

**Board of Directors Meeting**

**July 9, 2015**

**3:30 p.m.**

**Agenda**

- 1 Roll Call
- 2 Public Comment
- 3 Approval of Minutes for the meeting of June 11<sup>th</sup>, 2015
- 4 Updates
- 5 Selection of Audit Firm
- 6 Renewal of PRA Memorandum of Understanding
- 7 Ethics Policy: Public Disclosure and Disqualification for Conflict Issues
- 8 Property maintenance agreement with Pennsylvania Horticultural Society
- 9 Adjournment

**This meeting is open to the public**



1234 Market St., 17<sup>th</sup> Floor, Philadelphia PA 19107  
philadelphialandbank.org

## MEMORANDUM

Date: July 9, 2015  
To: Board of Directors  
From: Darren Williams and John Carpenter  
Re: Selection of Audit Firm

The selection committee comprising of Darren Williams, John Carpenter, Nicholas Scafidi, Paul Cesario and Angela Chandler met in early June to evaluate the proposals submitted in response to the Land Bank's audit service RFP.

Three firms bid, all of which met the minimum qualifications established in the RFP.

Fees bid over three years:

	Three year total	Year 1	Year 2	Year 3
BDO USA, LLP	\$ 78,500	\$27,500	\$25,500	\$25,500
Mercadien	\$101,325	\$23,051	\$39,693	\$38,491
Z&A	\$140,700	\$29,900	\$55,400	\$55,400

The selection committee unanimously recommends the hiring of BDO for a term of one year, with options to renew for two additional one-year periods. This recommendation is made based on the lowest total bid amount over three years, and was reviewed with members of the Board's Finance Committee on July 1.

**RESOLUTION NO. 2015 -**

**RESOLUTION SELECTING BDO USA, LLP AS AUDITORS FOR THE  
PHILADELPHIA LAND BANK**

**WHEREAS**, the Philadelphia Land Bank intends to engage an audit firm to provide the professional services necessary to conduct a financial audit for its fiscal year ending June 30, 2015, including preparation of Financial and Compliance Reports and related auditing services;

**WHEREAS**, the Land Bank issued a competitive Request For Proposals (RFP) from Independent Public Accountants to perform these services for fiscal years 2015, 2016 and 2017;

**WHEREAS**, Land Bank staff and its Finance Committee have reviewed and evaluated all responses and have determined that BDO USA, LLP meets all selection criteria, has submitted the most favorable proposal and has the experience and qualifications to perform the services stated in the RFP; and

**WHEREAS**, Land Bank staff and the Finance Committee have recommended that BDO USA, LLP be awarded this contract.

**NOW THEREFORE, BE IT RESOLVED** by the Philadelphia Land Bank that:

1. The Land Bank may enter into a professional services contract with BDO USA, LLP to provide audit services to the Land Bank for an initial term of one year with the Land Bank's option to renew the contract for two additional one-year periods.
2. The initial term of the contract shall be for maximum compensation, including out-of-pocket expenses, of Twenty-Seven Thousand Five Hundred Dollars (\$27,500).
3. The first option term of the contract, if exercised, shall be for maximum compensation, including out-of-pocket expenses, of Twenty-Five Thousand Five Hundred Dollars (\$25,500) and the second option term of the contract, if exercised, shall be for maximum compensation, including out-of-pocket expenses, of Twenty-Five Thousand Five Hundred Dollars (\$25,500).

**FURTHER AUTHORIZING**, the preparation, execution, and delivery of all contracts necessary to carry out the foregoing in form and substance acceptable to the Executive Director and General Counsel.



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## MEMORANDUM

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**Date:** July 9, 2015  
**To:** Board of Directors  
**From:** John Carpenter  
**Re:** Amended and Restated Memorandum of Understanding between Philadelphia Land Bank and Philadelphia Redevelopment Authority

In July 2015, the Land Bank and the Philadelphia Redevelopment Authority entered into a Memorandum of Understanding to clarify and guide the relationship between the two agencies. The MOU focused on the following topics:

- 1) How the agencies will manage and pay for staff, allowing for flexibility dependent upon the conclusion of remaining negotiations with the union on this matter
- 2) Funding of the Land Bank by the PRA
- 3) Transfer of properties
- 4) Management of the City's "Front Door Program" for vacant property
- 5) Responsibility for LAMA, the City's land management software
- 6) Use of equipment

That MOU related to the Land Bank's Fiscal Year 2015 operations and the parties now wish to renew those understandings for Fiscal Year 2016.

We are presenting for Board consideration an Amended and Restated Memorandum of Understanding which extends and renews the prior understandings and provides for PRA funding consistent with the Land Bank's FY 16 approved budget.

