the City hereunder agrees to furnish is not so furnished, then the Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing owned or administered by the Authority.
- (8) No Cooperation Agreement heretofore entered into between the City and the Authority shall be construed to apply to any Project covered by this Agreement.
- (9) So long as any contract between the Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, 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 some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing. 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 caused this Agreement to be duly executed as of the day and year first above written.

Attest: Mayor and City Council of Baltimore
By

Attest: Housing Authority of Baltimore City,
By
Commissioners

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

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

(B) WHEN EFFECTIVE. [§ 19I. 1950 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 Baltimore, duly endorsed [in spaces provided therefor] on [said] THE Agreement.

(C) APPROVED PROJECTS. [§ 110. 1950 Agreement - approved projects.]

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

(D) FUTURE PROJECTS. [§ 111. 1950 Agreement - future projects.]

When any [other] Projects OTHER than those approved by [§ 110] SUBSECTION (C) OF THIS SECTION are undertaken, [such] THOSE Projects shall be in areas where unsafe or insanitary dwelling units will be demolished and new dwelling units will be constructed, all at the expense of the Authority except where the cost of demolition is a proper charge against the property owner under the laws and ordinances of the City.

§ 7. [§ 112.] 1953 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 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 , 1953, by and between the Housing Authority of Baltimore City (herein called the "Authority") and the Mayor and City Council of Baltimore (herein called the "City"),

witnesseth:

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

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

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

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

(1) Whenever used in this Agreement:

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

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

(2) (a) Under Article 44A, as amended, of the Code of Public General Laws of Maryland, all Projects are exempt from real and personal property taxes and special assessments levied or imposed by the City, the State or any political subdivision thereof; and with respect to any Project so long as either (i) such Project is owned by a public body or governmental agency and is used for lowrent housing purposes, or (ii) any contract between the Authority and PHA in connection with such Project remains in force and effect, or (iii) any monies due to the PHA in connection with such Project remaining unpaid, whichever period is the longest, (said period being hereafter referred to as the “Agreement Period”) the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Authority with respect thereto. During the Agreement Period, the Authority shall make annual payments (herein called “Payments in Lieu of Taxes”) to the City in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

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

(c) After the end of the two tax years referred to in paragraph 2(b) above, each such annual Payment in Lieu of

Taxes shall be made within ninety days after the end of the fiscal year established for such Project, and shall be in an amount equal to ten per cent (10%) of the aggregate Shelter Rent charged by the Authority in respect to such Project during such fiscal year or portion thereof.

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

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

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

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

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

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

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

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

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

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

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

Secretary
Chairman

ViceChairman

Commissioners

Approved as to form and legal sufficiency this day of , nineteen hundred and fiftythree.
City Solicitor

Submitted to and Approved by the Board of Estimates this day of , nineteen hundred and fiftythree.

President

Mayor

Comptroller

City Solicitor

Director of Public Works

(B) WHEN EFFECTIVE. [§ 11B. 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 Baltimore, duly endorsed [in spaces provided therefor] on [said Agreements] THE AGREEMENT.

§ 8. [§ 11A.] 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 21, 22, 24, and 25, 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 fiftyfive.

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

(B) WHEN EFFECTIVE. [§ 115. 1955 Amendatory Agreement - when effective.]

[The foregoing] THIS Amendatory 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 Chairman of the Commission 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 Baltimore, duly endorsed [in spaces provided therefor] on [said] THE Agreement.

§ 9. [§ 116.] Lexington Terrace Agreement. [- ratification; text.]

(A) RATIFICATION; TEXT.

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

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

Whereas the Authority is constructing a low-rent housing project known as Lexington Terrace, MD 219, in the area bounded generally by Fayette Street, Fremont Avenue, Mulberry Street and Myrtle Avenue, as extended in an irregular line South to Fayette Street, to provide decent, safe and sanitary dwellings for persons of low income; and

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

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

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

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

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

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

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

demolish elementary Schools Nos. 110 and 110A.

