COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 2025, Legislative Day No. 9

Resolution No. 24-25

Mr. Mike Ertel, Chairman
By Request of County Executive

By the County Council, May 5, 2025

A RESOLUTION of the Baltimore County Council of Baltimore County, Maryland to authorize the County Executive or other authorized administrative official to enter into a written agreement on behalf of the County with Hopkins Village Housing, LP (the "Future Owner") for the payment of stipulated amounts in lieu of regular real property taxes in order to facilitate the development of a rental housing project to benefit eligible persons in Baltimore County.

WHEREAS, it is in the best interest of the citizens of Baltimore County to encourage and facilitate the development of family rental housing for eligible households; and

WHEREAS, the Owner has acquired or will acquire a parcel of land located at 3 Brett Court, Essex, Baltimore County, Maryland 21221 (tax ID #15-1800003629 and #15-1800003630) (the "Property"), improved by a 165 unit rental housing development thereon, 164 units of which will be for households whose incomes do not exceed **60%** of the median income for the Baltimore metropolitan area (the "Project"); 1 unit reserved for property manager will be paid at normal tax rate established by the county; and

WHEREAS, the Future Owner will be operating the Property as rental housing for eligible residents (the "Project") pursuant to a Declaration of Restrictive Covenants and Regulatory Agreement to be entered into between the Future Owner and the Community Development Administration, a unit of the Division of Development Finance of the Department of Housing and

Community Development, a principal department of the State of Maryland, and recorded among the Land Records of Baltimore County (the "Declaration"); and

WHEREAS, § 7-506.1, Tax Property Article of the Annotated Code of Maryland provides for a real property tax exemption under certain circumstances, provided that the County and the Future Owner enter into a written agreement for the payment of a negotiated amount in lieu of the applicable real property tax; and

WHEREAS, this resolution corrects clerical errors in Resolution 35-24, whereby in the second WHERAS paragraph it referred to an inaccurate tax ID #, and inaccurately stated that "the 164 units of which will be for households whose incomes do not exceed 50% of the median income for the Baltimore metropolitan area" when the median income percentage was intended to be stated that the 164 units will be for households whose incomes do not exceed 60% of the median income for the Baltimore metropolitan area, and in the third WHEREAS paragraph referenced a County Declaration of Covenants instead of the State Declaration of Restrictive Covenants and Regulatory Agreement, as this Resolution now does; now therefore

BE IT RESOLVED BY THE COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND that pursuant to said State statute, it is determined that the Property shall be exempt from real property taxes for the term specified herein; and

BE IT FURTHER RESOLVED, that the County Executive or other authorized administrative official is hereby authorized to enter into a written agreement (the "Agreement") with the Future Owner on behalf of the County to make the following payments to the County in lieu of paying regular real property taxes:

(a) This Agreement shall be effective from the later of July 1, 2025 or the date Future Owner acquires the Property (the "Effective Date") and shall remain

effective until the Termination Date (hereinafter defined). The payments to be made by the Future Owner to the County shall be in lieu of all ordinary Baltimore County real property taxes on real property under the Tax-Property Article of the Annotated Code of Maryland (2001 Replacement Volume), as amended. Such payments shall be made by the Future Owner and shall be accepted by the County until the earlier of: (i) a termination of the Declaration prior to the expiration date in (vii) below; (ii) a change in the use of the Project for the provision of rental housing for eligible households and related facilities; (iii) sale or other transfer of the Property by the Future Owner unless the transferee assumes this Agreement in writing and the Property remains subject to the Declaration; (iv) failure of the Future Owner to comply in all other respects with the conditions of § 7-506.1, supra; (v) default by the Future Owner under the terms of this Agreement; (vi) refinance of the Property such that it would no longer be subject to the Declaration; or (vii) the twentieth anniversary of the Effective Date (the "Termination Date").

(b) Commencing on the Effective Date, the Future Owner shall make annual payments (the "Tax Payment") in arrears at the end of each calendar year. The Tax Payment shall be made prior to payment of any debt service on the Property. For the first year, the Tax Payment shall be Three Hundred Dollars and No Cents ($300.00) per unit.

(c) The Tax Payment shall increase by 2% annually.

(d) Upon the Termination Date, the Agreement for stipulated payments in lieu of real property taxes shall expire, and the Future Owner shall thereafter pay all real property taxes in full when due.

(e) At no time shall the Future Owner be required to pay more than the full amount of taxes based on the Property's then current assessment.

(f) In the event of the occurrence of any of the events listed in items (i) through (vii) of Paragraph (a) above (a "Default") within the first fifteen (15) years of this Agreement, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under this Agreement and the amount of full real estate taxes which would have otherwise been paid based on the assessed value of the Property from the time of such Default, shall be repaid. In the event of the occurrence of any of the events listed in items (i) through (vii) of Paragraph (a) above in year sixteen (16) or beyond, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under this Agreement and the amount of full real estate taxes which would have otherwise been paid based on the assessed value of the Property from the time of the Default for the remainder of the twenty (20) year term, shall be repaid; and

BE IT FURTHER RESOLVED, that this Resolution shall obligate the Future Owner to submit audited financial statements annually to the Baltimore County Office of Budget and Finance and the Department of Housing and Community Development within ninety (90) days of the close of the Future Owner's fiscal year; and

BE IT FURTHER RESOLVED, that nothing in this Resolution modifies the agreement so entered and approved in Resolution 35-24 and only corrects the above described clerical error; and

BE IT FURTHER RESOLVED that this Resolution shall take effect from the date of its passage by the County Council.

LEGISLATION DETAIL

LEGISLATION	RESOLUTION 24-25
DISPOSITION	PASSED
ENACTED	N/A
EFFECTIVE	N/A
AMENDMENTS	NO

ROLL CALL - BILL

MOTION ERTEL SECOND CRANDELL

AYE	NAY	
✔		Councilman Young
✔		Councilman Patoka
✔		Councilman Kach
✔		Councilman Jones
✔		Councilman Marks
✔		Councilman Ertel
✔		Councilman Crandell

ROLL CALL - AMENDMENTS

MOTION SECOND

AYE	NAY	
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