

Board of Director's Meeting**September 14, 2017****3:30 PM****Agenda**

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a. LAMA training for Board and Councilmembers	
b. Land Bank Staffing	
10. Adjournment	

This meeting is open to the public

PHILADELPHIA LAND BANK

BOARD MEETING MINUTES

A Rescheduled Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Tuesday, August 22, 2017 commencing at 03:35 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. Kates called the meeting to order at 3:35 p.m.

CHAIRMAN'S ANNOUNCEMENT

The Vice-Chairman announced that prior to today's Public Session, the Board held an Executive Session to consider certain personnel and staffing issues.

The Vice-Chairman accepted the letter of resignation from the following outgoing Board members: Anjali Chainani, Frederick Purnell and Anna Shipp. She thanked the outgoing board members for their diligent service. She also welcomed new Board members: Christian Dunbar, Dominique Casimir and Lauren Vidas (absent).

Agenda Item 1 **Roll Call**

The following members of the Board of Directors reported present: Jennifer Kates, Vice-Chair; Paulette Adams, Dominique Casimir, Christian Dunbar, Michael Koonce, Majeedah Rashid, Rick Sauer and Courtney Voss

The following members of the Board of Directors were not present: Angel Rodriguez, Treasurer; Richard DeMarco and Lauren Vidas.

The following staff members were present: Anne Fadullon, Office of Planning; Nicholas Scafidi, Esquire, Paul Chrystie, Christi Jackson, Christina Martinez, Mirta Reyes, Brian Romano and Darren Williams.

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. Kates asked if any member of the public wished to comment upon any item on the Board's agenda. No attendee responded to Ms. Kates' invitation to comment.

Agenda Item 3
Approval of Minutes for the Meeting of July 13, 2017

Ms. Kates called for a motion to approve the minutes of the Board meeting of July 13, 2017.

Upon motion made and duly seconded, the minutes were approved as presented.

Agenda Item 4
Appointment of Senior Counsel

Mr. Scafidi introduced Mr. Steve Cusano to the Board as the candidate selected for the position of Senior Counsel with the Philadelphia Land Bank, providing his background and experience. He requested approval of the proposed resolution to approve Mr. Cusano as Senior Counsel with a start date of August 28, 2017.

Ms. Voss asked for clarification of the transition plan for Mr. Scafidi. Mr. Scafidi indicated that he will be available to work with Mr. Cusano at the Board's request. He further stated that all Land Bank staff will be there to assist Mr. Cusano as well as the senior staff of the sister agencies.

Ms. Kates thanked Mr. Scafidi for his years of service to the Land Bank.

Ms. Kates called for a motion to approve the Appointment of the Senior Counsel.

Upon motion made and duly seconded, the appointment was approved as follows:

RESOLUTION NO. 2017 - 37

**RESOLUTION APPOINTING SENIOR COUNSEL
FOR PHILADELPHIA LAND BANK**

WHEREAS, the Pennsylvania Land Bank Act, 68 Pa. C.S.A. § 2101, *et seq.* ("Land Bank Act") provides that a land bank may employ or enter into a contract for legal counsel;

WHEREAS, the Land Bank and the Philadelphia Housing Development Corporation ("PHDC") have entered into a Management Contract which provides that PHDC staff will manage Land Bank operations under the guidance and supervision of the Land Bank Board of Directors; and

WHEREAS, the Land Bank desires to appoint an individual who will serve as Senior Counsel to the Land Bank, having determined that this individual possesses the knowledge, skill and experience necessary to serve in such capacity.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. Steven Cusano, Esquire, is hereby appointed as Senior Counsel to the Philadelphia Land Bank.
2. Mr. Cusano shall report to the Land Bank Executive Director and shall serve as sole legal counsel and advisor to the Land Bank Board of Directors.

Agenda Item 5
Appointment of Executive Director of Land Bank

Ms. Jackson introduced the resolution to appointment Mr. Angel Rodriguez to the position of Executive Director of the Land Bank, providing his background and experience. She requested approval of the proposed resolution to approve Mr. Rodriguez as Executive Director of the Land Bank.

The Board requested the interview panel to provide some insight into the process and selection of the candidate. The interview panel consisted of Rick Sauer, Paulette Adams and Catherine Califano (not present). The interview panel provided the Board with the process of advertising the open position, the number of candidates who submitted resumes, the candidates actual interviewed and the reasons for the selection of Mr. Rodriguez. The Board acknowledged Mr. Rodriguez' excellent credentials to serve as Executive Director.

The Vice Chairman recognized Ms. Jackson's service as Interim Executive Director and expressed appreciation for her work.

Ms. Kates called for a motion to approve the Appointment of the Executive Director of the Land Bank.