A summary of the terms of the MOU is attached.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA REDEVELOPMENT AUTHORITY AND THE PHILADELPHIA LAND BANK**

**WHEREAS**, the Philadelphia Redevelopment Authority and the Philadelphia Land Bank entered into a Memorandum of Understanding for Fiscal Year 2015 (i) through which the Redevelopment Authority will provide staffing and funding support to the Land Bank; (ii) to provide for the transfer of title to certain properties owned by the Redevelopment Authority to the Land Bank; and (iii) to arrange for transfer of management and maintenance of certain software operational systems now controlled by the Redevelopment Authority;

**WHEREAS**, the parties wish to extend the agreements and conditions of the Memorandum of Understanding through Fiscal Year 2016, amended and updated as necessary for change in circumstances; and

**WHEREAS**, the Board has considered the Amended and Restated Memorandum of Understanding and finds that its adoption to be in the best interests of the Land Bank.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Philadelphia Land Bank that the Executive Director of the Land Bank may enter into an Amended and Restated Memorandum of Understanding with the Philadelphia Redevelopment Authority in form and substance acceptable to the Executive Director and General Counsel consistent with the terms and conditions stated in the Executive Summary presented to the Board.

**Philadelphia Land Bank / PRA**  
**Amended and Restated Memorandum of Understanding**  
**Summary of Major Terms**

<p>Transfer or Assignment of PRA staff to Land Bank</p>	<p>Certain PRA staff will either be assigned or transferred to work under Land Bank Management</p> <p>Those staff members will remain PRA employees while performing Land Bank work</p> <p>If assigned/transferred PRA staff terminate employment with PRA, the Land Bank will hire replacement staff as PHDC employees</p>
<p>PRA Funding of Land Bank Operations</p>	<p>PRA has committed \$3,823,660 to support Land Bank operations for FY 16</p> <p>Under the prior MOU, PRA is entitled to a credit of approximately \$900,000 for its overfunding of Land Bank FY 15 operations and that \$900,000 will reduce PRA's FY 16 Funding Commitment to approximately \$2.9 million (a full accounting and reconciliation of FY 15 overfunding will be completed by 12/1/15)</p> <p>The Land Bank will provide quarterly financial statements to PRA</p> <p>If PRA has overfunded the Land Bank at the close of FY 16, PRA is entitled to a return of any excess funding</p> <p>Net income from the sale of City properties through VPRC will be retained by the Land Bank to fund future operations</p>
<p>Transfer of PRA Surplus Property</p>	<p>PRA has identified surplus property that it is willing to convey to the Land Bank and has submitted that list of property to City Council</p> <p>Upon Council approval, PRA will convey those properties to the Land Bank for nominal consideration</p>

Management of the "Front Door" Program	Upon agreement of OHCD, PRA and the Land Bank, the Land Bank will assume responsibility for receiving, evaluating and processing Expressions of Interest for all available City, PRA and Land Bank properties
Miscellaneous	<ul style="list-style-type: none"> <li data-bbox="579 443 1345 510">(1) PRA will continue its current use of specified computer hardware owned by the Land Bank</li> <li data-bbox="579 555 1409 622">(2) The Land Bank will cooperate with PRA to acquire property using the Land Bank's foreclosure powers</li> <li data-bbox="579 667 1385 734">(3) The Land Bank will cooperate with PRA to support PRA's use of LAMA</li> </ul>
Term	The agreement is effective as of July 1, 2015 and will terminate June 30, 2016

**AMENDED AND RESTATED**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PHILADELPHIA REDEVELOPMENT AUTHORITY**  
**AND**  
**PHILADELPHIA LAND BANK**

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (“**Restated Memorandum**”) is entered into as of July 1, 2015 (“**Effective Date**”) between the Philadelphia Redevelopment Authority (“**Redevelopment Authority**”), a public body and a body corporate and politic created, organized and existing in accordance with the provisions of the Urban Redevelopment Law of 1945, 35 P.S. §§ 1701, *et seq.*, with its principal office located at 16<sup>th</sup> Floor, 1234 Market Street, Philadelphia, PA 19107, and the Philadelphia Land Bank (“**Land Bank**”), a public body and a body corporate and politic created, organized and existing in accordance with the provisions of the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101, *et seq.*, with its principal office located at 17<sup>th</sup> Floor, 1234 Market Street, Philadelphia, PA 19107.

**BACKGROUND**

A. On December 2, 2012, the Commonwealth of Pennsylvania enacted legislation commonly referred to as the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101, *et seq.* (“**Land Bank Act**”) which, among other things, authorized a city of the first class to create a land bank by adopting an ordinance in accordance with the Land Bank Act.

B. On December 18, 2013, the City of Philadelphia (“**City**”) authorized the creation of the Philadelphia Land Bank in accordance with Chapter 16-700 of the Philadelphia Code (the “**Land Bank Ordinance**”).