- (2) Following the demolition of the recreation building at 734 West Lexington Street and the old armory building, the City shall convey to the Authority the land outlined in blue on the attached plat dated October 15, 1958, and entitled "Combined Facility, Lexington Terrace, MD 219".
- (3) Following the demolition of Schools Nos. 110 and 110A, the City shall convey to the Authority the land now used in connection with the said schools as outlined in yellow upon the aforesaid attached plat. The Authority will immediately reconvey to the City the land now used in connection with School No. 110A for so long as it is used for educational and/or recreational purposes, as set forth in this Agreement.
- (4) In the area to the northwest of the northwest corner of West Lexington Street and Myrtle Avenue, the City shall design, construct and equip a standard elementary school with auditorium expanded to 500 seat capacity and a separate gymnasium expanded to sixty feet by eighty feet in dimensions. The necessary funds for the auditorium and gymnasium to be erected by the City will be furnished from the budgets of the Board of School Commissioners and Board of Recreation and Parks and prorated between them as follows: The Board of School Commissioners shall provide sufficient funds for the construction and furnishing of a standard elementary school gymnasium and separate standard elementary school auditorium including equipment and auxiliary facilities; and the Board of Recreation and Parks shall provide the additional funds necessary to bring these facilities up to the expanded sizes set forth above.
- (5) Upon the adoption and approval by the City of firm plans establishing the location of the school and recreational facility to be constructed by it, as described in Section 4 above, the Authority will convey to the City the area shown on the attached plat dated October 15, 1958 and entitled "Combined Facility, Lexington Terrace, MD 219", and outlined in red, less so much of said area as shall be appropriate for the construction of the building to be constructed by the Authority as hereinafter set forth. The title to be conveyed to the City shall be for so long as the land so conveyed shall be used for educational and recreational purposes as set forth in this Agreement, provided, however, that in the event the City should determine that the facility constructed thereon by it is no longer needed for educational and/or recreational purposes but is needed for some other public municipal purpose, it shall have the right to purchase from the Authority at a price to be determined by three M.A.I. appraisers to be chosen as follows: one by the City, one by the Authority and one by these two, that portion of the said land outlined in green shown on the attached plat dated October 15, 1958, and entitled "Combined Facility, Lexington Terrace, MD 219".
- (6) The Authority shall design and construct a recreational and community building of approximately 6,000 square feet hereinafter referred to as the Authority building. The location of said building shall be coordinated with the design and construction of the new school and recreational facility to be provided by the City as described above in Section 4. The Authority shall equip its building to the extent that the Public Housing Administration makes funds available for such equipment.
- (7) Although each of the parties hereto shall be owners of the facilities to be constructed by each of them, the Authority building and the gymnasium and auditorium of the school owned by the City will be used jointly by the City and the Authority for recreation and community services. These facilities will be operated under the supervision of the Board of Recreation and Parks of the City through the Bureau of Recreation for the use of the community and the Authority without any particular distinction between the portions owned by the respective parties hereto. The auditorium and gymnasium will be made available for such use after the hours and the term during which school is in session. Further details of such joint use will be set forth in such additional agreements as the parties hereto deem convenient and necessary, such agreement to be subject to the approval of the Public Housing Administration and the City agencies concerned.

(8) Each of the parties hereto shall pay for the cost of utilities and maintenance, including janitorial services, for its respective building.

(9) It is understood and agreed that the building to be constructed by the City hereunder shall not be used for any purpose not in accord with the rules and regulations of the Board of School Commissioners of Baltimore City.

(10) In conjunction with the construction of Lexington Terrace, Project MD 219, the Authority, by combining land now used in connection with School No. 110, to be conveyed to the Authority by the City as described in Section 3, and such other land as it may have available for such purposes will, at its own cost, provide and maintain a multiple-use area. The Authority will equip such area to the extent that the Public Housing Administration makes funds available for such equipment. The Authority will make such multiple-use area available for use by the City in connection with the educational and recreational activities to be conducted by the City in conjunction with the use of the facility to be constructed hereunder by the City.

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

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

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

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

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

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

Attest:
Baltimore
s/s M. Epple, Deputy Treasurer
Mayor
Seal

Mayor and City Council of
By s/s Thomas D'Alesandro, Jr.,

Attest:
Baltimore City,
s/s Elsie Rachelson, Secretary
Chairman
Seal

Housing Authority of
By s/s Walter Sondheim, Jr.,

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

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

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

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

(B) PLAT.

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

(C) DELIVERY, ACCEPTANCE OF DEEDS. [§ 117. Lexington Terrace Agreement - delivery and acceptance of deeds.]

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

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

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

(D) APPROVAL OF DEEDS. [§ 118. Lexington Terrace Agreement - approval of deeds.]

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

§ 10. [§ 119.] Engineering principles for construction.

(a) In general.

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

(b) Class A controlled concrete.

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

concrete.

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

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

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

(c) Class B controlled concrete.

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

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

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

(d) Class C controlled concrete.

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

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

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

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

(e) Measurements.

- (1) The unit of measure is the cubic foot. 94 pounds of cement is considered 1 cubic foot.
- (2) Aggregate shall be measured in a dry rodded condition. Fine and coarse aggregate shall be measured separately by volume.
- (3) The maximum slump of the concrete, Classes A, B, and C, shall be 4 inches. All concrete shall be mechanically vibrated.
 - (f) Unit stresses; grade.
 - (1) The unit stresses for reinforcing steel shall not exceed 20,000 lbs. per sq. in. in tension and 18,000 lbs. per sq. in. in compression in columns.
 - (2) Steel to be used shall be intermediate grade, new billet stock.
 - (g) Reinforced concrete design.

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

- (h) Special inspector required.

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

- (i) City supervision.

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

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

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

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