Upon motion made and duly seconded, the appointment was approved as follows:

RESOLUTION NO. 2017 - 38

RESOLUTION APPOINTING EXECUTIVE DIRECTOR OF PHILADELPHIA LAND BANK

WHEREAS, 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;

WHEREAS, on December 18, 2013, the Mayor of the City of Philadelphia signed Bill No. 130156-A, as previously adopted by Philadelphia City Council, which authorized the creation of the Philadelphia Land Bank and which has been codified at Chapter 16-700 of the Philadelphia Code;

WHEREAS, the Land Bank Act provides that a land bank may employ or enter into a contract for an executive director;

WHEREAS, the Land Bank and the Philadelphia Housing Development Corporation (“PHDC”) have entered into a Management Contract which provides that PHDC staff will manage Land Bank operations under the guidance and supervision of the Land Bank Board of Directors; and

WHEREAS, with the resignation of the Land Bank’s Interim Executive Director, the Board now desires to appoint an individual who will serve as Executive Director of the Land Bank, having determined that this individual possesses the knowledge, skill and experience necessary to serve in such capacity.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Philadelphia Land Bank that effective September 11, 2017 Angel Rodriguez is hereby appointed and shall serve as Executive Director of the Philadelphia Land Bank.

Agenda Item 6

Engagement of Legal Counsel for Representation in Lawsuit (Feibush v Johnson, et al.)

This item was for informational purposes only.

Mr. Scafidi informed the Board that he intended to engage legal counsel to represent the Philadelphia Land Bank in the lawsuit of Feibush, et al. v. Philadelphia Land Bank, et al.

The Board expressed its unanimous approval for that action.

Agenda Item 7

Approval of Memorandum of Understanding Between the Philadelphia Land Bank and Division of Housing and Community Development

Mr. Scafidi requested approval of the Memorandum of Understanding between the Land Bank and the Division of Housing and Community Development (DHCD). This is a continuation of the MOU arrangement between the Land Bank and DHCD which has existed for the past several years whereby DHCD provides administrative support for Land Bank operations. Under the MOU, the Land Bank will reimburse DHCD \$202,000 for these services during FY 18.

Mr. Scafidi stated that the Memorandum of Understanding with the Philadelphia Redevelopment Authority is still being negotiated. In addition, the Memorandum with the Philadelphia Housing Development Corporation is for a five year term and is not currently being re-negotiated.

Ms. Kates called for a motion to approve the Memorandum of Understanding Between the Philadelphia Land Bank and Division of Housing and Community Development

Upon motion made and duly seconded, the MOU was approved as follows:

RESOLUTION NO. 2017 - 39

RESOLUTION AUTHORIZING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT AND THE PHILADELPHIA LAND BANK

WHEREAS, the Division of Housing and Community Development (“DHCD”) (then known as the Office of Housing and Community Development) and the Philadelphia Land Bank entered into a Memorandum of Understanding dated as of July 1, 2015 through which DHCD has provided staffing and administrative services to the Land Bank and the Land Bank has agreed to reimburse DHCD for those services;

WHEREAS, DHCD and the Land Bank entered into a First Amendment to the Memorandum of Understanding ("**First Amendment**"), effective as of July 1, 2016, to further the purposes and the term of the Memorandum of Understanding;

WHEREAS, DHCD and the Land Bank desire to renew, extend and replace certain provisions of the Memorandum of Understanding as more specifically provided in the summary attached to this Resolution; 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 Land Bank may enter into an Amended and Restated Memorandum of Understanding with the Division 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.

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PHILADELPHIA
ACTING THROUGH ITS DIVISION OF
HOUSING AND COMMUNITY DEVELOPMENT
AND
PHILADELPHIA LAND BANK

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (“**Amended Memorandum**”) is entered into as of this 1st day of July, 2017 (“**Effective Date**”) between the City of Philadelphia (the “**City**”), acting through its Division of Housing and Community Development (“**DHCD**”)

(f/k/a Office of Housing and Community Development) (OHCD), a city of the first class organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, with its principal office located at 17th 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 legislation, 68 Pa. C.S.A. § 2101, *et seq.*, with its principal office located at 17th 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 Mayor of the City of Philadelphia signed Bill No. 130156-A, as previously adopted by Philadelphia City Council, which authorized the creation of the Philadelphia Land Bank and which has been codified at 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 required 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 has operated and performed its daily business through an agreement with the Philadelphia Housing Development Corporation (“**PHDC**”). For purposes of this Memorandum, the Land Bank’s performances, rights and obligations may be conducted and exercised by PHDC on behalf of the Land Bank.

E. DHCD desires to continue 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 and agreements set forth herein.

F. On July 1, 2015, DHCD (then known as the OHCD) and the Land Bank entered into Memorandum of Understanding through which DHCD has supported Land Bank operations by providing certain staffing and related office services.

G. Effective July 1, 2016, DHCD and the Land Bank entered into a First Amendment of the Memorandum of Understanding which, among other things, extended the term of the Memorandum of Understanding to June 30, 2017.