C. On July 17, 2014, the Land Bank filed articles of incorporation with Pennsylvania’s Department of State and Department of Community and Economic Development as provided by the Land Bank Act thereby allowing the Land Bank to operate for the purposes and in the manner specified in the Land Bank Act and the Land Bank Ordinance.

D. The Land Bank will function and perform its daily business through a management agreement with the Philadelphia Housing Development Corporation (“**PHDC**”). For purposes of this Restated Memorandum, the Land Bank’s performances, rights and obligations may be conducted by PHDC on behalf of the Land Bank.



E. The Redevelopment Authority desires to assist the Land Bank in its mission to return vacant, abandoned, blighted and tax delinquent properties to productive use and has authorized the assistance set forth herein.

F. The Redevelopment Authority is authorized to assist other governmental or municipal entities for the public purposes set forth in the Urban Redevelopment Law which includes the assistance and agreements provided for in this Restated Memorandum.

G. The Redevelopment Authority and the Land Bank entered into a Memorandum of Understanding, effective as of October 3, 2014 ("**Original Memorandum**"), which provided for (i) Redevelopment Authority staffing and funding support to the Land Bank; (ii) the transfer of title to certain properties owned by the Redevelopment Authority to the Land Bank; and (iii) the transfer of management and maintenance of certain software operational systems now controlled by the Redevelopment Authority.

H. The Redevelopment Authority and the Land Bank desire to renew, amend, restate and replace the Original Memorandum as provided herein.

**NOW THEREFORE**, the parties set forth their understandings as follows:

1. **Assignment of Staff**

1.1. The parties anticipate that the Redevelopment Authority will assign, or transfer pursuant to an agreement with its employee union, certain of its employees to support, on either a part-time or a full-time basis, the work of the Land Bank ("**Assigned Staff**"). The positions to be filled by Assigned Staff will be determined jointly by the parties consistent with the staff funding shown in the Land Bank's Fiscal Year 2016 ("**FY 16**") Operating Budget ("**FY 16 Budget**").

1.2. Upon such assignment or transfer and during the Term (as defined in Paragraph 6, below):

(a) Assigned Staff shall remain employees of the Redevelopment Authority with all rights, privileges and benefits afforded to employees in accordance with the Collective Bargaining Agreement between Local 1971 and the Redevelopment Authority ("**Collective Bargaining Agreement**"), as such agreement may be amended from time to time.

(b) Assigned Staff shall report and be responsible to the Land Bank's management agent for their daily work assignments and other work duties as determined by the Land Bank and as permitted by the Collective Bargaining Agreement.

(c) If it becomes necessary for Assigned Staff to perform occasional work for the Redevelopment Authority, the parties shall work cooperatively to meet their respective needs.

(d) The Redevelopment Authority shall pay Assigned Staff's salary and benefits directly to each of the Assigned Staff at their applicable pay scale and in the same manner as the Redevelopment Authority pays its other employees.

(e) If any Assigned Staff leaves the employ of the Redevelopment Authority during the Term, the Land Bank or its management agent shall have full authority to hire a replacement for the position so vacated. The salary and benefits of any new employee who re-fills a position approved in the FY 16 Budget shall continue to be funded by the Redevelopment Authority to the same extent as that position was approved by the Redevelopment Authority in the FY 16 Budget.

## **2. Funding of Fiscal Year 16 Land Bank Budget**

2.1. The Redevelopment Authority has agreed to provide funding to the Land Bank to support the FY 16 Budget, including the hiring of Land Bank staff, in the total amount of Three Million Eight Hundred Twenty-Three Thousand Six Hundred Dollars (\$3,823,660) in accordance with the terms and conditions provided herein ("**Redevelopment Authority FY 16 Funding Commitment**").

2.2. If actual salary and benefit costs of staff performing services for the Land Bank exceed the amount allocated for salary and benefits in the FY 16 Budget, the Land Bank may, with the prior written approval of the Redevelopment Authority Board, transfer funds from another line item in the FY 16 Budget to cover such excess. However, in no event shall the Redevelopment Authority be obligated to fund an amount greater than the Redevelopment Authority FY 16 Funding Commitment.

2.3. Pursuant to Paragraph 2.6 of the Original Memorandum, the Redevelopment Authority is entitled to a credit for overfunding provided to the Land Bank for Fiscal Year 2015. Subject to a final accounting and reconciliation as provided in Paragraph 2.4, below, the tentative credit due the Redevelopment Authority is Nine Hundred Thousand Dollars (\$900,000) ("**Tentative Credit**").

2.4. No later than December 1, 2015, the parties shall complete the reconciliation of the Land Bank's Fiscal Year 2015 revenues and expenses and determine the actual amount of the credit due the Redevelopment Authority ("**Final Credit**").