H. The parties now desire extend and revise the Memorandum of Understanding, as amended, to reflect their existing and future agreements

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

1. DHCD Support Services to Land Bank

- 1.1 DHCD shall provide Land Bank the following: (i) all routine and customary Offices Services, including without limitation, paper, envelopes and stationary, mail services and receptionist, (ii) staff support of the Land Bank’s information technology systems, (iii) cell phone purchases and usage, (iv) Communications Services, (v) Human Resources support, and (vi) compliance services for the monitoring, tracking and reporting of Minority, Woman and/or Disabled Owned Business Enterprise (“M/W/DSBE”) and workforce development activities pursuant to Executive Order 03-12, “Chapter 17-1600 of The Philadelphia Code and The § 17-2002. First Source Jobs Policy (collectively, “**DHCD Support Services**”). DHCD Support Services shall be provided in similar manner as such services are presently provided to PHDC.
- 1.2 As full payment for DHCD Support Services for the period of July 1, 2017 through June 30, 2018, the Land Bank will pay DHCD the total sum of Two Hundred Two Thousand Dollars (\$202,000.00) which represents the full reimbursement to DHCD for the DHCD Support Services during that time. This

amount will be paid in semi-annual installments on or about January 1, 2018 and August 1, 2018.

- 1.3 Upon each renewal of this Memorandum, DHCD and the Land Bank shall determine the DHCD Support Services Reimbursement for that effective year, which amount the Land Bank shall pay to DHCD in semi-annual payments.

2. LAMA

The Land Bank shall provide to DHCD all technical expertise, hardware, management and maintenance services required for its use of the Davenport Group's land management software application ("**LAMA**").

3. Equipment

DHCD presently uses certain items of computer hardware to be identified by the parties. To the extent that the Land Bank has or acquires an ownership interest in those items, the Land Bank agrees that DHCD may continue to use those items.

4. Term

The term of this Amended and Restated Memorandum of Understanding ("**Term**") shall commence on the Effective Date and shall automatically renew and continue thereafter from year to year unless terminated by either party by providing written notice at least ninety (90) days prior to the anniversary of the Effective Date.

5. Further Provisions

5.1. During the Term, DHCD and the Land Bank will meet upon either party's request to discuss implementation of this Memorandum.

5.2. 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 Amended Memorandum. Any dispute which the parties cannot resolve on their own will be submitted for determination to the Mayor's Chief of Staff.

5.3. This Amended Memorandum may not be assigned except upon prior written consent of all parties.

5.4. Nothing in this Amended Memorandum is intended to confer third-party beneficiary rights upon any person, association, group or entity.

5.5. Nothing herein shall be construed as a waiver of those defenses, immunities, and limitations on damages available to the City, DHCD 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.

5.6. This Amended Memorandum may be amended only by written consent of both parties.

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

CITY OF PHILADELPHIA
ACTING THROUGH ITS DIVISION OF
HOUSING AND COMMUNITY DEVELOPMENT

By:_____

PHILADELPHIA LAND BANK

By:_____

Agenda Item 8
Approval of Fee Agreement with Goehring, Rutter and Boehm for Tax Sale Properties

Mr. Scafidi requested approval of the Fee Agreement with the law firm of GRB for the sale of tax delinquent properties at tax foreclosure sales. The fee arrangement provides for payment which corresponds with the amount of work performed for each tax sale property, with a maximum amount if a sale is conducted without recall or delay caused by the Land Bank.

Ms. Kates called for a motion to approve the Fee Agreement with Goehring, Rutter and Boehm for Tax Sale

Upon motion made and duly seconded, the Fee Agreement was approved as follows:

RESOLUTION NO. 2017 - 40

**RESOLUTION AUTHORIZING CONTRACT WITH THE LAW FIRM OF
GOEHRING, RUTTER & BOEHM**

BE IT RESOLVED by the Board of Directors of the Philadelphia Land Bank that the Land Bank is authorized to enter into a Letter Agreement, substantially in the form attached hereto, with the law firm of Goehring, Rutter & Boehm ("GRB Law") for its work as directed by the Land Bank in taking tax delinquent properties through all required legal steps to expose such properties to sale by the Sheriff of Philadelphia County.

FURTHER FINDING that GRB Law is qualified and experienced in such legal matters that the compensation is fair and proper under all the circumstances and at a rate not in excess of rates customarily paid for services of equivalent scope and quality; and further authorizing Land Bank Counsel to execute the Letter Agreement as authorized by this Resolution.

GRB Proposed Fee Agreement
As Of June 2017

This arrangement would apply to those properties listed on OneDrive which have been approved for acquisition by the Land Bank

1. For all properties which are listed for sale, including properties which have been postponed or previously stayed, as of the effective date of the revised fee agreement, the Land Bank will pay GRB a flat fee of \$900 which includes all costs, other than sheriff costs billed directly to the Land Bank

2. For all properties listed for sale after the effective date of the revised fee agreement the Land Bank will pay GRB:
 - No fee or costs if a property is not taken to sale because of bankruptcy or payment in full
 - \$900 flat fee (inclusive of GRB costs) if property is listed for sale, whether or not purchased by the Land Bank
 - No fee, but will pay GRB expenses (typically \$200 for title search) for an Approved Property if the Land Bank subsequently instructs GRB to stay the sale before a Petition is filed
 - \$450 (inclusive of costs) if a Petition is filed for an Approved Property, but no Decree has been filed, and the Land Bank subsequently instructs GRB to stay the sale
 - \$600 (inclusive of costs) if a Decree has been entered for an Approved Property, but the property has not been listed for sale, and the Land Bank instructs GRB to stay the sale
 - \$250 each time the Land Bank requests GRB to re-list an Approved Property if the Land Bank had instructed GRB to stay that sale
3. If a property is relisted for sale after any of the foregoing events and the Land Bank has paid a fee to GRB:
 - The Land Bank will receive a credit for fees previously paid for that property
 - The Land Bank will pay GRB expenses incurred for bring downs and service



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June 14, 2017

Michael G. McCabe
mmcabe@grblaw.com

VIA EMAIL & FIRST CLASS MAIL

Nicholas J. Scafidi, Esquire
Interim Executive Director
Philadelphia Land Bank
1234 Market Street, 17th Floor
Philadelphia, PA 19107
Nicholas.Scafidi@phila.gov

RE: Agreement between Philadelphia Land Bank and GRB Law

Dear Mr. Scafidi:

Background. This letter agreement (“Agreement”) is between the Philadelphia Land Bank (“Land Bank”) and Goehring, Rutter & Boehm (“GRB Law”). GRB Law is Co-Counsel to the City of Philadelphia (“City”) for the collection and enforcement of past due and delinquent real estate taxes and Municipal Claims for delinquent water bills pursuant to the Provider Agreement between the City and GRB Law dated February 23, 2017, as amended (“Provider Agreement”). As Co-Counsel to the City, GRB Law, on a regular basis, files Petitions to sell delinquent properties at Sheriff’s Sale using Decrees entered by the Philadelphia Court of Common Pleas pursuant to the Pennsylvania Municipal Claims and Tax Lien Law (“MCTL”).

Acquisition Procedure. Pursuant to the Land Bank Act, Act 153 of 2012, 68 Pa.C.S. §§ 2101, *et seq* (the “Act”), the Land Bank, with the City’s approval, is permitted to acquire delinquent properties at City initiated Sheriff’s Sales. At the direction of the Land Bank, GRB Law shall proceed by appropriate legal proceeding to list those properties approved by the Land Bank for Sheriff’s Sale (hereinafter referred to as “Property” or “Properties”). Once initiated, GRB shall proceed with the legal action until the delinquencies which are the subject of the legal proceeding are paid in full or until the Property is listed for Sheriff’s Sale. GRB Law and the Land Bank shall coordinate the Sheriff’s Sale date at which the Properties selected by the Land Bank will be offered for sale. All Sheriff’s Sales are conducted by the Philadelphia Sheriff and are subject to all applicable State Statutes, Rules of Civil Procedure, City Ordinances and the Sheriff’s published Conditions of Sale. The Provider Agreement shall govern all tax payments or taxpayer agreements prior to or after Sheriff’s Sale.

Prior to each Sheriff's Sale and within the time frames set by the City and the Land Bank, the Land Bank shall notify GRB of any listed Properties which the Land Bank wishes to postpone to a future date or stay altogether. Absent a direction to stay or postpone, the Sheriff's Sale list will be provided to the Sheriff who is solely responsible for conducting the Sheriff's Sale and GRB Law shall provide a list to the Sheriff of those Properties that will be acquired by the Land Bank together with the Bid Price for each Property which shall include the total Delinquent Taxes referred to GRB Law plus Eligible Expenses pursuant to the Provider Agreement and any costs, fees, charges, taxes and expenses, if any, due and payable by the Land Bank to the Sheriff or other party as a result of the Land Bank's Property acquisition. At the direction of the City, the Bid Price may also include other debts due and owing to the City including, but not limited to, other taxes, judgments, mortgages, municipal service charges and liens and any other amount that is considered by law to be part of the upset price for each Property acquired by the Land Bank at Sheriff's Sale.