2.5. No later than August 1, 2015, the Redevelopment Authority shall wire transfer to the Land Bank the sum of One Million Eleven Thousand Eight Hundred Thirty Dollars (\$1,011,830), representing one-half of the Redevelopment Authority FY 16 Funding Commitment minus the Tentative Credit. On January 2, 2016, the Redevelopment Authority shall wire transfer to the Land Bank a sum equal to (i) One Million Nine Hundred Eleven Thousand Eight Hundred Thirty Dollars (\$1,911,830) minus (ii) the difference between the Tentative Credit and the Final Credit. Such January 2, 2016 transfer shall be further reduced by (i) the amount of actual salary and benefits paid to the Assigned Staff between July 1, 2015 and January 2, 2016 and (ii) the amount of salary and benefits projected to be paid to Assigned Staff between January 3, 2016 and the June 30, 2016. However, in no event shall the Redevelopment Authority be obligated to fund an amount greater than the Redevelopment Authority FY 16 Funding Commitment.

2.6. As soon as practicable after July 1, 2016, the Redevelopment Authority shall prepare and submit to the Land Bank a reconciliation comparing (i) its actual expenditures of salaries and benefits paid to Assigned Staff from July 1, 2015 through June 30, 2016, to (ii) the amounts deducted from the January 2, 2016 payment to the Land Bank. To the extent there is an overpayment to the Land Bank, the excess shall be refunded to the Redevelopment Authority or, at the Redevelopment Authority's option, credited against any future funding of the Land Bank. To the extent there is an underpayment to the Land Bank, the amount of the underpayment shall be paid by the Redevelopment Authority to the Land Bank.

2.7. The Land Bank will submit to the Redevelopment Authority on October 15, 2015, January 15, 2016, April 15, 2016 and on July 15, 2016, a financial statement showing, by line item, the Land Bank's actual expenditures accrued compared to its FY 16 Budget. Upon request, the Land Bank will provide the Redevelopment Authority accounting records and other documentation in form and content necessary to reasonably substantiate expenditures made by the Land Bank.

2.8. If the Land Bank has not fully expensed or accrued all funding provided to it by the Redevelopment Authority and the City for Fiscal Year 2016 ("**FY 16 Total Funding**") by June 30, 2016, the Land Bank shall return to the Redevelopment Authority the difference between its actual expenditures for FY 16 and its FY 16 Total Funding.

2.9. Net proceeds from the sale by the Land Bank of City surplus properties through the Vacant Property Review Committee process during FY 16 will be used by the Land Bank to finance, in part, the Land Bank's FY 17 operations.

**3. Transfer of Redevelopment Authority Surplus Properties**

3.1. Upon approval of Philadelphia City Council, the Redevelopment Authority may convey certain surplus properties to the Land Bank. Commencing within sixty (60) days and completing within ninety (90) days of approval by City Council, the Redevelopment Authority will transfer title to such surplus properties ("**Approved Properties**") for nominal consideration by deed to the Land Bank, in form and content as agreed between the parties.

3.2. The parties shall work cooperatively with the City to remove or release any municipal claims and liens on the Approved Properties. The Redevelopment Authority shall work to satisfy or remove non-municipal liens and encumbrances on the Approved Properties. If any lien or encumbrance remains on any Approved Property, the Land Bank may elect not to take title to such property.

3.3. The Land Bank shall be responsible for recording deeds from the Redevelopment Authority to the Land Bank for the Approved Properties and pay all fees associated with such recording.

3.4. The Redevelopment Authority shall identify those Approved Properties which are subject at time of transfer to a lease, license agreement, right of entry, maintenance agreement or other type of use or occupancy agreement. The Redevelopment Authority shall assign such agreement to the Land Bank at the time of transfer of title.

3.5. The Redevelopment Authority shall indemnify, defend and hold harmless the Land Bank against any and all losses, costs, claims, damages, liability, and reasonable attorney fees for negligence or property damage claims arising in connection with the Approved Properties if such claim was incurred during the time of the Redevelopment Authority's ownership. The Redevelopment Authority shall name the Land Bank as additional insured on its commercial general liability insurance policy.

3.6. Nothing herein shall be construed as a waiver of those defenses, immunities, and limitations on damages available to the Redevelopment Authority or the Land Bank pursuant to the Pennsylvania Political Subdivision Tort Claims Act, Act of October 5, 1980, P.L. 693, No. 142 (42 Pa.C.S.A. § 8541 *et. seq.*), or other applicable law.

**4. The Front Door Program**

4.1. On June 15, 2012, the Redevelopment Authority, the City and PHDC entered into a Memorandum of Understanding for implementation of the Front Door Program (“**Front Door MOU**”) with an objective of achieving a more coordinated, consistent and effective approach to the disposition of their surplus vacant real property and the implementation of the "Policies for the Sale and Reuse of City Owned Property" which each had adopted.