Fee. The Land Bank shall pay GRB Law for those Properties listed on OneDrive or any other approved list (the "Approved Property List") which have been approved for acquisition by the Land Bank as follows:

1. For all Properties, on or after the effective date of this Agreement the Land Bank will pay GRB:
 - No fee or costs if a Property is not taken to sale because of bankruptcy or payment in full;
 - \$900 flat fee (inclusive of GRB costs) for any Property listed for sale as of or after June 1, 2017 (including any prior postponements), whether or not purchased by the Land Bank;
2. If the Land Bank directs GRB Law to suspend or terminate any pending legal proceeding against a Property, the following expenses and fees shall be due and payable by the Land Bank to GRB Law after invoice from GRB Law:
 - No fee, but will pay GRB Law expenses (typically \$200 for title search) for a Property if the Land Bank subsequently instructs GRB Law to suspend or terminate the legal proceeding before a Sheriff's Sale Petition is filed;

- \$450 (inclusive of expenses) if a Petition is filed for a Property, and the Land Bank subsequently instructs GRB Law to suspend or terminate the legal proceeding before a Decree is entered;
 - \$600 (inclusive of expenses) if a Decree has been entered for a Property, and the Land Bank subsequently instructs GRB Law to not list the Property for Sheriff's Sale.
3. If a Property was or is stayed and subsequently relisted for Sheriff's Sale at the direction of the Land Bank the following additional fees shall apply:
- \$950 for the first time a Property is relisted for Sheriff's Sale, if the Land Bank had instructed GRB Law to stay that Sheriff's Sale on or before May 31, 2017; and
 - \$250 each time the Land Bank requests GRB Law to re-list a Property, if the Land Bank instructs GRB to stay that Sheriff's Sale on or after June 1, 2017.
4. If a Property is relisted for Sheriff's Sale, or if GRB Law is directed to proceed with a legal proceeding which was previously suspended or terminated, , after any of the foregoing events, and the Land Bank has paid a fee to GRB Law:
- Except as otherwise provided below, the Land Bank will receive a credit for fees and expenses previously paid for that Property; and
 - The Land Bank will pay GRB expenses incurred for new Tax Information Certificates, bring downs and service; and
 - Absent a Decree, the Land Bank shall receive no credit for any prior payments made if the delay in proceeding with a suspended legal action is more than 6 months, except that GRB will give the Land Bank a credit for any \$200 Title Search expenses previously paid to GRB, as long as the ownership of the Property has not changed. GRB may also incur an additional \$50 bringdown fee that shall be paid by the Land Bank. In the event the Property has changed hands, the Land Bank shall receive no credit for any prior payments because GRB will be required to order a new Tax Information Certificate and prepare and serve a new Sheriff's Sale Petition.

If a property is removed from the Approved Property List, and absent further instructions from the City, GRB may continue the legal proceeding against that property.

Invoices shall be payable to GRB Law within forty-five (45) days of GRB Law's invoice to the Land Bank. Each Attorney Fee includes GRB Law's participation in all pre- and post-Sheriff's Sale matters, excluding any challenges to the Land Bank's right, ability or authority to acquire Properties pursuant to the Act. In the event of such a challenge, the Land Bank, with concurrence from the City of Philadelphia Law Department, shall be responsible for selecting and retaining counsel to defend such matters.

The Land Bank shall be solely responsible for the payment of any other amount charged to the Land Bank for acquiring the Property and Recording its Deed, if any. All Properties purchased by the Land Bank at a GRB Law initiated Sheriff's Sale shall be purchased as is and where is with no representations or warranties related to the physical condition of the property or improvements. GRB Law shall comply with all requirements of MCTLL when initiating and prosecuting tax sales and the Land Bank shall accept such title to tax foreclosed properties as provided by MCTLL. Any quiet title or similar proceedings relating to the Land Bank's re-sale of any of the Properties purchased at Sheriff's Sale, title insurance costs, or any costs, fees and expenses related to such title related actions shall be the sole responsibility of the Land Bank.

Either party may terminate this Agreement by providing written notice to the other. This Agreement may be amended by written agreement of both parties. Upon execution of this Agreement by the Land Bank, this Agreement will supersede all prior understandings regarding the subject matter of the Arrangement and will constitute a binding Agreement between the Land Bank and GRB Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

This Agreement shall replace and supersede any prior agreement or agreements between the parties excepting any Sheriff's Sale purchases by the Land Bank or GRB Law Invoices relating to such sales submitted to the Land Bank on or prior to the date below.

Very truly yours,

Michael G. McCabe, Esquire

Nicholas J. Scafidi, Esq.
June 14, 2017
Page 5 of 5

Shareholder, Goehring, Rutter & Boehm

Acknowledged and Agreed as of this __ day of _____, 2017

Philadelphia Land Bank

By: _____
Nicholas J. Scafidi, Esquire
Interim Executive Director

cc. Frank Paiva, Jr., Chief Counsel, Philadelphia Dept. of Revenue
James Zwolak, Divisional Deputy City Solicitor

Agenda Item 9
Finance Committee Report

Mr. Koonce provided an update of the Finance Committee. The Committee met and reviewed the Organization Charts as well as the proposed budget for both the balanced budget and the budget with full staffing. The balanced budget would require limited staffing as well as a decrease in services.

The budget which would meet the goals as established by the Strategic Plan would require additional funding. This will be addressed once Council reconvenes in September.

The Finance Committee recommended that the approval of the budget be postponed until the October meeting.

Agenda Item 10
Approval of Land Bank Budget

This item was tabled at this time.

Agenda Item 11
Update of Property Transfers

Ms. Jackson provided an update of property transfers. She indicated that the transfers should increase with the approval of the MOU with the City and the School District for acquisition of tax delinquent properties.

Agenda Item 12
Land and Acquisition and Sales Report

Ms. Jackson provided an update of property transfers. The process has been slowed because the Land Bank is requiring developers to receive zoning approval prior to settlement.

Agenda Item 13
Old Business

Ms. Kates asked if there was any Old Business that needed to be addressed.

- LAMA Training

- Ms. Jackson informed the Board that the LAMA training for staff has been scheduled. In addition, over the next few weeks she and Land Bank Staff will meet with individual Council offices to provide an overview of LAMA
- Land Bank Staffing:
 - Ms. Jackson informed the Board that the following positions have been posted:
 - Bi Lingual Service Representative
 - Real Estate Specialist II
 - Senior Development Specialist

All hiring will be held until after the start date of the Executive Director which is September 11, 2017.

There being no further business to come before the Board, Ms. Kates declared the meeting adjourned at 4:13 p.m.

SECRETARY TO THE BOARD

PHILADELPHIA LAND BANK

Board of Directors

Regular Rescheduled Meeting Tuesday, August 22, 2017

3:30 PM

GUEST SIGN-IN SHEET

NAME

COMPANY

E-MAIL ADDRESS

1) U.S. Vance, Jr

2) Steve Cusano

3) Winnie Branton

4) Anita Andrews

5) Maxdella Poe

6) _____

7) _____

8) _____

9) _____

10) _____

11) _____

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maxdella@comcast.net

MEMORANDUM

To: Board of Directors
From: Steve Cusano, Esq.
Date: September 14, 2017
Re: Approval of Second Amendment to Amended and Restated Memorandum of Agreement between the Philadelphia Redevelopment Authority and the Philadelphia Land Bank

In 2014, the Philadelphia Redevelopment Authority ("PRA") and the Philadelphia Land Bank ("PLB") entered into a Memorandum of Understanding dated October 3, 2014 ("Original MOU"), which describes how the PRA will: (i) provide staffing and funding support to the PLB; (ii) transfer certain properties to the PLB; and (iii) provide certain software operational systems to the PLB.

On July 1, 2015, the parties amended the Original MOU pursuant to an Amended and Restated Memorandum of Understanding, which was further amended by a First Amendment to Amended and Restated Memorandum of Understanding dated July 1, 2016 (as amended, the "Amended and Restated MOU").

The attached Second Amendment to Amended and Restated Memorandum of Understanding provides as follows:

- (i) PLB will reimburse the PRA for payment of salary and fringe benefits within 30 days after receipt of a monthly invoice. Upon request by the PLB, the PRA shall provide all documentation to support the invoice;
- (ii) PRA will account for the proceeds of sale of City properties through the VPRC and provide the PLB with a monthly report. All net proceeds from such sales are property of the PLB. Each month, the PRA will transfer the net proceeds from the preceding month to the PLB; and
- (iii) the Amended and Restated MOU is extended to June 30, 2018.

A summary of the major terms of the Amended and Restated MOU is attached.

Philadelphia Land Bank / PRA
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. No changes.</p> <p>Those staff members will remain PRA employees while performing Land Bank work. No changes.</p> <p>If assigned/transferred PRA staff terminate employment with PRA, the Land Bank will hire replacement staff as PHDC employees. No changes.</p> <p>The Land Bank to reimburse PRA for payment of salary and fringe benefits. This section was added pursuant to the Second Amendment.</p> <p>PRA to provide monthly invoices for reimbursement of salary and fringe benefits to be paid 30 days after receipt. Upon request by the Land Bank, PRA shall provide all documentation to support a written invoice. This section was added pursuant to the Second Amendment.</p>
<p>PRA Funding of Land Bank Operations</p>	<p>PRA has committed \$3,823,660 to support Land Bank operations for FY 16. This amount is reduced to actual funding of approximately \$1,450,000, and a new section was added to reflect \$1,900,000 commitment for FY 2017. There is no PRA funding for FY 18. No changes.</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). This section was removed pursuant to the First Amendment.</p> <p>The Land Bank will provide quarterly financial statements to PRA. This section was removed pursuant to the First Amendment.</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. This section was removed pursuant to the First Amendment, and language added to allow the Land Bank to retain unspent funds to apply</p>