4.2. The Front Door MOU appointed the Redevelopment Authority as the original point of contact for accepting and processing all Expressions of Interest, as therein defined. At such time as agreed by the parties, and upon receipt of any required consent, the Land Bank shall succeed to the role and responsibilities of the Redevelopment Authority pursuant to the Front Door MOU. The parties shall work cooperatively to accomplish the efficient transfer of those responsibilities.

4.3. Proceeds of the sale of properties sold pursuant to the Front Door MOU shall belong to the party that held title at the time of the sale of such property.

**5. Equipment**

The Land Bank has the right to use the equipment identified on Exhibit A, which is owned by the Redevelopment Authority, during the Term (defined in Paragraph 6, below).

**6. Term**

The term of this Restated Memorandum (“**Term**”) shall commence on the Effective Date and shall expire on June 30, 2016, unless further extended by written agreement of the parties.

**7. Further Provisions**

7.1. During the Term, the Redevelopment Authority and the Land Bank will hold meetings monthly or on a more frequent basis to discuss implementation of this Restated Memorandum.

7.2. The parties will use their best efforts to work cooperatively to resolve any controversy or dispute that may arise in relation to any term, condition or provision of this Restated Memorandum. Any dispute which the parties cannot resolve on their own will be submitted for determination to the Mayor's Chief of Staff.

7.3. This Restated Memorandum may not be assigned except upon prior written consent of all parties.

7.4. At such time as the Land Bank uses the City's tax foreclosure process to acquire title to tax delinquent properties, the Land Bank will use its best efforts to accommodate requests by the Redevelopment Authority to include for its benefit specific properties which the Redevelopment Authority desires to acquire.

7.5. The Land Bank shall continue to cooperate with and support the Redevelopment Authority's use of the land management software application ("LAMA") currently in use for recording data and sales information for properties owned by the Redevelopment Authority, the City and PHDC.

7.6. Nothing in this Agreement is intended to confer a third-party beneficiary right upon any person or entity.

**IN WITNESS WHEREOF**, the parties hereto have caused this Restated Memorandum to be executed by its duly authorized officials.

**PHILADELPHIA REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Brian Abernathy  
Executive Director

**PHILADELPHIA LAND BANK**

By: \_\_\_\_\_  
Michael Koonce  
Executive Director

# EXHIBIT--A

Item #	Item Description	Quantity	Unit Price	Total Price	Vendor	Location	Notes
RDA-7111	CN360K00Q						
RDA-7171	25H1MTR1						
RDA-7163	25D1MTR1						
NO TAG	CHRHS700M	46247					
RDA-7190	25LGT81						
CITY-6092129	1M1QRM1						
RDA-7176	25LQTR1						
RDA-7194	3BKCPW1						
PRA-7199	3BKCPW1						
PRA-7203	3BRCPW1						
PRA-7204	3BMDPW1						
NO TAG	UGJ7BF41R046	50383					
RDA-7143	3B1FTR1						
RDA-7193	7G6YSW1						
RDA-7212	3BMDPW1						
RDA-7181	NP3F1Z0776L						
RDA-7161	Z5M0TR1						
	Information Services						
	Information Services						
	Executive Administration						
	Executive Administration						
	Information Services						
	Information Services						
	Information Services						
	Information Services						
	Information Services						
	Information Services						
	Information Services						
	Information Services						
	Legal						
	Legal						
	Information Services						
	Information Services						
	Information Services						
	Property Management						
	Scanner						
	Desktop PC						
	Desktop PC						
	Printer						
	Desktop PC						
	Desktop PC						
	Desktop PC						
	Desktop PC						
	Desktop PC						
	Desktop PC						
	Desktop PC						
	Printer						
	Desktop PC						
	Notebook PC						
	Desktop PC						
	Projector						
	Desktop PC						
	Scanner						
	OptiPlex 790						
	OptiPlex 790						
	LaserJet 1320						
	OptiPlex 790						
	OptiPlex 960						
	OptiPlex 960						
	OptiPlex 790						
	OptiPlex 7010						
	OptiPlex 7010						
	OptiPlex 7010						
	OptiPlex 7010						
	HL-3170CDW						
	Brother						
	OptiPlex 790						
	Latitude E6530						
	OptiPlex 7010						
	PowertLite Home Cinema 8350						
	OptiPlex 790						
	On loan to Streets						



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## MEMORANDUM

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Date: July 9, 2015  
To: Board of Directors  
From: Nicholas Scafidi and John Carpenter  
Re: Proposed Ethics Policy: Public Disclosure and Disqualification for Conflict issues

The Pennsylvania Land Bank Act of 2012 and the Land Bank Ordinance of 2013 each require that the board adopt policies regarding how board members disclose and manage potential conflicts of interest. As part of our efforts to comply with these requirements, the Land Bank's Policy Committee and General Counsel consulted with the City's Ethics Commission to develop the attached policy.