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	<p>toward FY2017 pursuant to the First Amendment.</p> <p>Net income from the sale of City properties through VPRC will be retained by the Land Bank to fund future operations. This section was removed pursuant to the First Amendment.</p>
Transfer of PRA Surplus Property	<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> <p>No changes.</p>
Management of the “Front Door” Program	<p>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.</p> <p>No changes.</p>
Miscellaneous	<p>Land Bank will continue its current use of specified computer hardware owned by the PRA.</p> <p>The Land Bank will cooperate with PRA to acquire property using the Land Bank’s foreclosure powers.</p> <p>The Land Bank will cooperate with PRA to support PRA’s use of LAMA.</p> <p>No changes.</p>
VPRC Sales Proceeds	<p>PRA to account for the proceeds of sale of City properties through the VPRC and provide the Land Bank with a monthly report. All net proceeds from such sales are property of the Land Bank. Each month, PRA will transfer the net proceeds from the preceding month to the Land Bank. This section was added pursuant to the Second Amendment.</p>
Term	<p>The agreement is effective as of July 1, 2015 and will terminate June 30, 2016. Extended to June 30, 2017 pursuant to the First Amendment. Extended to June 30, 2018 pursuant to the Second Amendment.</p>

SECOND AMENDMENT TO AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN

PHILADELPHIA REDEVELOPMENT AUTHORITY

AND

PHILADELPHIA LAND BANK

THIS SECOND AMENDMENT TO AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("**Second Amendment**") is entered into as of the ____ day of _____, 2017, and effective the 1st day of July, 2017 ("**Effective Date**"), between the Philadelphia Redevelopment Authority ("**Redevelopment Authority**") and the Philadelphia Land Bank ("**Land Bank**").

BACKGROUND

A. 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) transfer of management and maintenance of certain software operational systems now controlled by the Redevelopment Authority.

B. The Redevelopment Authority and the Land Bank entered into an Amended and Restated Memorandum of Understanding ("**Amended and Restated Memorandum**"), effective as of July 1, 2015, to further the purposes and the term of the Original Memorandum.

C. The Redevelopment Authority and the Land Bank entered into a First Amendment to Amended and Restated Memorandum of Understanding ("**First Amendment**"), effective as of July 1, 2016, to further the purposes and the term of the Amended and Restated Memorandum.

D. The Redevelopment Authority and the Land Bank desire to renew, amend and revise the Amended and Restated Memorandum, as previously amended by the First Amendment, as provided herein.

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

1. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Amended and Restated Memorandum, as previously amended by the First Amendment.

2. **Assignment of Staff.** Paragraph 1 of the Amended and Restated Memorandum, as previously amended by the First Amendment, shall be deleted in its entirety and in place thereof the following shall be inserted:

"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 2018 ("**FY 18**") Operating Budget ("**FY 18 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 fringe 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) The Land Bank will reimburse the Redevelopment Authority for the payment of such salary and fringe benefits.

(f) The Redevelopment Authority shall provide monthly invoices to the Land Bank for reimbursement/payment of such salary and fringe benefits. The Land Bank shall, within thirty (30) days of receipt of the written invoice, pay the Redevelopment Authority all amounts requested pursuant to this subparagraph 1.2. Upon request by the Land Bank, the Redevelopment Authority shall provide all documentation to support a written invoice.

(g) 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 fringe benefits of any new employee who re-fills a position approved in the FY 18 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 18 Budget and the Redevelopment Authority shall continue to be reimbursed for same in accordance with above.

All provisions of Paragraph 1 of the Amended and Restated Memorandum shall continue in effect as therein stated, except that all references to the Land Bank's Fiscal Year 16 Operating Budget are hereby amended to read "the Land Bank's Fiscal Year 18 Operating Budget."

3. **VPRC Sales Proceeds.** The Redevelopment Authority shall account for the proceeds of sale of City properties through the Vacant Property Review Committee ("VPRC") and report that activity to the Land Bank on a monthly basis. All net proceeds from the sale of City properties conducted through VPRC will become property of the Land Bank. Each month during the Term, the Redevelopment Authority will transfer such net proceeds from the preceding month to the Land Bank

4. **Term.** The term of the Amended and Restated Memorandum, as previously amended by the First Amendment and as further amended by this Second Amendment, shall commence on the Effective Date and shall expire on June 30, 2018.

5. **Continuation of Amended and Restated Memorandum.** All other paragraphs and provisions of the Amended and Restated Memorandum, as previously amended by the First Amendment and as further amended by this Second Amendment, shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by its duly authorized officials.

PHILADELPHIA LAND BANK

By: _____
Angel Rodriguez
Executive Director

**PHILADELPHIA REDEVELOPMENT
AUTHORITY**

By: _____
Gregory Heller, Executive Director

Approved as to Legal Form Philadelphia Redevelopment Authority By: _____ Attorney

RESOLUTION NO. 2017 -

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO 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, effective as of October 3, 2014 (“Original Memorandum of Understanding”), through which the Redevelopment Authority agreed to: (i) provide staffing and funding support to the Land Bank; (ii) provide for the transfer of title to certain properties owned by the Redevelopment Authority to the Land Bank; and (iii) arrange for transfer of management and maintenance of certain software operational systems then controlled by the Redevelopment Authority;

WHEREAS, on July 1, 2015 the parties entered into an Amended and Restated Memorandum of Understanding (“Amended and Restated MOU”) which extended the agreements and conditions of the Original Memorandum of Understanding through Fiscal Year 2016;

WHEREAS, on July 1, 2016, the parties entered into a First Amendment to the Amended and Restated Memorandum of Understanding which extended the agreements and conditions of the Amended and Restated MOU through Fiscal Year 2017, among other things;

WHEREAS, the parties now desire to renew, extend and modify certain provisions of the Amended and Restated Memorandum of Understanding, as amended, as more specifically provided in the Summary of Major Terms (“Summary”) attached to this Resolution; and

WHEREAS, the Board of Directors of the Philadelphia Land Bank has considered the Second Amendment to the Amended and Restated Memorandum of Understanding and finds that its adoption is 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 a Second Amendment to the Amended and Restated Memorandum of Understanding with the Philadelphia Redevelopment Authority in form and substance acceptable to the Executive Director consistent with the terms and conditions stated in the Summary presented to the Board, attached to this Resolution.

Philadelphia Land Bank Parcel Reconciliation Report, September 6, 2017

Property Transfer Status for Properties Approved for Transfer/Acquisition	CITY	PHDC	PRA	TAX	PRIVATE	TOTAL
Properties Approved for Transfer/Acquisition	1230	774	295	34	1	2334
Properties Withheld from Transfer to PLB	66	10	84			160
Properties Under Review for Transfer to PLB	37	36	25			98
Properties In Process of Transfer to/Acquisition by PLB	17	6	15	0	0	38
Properties Transferred to/Acquired by PLB	1110	722	171	34	1	2038*
Properties Sold by PLB	49	37	3	0	0	89
Properties Remaining in PLB	1061	685	168	34	1	1949
Public Agency Properties Not Approved for Transfer	3710	0	2208			5918

Milestones for Deeds Remaining to be Transferred to PLB	CITY 54	PHDC 42	PRA 40	TAX	PRIVATE	TOTAL
Properties under review for suitability for transfer	37	36	25			98
Waiting for surveys, corrective deeds, sheriff's deeds, or a resolution	16	6	5	0	0	27
Deed exhibit drafted, ready for City attorney review (PUB, PHDC)	1	0				1
Deed exhibit under DOR review (PUB, PHDC, PRA)	0	0	5			5
Deed exhibit has been reviewed by DOR (PUB, PHDC, PRA)	0	0	5			5
Second deed exhibit has been drafted (PUB ONLY)	0					0
Deed has been sent for execution (PUB/PRA, PHDC, PRA)	0	0	0			0
Deed in process of being recorded	0	0	0	0	0	0
Additional properties transferred to PLB since 8/7/2017 (PUB/PRA, PHDC, PRA, TAX, PRIVATE)	0	0	0	0	0	0

* The total number conveyed to the land bank to date, including tax sale and private acquisitions. Properties sold have not been deducted from this total.

Philadelphia Land Bank Approved Dispositions Report (as of 9/6/2017)

	YEAR 1 7/1/2016 – 6/30/2017				YEAR 2 7/1/2017 – 6/30/2018			
	Strategic Plan Goals	No. of Lots Approved	No. of Units To Be Built		Strategic Plan Goals	No. of Lots Approved (YTD)	No. of Units To Be Built (YTD)	Increase Over Last Month
Side Yards	45 lots	4 lots			81 lots	1 lots		0 lots
Total Housing/Mixed Use	170 units	100 lots	155 units		205 units	0 lots	0 units	0 lots/0 units
20 % at 30% or below of AMI	34	6	9		41	0	0	0
30 % at 60% or below of AMI	50	54	80		62	0	0	0
25 % at 120% or below of AMI	43	24	37		51	0	0	0
25 % non-income restricted	43	16	29		51	0	0	0
Business Expansions	3 lots	2 lots			6 lots	0 lots		0 lots
Gardens/Open Space	33 lots	0 lots			33 lots	0 lots		0 lots
Total Dispositions	251	106 lots*	155 units		325	1 lot+	0 units	1 lot/0 units

*As of 9/6/2017, 88 lots approved for disposition in Year 1 have been conveyed.

+As of 9/6/2017, 0 lots approved for disposition in Year 2 have been conveyed.

VPRC Sales Report – (as of 9/1/2017)

	YEAR 1 7/1/2016 – 6/30/2017	YEAR 2 7/1/2017 – 6/30/2018	
Disposition Type	No. of Lots Sold	No. of Lots Sold (YTD)	Increase Over Last Month
Side Yards	34	11	3
Other Sales	38	7	2
Nonprofit (Gardens/Open Space)	10	1	0
Nonprofit (Other)	3	0	0
Total Sales	85	19	5