The proposed policy requires members to disclose matters in which they might have a conflict of interest and disqualify themselves from participating in board decisions regarding those matters.

We request that the board consider and approve the attached policy.



**RESOLUTION NO. 2015 -**

**RESOLUTION ADOPTING A PUBLIC DISCLOSURE AND  
DISQUALIFICATION PROCEDURE FOR CONFLICT ISSUES  
FOR PHILADELPHIA LAND BANK**

**NOW THEREFORE, BE IT RESOLVED** by the Philadelphia Land Bank that the Public Disclosure and Disqualification Procedure for Conflict Issues attached hereto as an Exhibit to this Resolution is hereby adopted.

## Philadelphia Land Bank

### Public Disclosure and Disqualification Procedure for Conflict Issues

A Member of the Land Bank Board who in the discharge of the Member's official duties has one of the following "Conflict Issues":

- (1) an adverse interest as defined in the State Adverse Interest Act (71 P.S. § 776.1 *et seq.*);
- (2) a conflict of interest as defined in the Public Officials and Employees Ethics Act (65 Pa.C.S.A. § 1101 *et seq.*); or
- (3) a conflict of interest or representation involving a business colleague as prohibited by the City Ethics Code (Philadelphia Code §§ 20-602(5), 20-607, 20-608(c))

shall take the following actions as soon as possible and before Land Bank action occurs to make public the nature and extent of the financial interest, contract interest, or business relationship at issue:

- (a) Prepare a letter that:
  - 1) includes the Member's name and position;
  - 2) identifies the relevant matter on which the Land Bank is taking action (such as specific property being considered for transfer);
  - 3) describes the circumstances (including relevant relationships and financial interests) giving rise to the Conflict Issue;
  - 4) describes the relevant duties that that would normally require the Member or the Land Bank to take official action;
  - 5) includes a statement that the Member disqualifies himself/herself from

official action related to the Conflict Issue, including participating in preliminary discussions and review as well as final votes and decisions.

- (b) Cause one (1) copy of such letter to be delivered by certified mail to each of the following: the Chair of the Land Bank; the Executive Director of the Land Bank; the General Counsel of the Board of Ethics; and the Commissioner of the Department of Records.
- (c) Abstain from taking official action and remove himself/herself from the opportunity to influence in any manner the Land Bank's actions related to the Conflict Issue. This includes leaving the room while the Land Bank Board considers the matter.

The Chair of the Land Bank shall cause such letters to be read at the first public meeting after the disclosure letter has been sent and also to be attached to the meeting minutes. At subsequent meetings on which action is taken relating to the Member's Conflict Issue, the Chair shall note the Member's disclosed Conflict Issue and disqualification from related official action. The Chair shall exclude the Member from any participation, including votes, deliberations, and other official action related to the Member's Conflict Issue. When the Chair of the Land Bank is the individual filing a disclosure and disqualification letter, another officer of the Land Bank shall carry out the duties described for the Chair in this Paragraph.

The agenda for Land Bank meetings is set 10 days before the Board meeting. Upon receipt of a copy of the agenda, Members should review it for potential Conflict Issues, and if they discover any, should immediately follow this public disclosure and disqualification procedure.

In the event that a Member becomes aware of a conflict just before the Board meeting, that Member shall publicly announce his/her financial interest in the matter, state that he/she will not

participate in the matter, leave the room during consideration of the matter and file the required letters within 5 days after the Board meeting.

Any Member who is unsure whether he or she has a Conflict Issue or who has questions about this procedure should contact the Land Bank's General Counsel.



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## MEMORANDUM

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July 2, 2015

To: Board of Directors  
From: Christi M. Jackson, Director of Property Management  
Re: Contract with Philadelphia Horticultural Society

The Philadelphia Land Bank has requested that Philadelphia Horticultural Society (PHS) expand the existing contract with the Office of Housing and Community Development (OHCD) to provide maintenance services on PHDC-owned vacant lots that will come into the inventory. The services provided by PHS include lot cleaning, stabilization, beautification and regular maintenance from April through October, consistent with the growing season. Under this contract extension, between August and October of 2015, PHS will establish site possession and clean all lots of trash, weeds and trees. The fencing, beautification and ongoing maintenance will continue in March 2016.

PHS currently maintains approximately 400 properties owned by PHDC, as part of their agreement with OHCD. At the Land Bank's request they have identified an additional 200 properties that are owned by the Philadelphia Housing Development Corporation that are not currently cared for. They have identified an additional 150 privately properties that are adjacent to these parcels that we believe should be cleaned and maintained at the same time. These properties will be cited and billed for their share of these costs, as are all other privately owned properties in the PHS Land Care programs.

Because many of the 350 properties are in an extreme state of blight with dumping, abandoned cars, high vegetation and dangerous trees, the initial clean-up of these sites will be costly, but once cleaned they will be maintainable at PHS's normal costs for the duration of the program.

The cost for the cleaning and subsequent maintenance of 350 lots is \$150,000 for the year ending June 30, 2016.

**RESOLUTION NO. 2015 -**

**RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS FOR PROPERTY MAINTENANCE SERVICES WITH PHILADELPHIA HORTICULTURAL SOCIETY THROUGH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

**WHEREAS**, the Philadelphia Land Bank Fiscal Year 2016 Operating Budget provides for property maintenance expenses in an amount of Three Hundred Fifty Thousand Dollars (\$350,000) ("Property Maintenance Expense");

**WHEREAS**, the Office of Housing and Community Development ("OHCD") has contracted with the Philadelphia Horticultural Society ("PHS") to provide on-going maintenance of City-owned properties, as well as providing similar necessary services on adjacent properties;

**WHEREAS**, the Land Bank will be acquiring from the Philadelphia Housing Development Corporation ("PHDC) several hundred properties which the Land Bank will be required to clean and maintain;

**WHEREAS**, the Land Bank has determined that its participation in the contractual relationship between OHCD and PHS is the most efficient and cost effective manner of maintaining properties which the Land Bank will acquire; and

**WHEREAS**, the Land Bank desires to allocate a portion of the Property Maintenance Expense toward funding of the OHCD-PHS contract so that PHS may include in its maintenance services certain properties to be acquired by the Land Bank.

**NOW THEREFORE, BE IT RESOLVED** by the Philadelphia Land Bank that:

The Land Bank may enter into an agreement with the Office of Housing and Community Development ("OHCD") to provide that:

1. The Land Bank will transfer an amount no greater than One Hundred Fifty Thousand Dollars (\$150,000) to OHCD.
2. OHCD will include in its contract with the Philadelphia Horticultural Society ("PHS") the obligation to perform maintenance services on approximately 350 properties to be identified by the Land Bank to the same extent and on the same terms as PHS performs such services for OHCD.
3. These maintenance services will be performed for the period beginning July 1, 2015 and ending June 30, 2016.

**FURTHER AUTHORIZING**, the Executive Director to prepare, execute and deliver all instruments and agreements necessary to effectuate the purposes of this Resolution, which instruments and agreements shall contain such terms and conditions as the Executive Director and General Counsel shall deem necessary or appropriate to protect the interests of the Land Bank.

# PHILADELPHIA LAND BANK

## BOARD MEETING MINUTES

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A meeting of the Board of Directors of the Philadelphia Land Bank was held on Thursday, June 11, 2015 commencing at 3:35 p.m. in the offices of the Philadelphia Housing Development Corporation, being its regular meeting place, 17th Floor, 1234 Market Street, Philadelphia, Pennsylvania, pursuant to proper notices.

### **CALL TO ORDER**

Ms. Rashid called the meeting to order at 3:35 p.m.

### **ROLL CALL**

The following members of the Board of Directors reported present: Majeedah Rashid, Chair; Paul L. Badger, Jr., Vice Chair; Jennifer Kates, Secretary; Deborah McColloch, Treasurer; Anjali Chainani; Christian Dunbar; Jennifer Rodriguez; Courtney Voss; and Herbert Wetzel.

The following members of the Board of Directors were not present: Nora Lichtash and Angel Rodriguez.

The following members of PHDC and OHCD staff were present: Michael Koonce, John Carpenter, Nicholas Scafidi, Esquire, Christi Jackson, Victoria Welch and Paul Chrystie.

Public Attendees: The list of public attendees is attached to these minutes.

A quorum of directors was present and the meeting, having been duly convened, was ready to proceed with business.



### **Agenda Item 2** **Public Comment**

Ms. Rashid asked if any member of the public wished to comment upon any item on the Board's agenda.

Mr. Jihad Ali raised several questions.

First, in connection with the PHDC Management Agreement, Mr. Ali noted what he considered an inconsistency in the May Board minutes between Mr. Carpenter's comments on page 2 and the Board memo presented as Agenda Item 7.

Next, Mr. Ali noted that the May Board minutes, as published, did not include the list of public attendees. Staff responded that the list will be added to the published minutes.



Mr. Ali asked why there were no exhibits attached to the proposed OHCD-Land Bank Memorandum of Understanding (Agenda Item 5). The Chair requested that staff send those exhibits to Mr. Ali.



**Agenda Item 3**  
**Approval of Board Minutes**

Ms. Rashid called for a motion to approve the minutes of the Board meeting of May 14, 2015.

Upon motion made and duly seconded, the minutes of May 14, 2015 were approved as presented.



**Agenda Item 4**  
**Updates**

Ms. Rashid then asked staff for an update of Land Bank activities.

Mr. Carpenter reported that we received three responses to the RFP for audit services. The Finance Committee will consider those proposals and make a recommendation to the Board in July.

Mr. Scafidi reported that the Policy Committee met to consider a Disclosure and Disqualification Policy which we expect to submit for Board consideration in July. The Committee is continuing to work on a Procurement Policy and an Open Data Policy. In response to Mr. Wetzel's question, Mr. Scafidi responded that we should complete that work by August or September.

Mr. Carpenter also reported that a proposed new version of the Land Bank website is now a link on the [Philadelphialandbank.org](http://Philadelphialandbank.org) site. We expect that the new website will fully replace the current website in the next three weeks. We will continue to improve the website and invite feedback from the Board and the public.



**Agenda Item 5**  
**Fiscal Year 2016 Budget**

Ms. Rashid asked Mr. Carpenter to present this item.

Ms. Rodriguez stated that she will abstain from voting on this item.

Mr. Carpenter summarized the information stated in the Board Memorandum.

The Board discussed the comparison between the FY 15 budget and actual expenditures during that fiscal year; staffing levels for FY 16; and the funding for information technology needs and the Strategic Plan.

### **Board Action**

Ms. Rashid called for a motion to approve the Fiscal Year 2016 Budget.

Upon motion made and duly seconded, the resolution was approved by unanimous vote of the Board as follows:

### **RESOLUTION NO. 2015 - 17**

#### **RESOLUTION APPROVING PHILADELPHIA LAND BANK OPERATING BUDGET FOR FISCAL YEAR 2016**

**WHEREAS**, the Board of Directors has been presented with the proposed budget for Fiscal Year 2016 which itemizes the categories and amounts of expenses required to fund operations of the Philadelphia Land Bank (“Operating Budget”);

**WHEREAS**, the Board has reviewed and considered the Operating Budget;

**WHEREAS**, a majority of the entire Board of Directors of the Philadelphia Land Bank has voted in favor of adopting the Operating Budget.

**NOW THEREFORE, BE IT RESOLVED** by the Philadelphia Land Bank that:

1. The Operating Budget for Fiscal Year 2016, as presented to this Board and attached hereto, is hereby approved.
2. The Board will receive quarterly financial reporting comparing actual expenditures to Fiscal Year 2016 budgeted expenses.



### **Agenda Item 6** **Memorandum of Understanding** **Office of Housing and Community Development**

Ms. Rashid asked Mr. Carpenter to present this item.

Ms. McColloch stated that she will abstain from voting on this item.

Mr. Carpenter summarized the information stated in the Board Memorandum.

Ms. Voss asked if the Board could receive a side by side summary of the agreements with PRA, PHDC and OHCD and if, going forward, we could coordinate the renewal dates of these three agreements.

### **Board Action**

Ms. Rashid called for a motion to approve the Memorandum of Understanding with OHCD.

Upon motion made and duly seconded, the resolution was approved by unanimous vote of the Board as follows:

### **RESOLUTION NO. 2015 - 18**

#### **RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT AND THE PHILADELPHIA LAND BANK**

**WHEREAS**, the Office of Housing and Community Development (“OHCD”) and the Philadelphia Land Bank desire to enter into a Memorandum of Understanding through which OHCD will provide staffing and administrative services to the Land Bank and the Land Bank will reimburse OHCD for those services; and

**WHEREAS**, the Board has considered the Memorandum of Understanding and finds that its adoption to be in the best interests of the Land Bank.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Philadelphia Land Bank that the Executive Director of the Land Bank may enter into the Memorandum of Understanding with the Office of Housing and Community Development in form and substance acceptable to the Executive Director consistent with the terms and conditions stated in the Executive Summary presented to the Board.



### **ADJOURNMENT**

There being no further business to come before the Board, Ms. Rashid declared the meeting adjourned at 4:05 p.m.

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SECRETARY TO THE BOARD

PHILADELPHIA LAND BANK

Board of Directors

Thursday, June 11, 2015

3:30pm

GUEST SIGN-IN SHEET

NAME

E-MAIL ADDRESS

COMPANY

1) JIHAD ALI	JIHAD@JIHADALI.COM	
2) Courtney Voss	courtney@bobkyhenon.com	board member
3) Andrea Imredy Saah	andrea.saah@phila.gov	PLB Fellow
4) Crush Jackson		
5)		
6)		
7)		
8)		
9)		
10)		
11)		