



1234 Market St., 16th Floor, Philadelphia PA 19107
philadelphialandbank.org

Board of Director's Meeting

June 14, 2018

3:30 PM

REVISED Agenda

1. Roll Call
2. Public Comment
3. Approval of Minutes for the Meeting of May 10, 2018
4. Property Dispositions
 - 1248-52 S. 23rd Street
 - 2304-06 Emerald Street
 - 2340 N. 19th Street
 - 2006 N. Woodstock Street
 - 1238 N. 15th Street
 - 10R Nolan Court
 - 4546 N. Marvine Street
 - 1252 N. 25th Street
5. Resolution Authorizing the Purchase of Commercial General Liability Insurance and Directors & Officers Liability Insurance
6. ~~Resolution Authorizing a Third Amendment to Amended and Restated Memorandum of Understanding between the Philadelphia Redevelopment Authority and the Land Bank~~
7. Resolution Authorizing an Amended and Restated Management Contract between the Land Bank and Philadelphia Housing Development Corporation
8. Addition - Resolution Granting Authorization To Acquire Tax Delinquent Property, Subject To Certain Terms And Conditions
9. Executive Director's Report (including update on property transfers, acquisition, and sales)
10. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC

PHILADELPHIA LAND BANK

BOARD MEETING MINUTES

A Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Thursday, May 10, 2018, commencing at 3:40 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

Mr. Dunbar called the meeting to order at 3:40 p.m.

Agenda Item 1

Roll Call

The following members of the Board of Directors reported present: Christian Dunbar, Michael Koonce, Jennifer Kates, Rick Sauer, Dominique Casimir, Blane Stoddard, Lauren Vidas, Courtney Voss, and Majeedah Rashid.

The following members of the Board of Directors were not present: Richard DeMarco and Paulette Adams.

The following staff members were present: Angel Rodriguez, Steve Cusano, Esq., Christi Jackson, Andrea Saah, Esq., Stephen Novotny, Bradley Vassallo, and Jamila Davis.

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, proceeded with business.

Agenda Item 2

Public Comment

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

Mr. Ellis Ferrell inquired about the disposition located at 27th and Fletcher Streets and expressed concern about the nearby horse riding club and horses and wanted to make sure that community feedback is taken into account. Mr. Koonce informed Mr. Ferrell that this disposition is to the Philadelphia Housing Authority for construction of senior and affordable housing, that a formal agreement with the developer has not yet been signed, and that this project still requires zoning approval. Mr. Koonce also provided Mr. Ferrell with his card if he had any further questions or concerns.

There were no other comments from the public.

ANNOUNCEMENT

Steve Cusano, Senior Counsel, announced that prior to today's Public Session, the Board held an Executive Session regarding (1) that certain litigation matter entitled "OCF Universal, LP v. Kenyatta Johnson, the Philadelphia Land Bank, and the City of Philadelphia", filed in the U.S. District Court for the Eastern District of Pennsylvania, case number 2017-CV03134 WB; and (2) that certain litigation matter entitled "City of Philadelphia v. Sinchi Brothers Construction, Inc." filed in the Philadelphia Court of Common Pleas, Case No. 1702T0276, involving a Petition to Set Aside Sheriff Sale. During Executive Session, the Board received information regarding certain Land Bank technology initiatives.

Agenda Item 3 **Approval of Board Minutes**

Mr. Dunbar called for a motion to approve the minutes of the Board meeting of April 12, 2018.

Mr. Koonce made a motion to approve the minutes of the Board meeting of April 12, 2018. The motion was seconded by Ms. Kates.

Upon motion made and duly seconded, the Board approved the minutes of the April 12, 2018 Board meeting as presented.

Agenda Item 4 **(originally item 5 on the posted agenda)** **Resolution Authorizing an Amended and Restated Management Contract between the Philadelphia Land Bank and Philadelphia Housing Development Corporation**

The Board decided to address the Amended and Restated Management Contract before any other agenda items.

Mr. Cusano provided the Board with a summary of the Amended and Restated Management Contract. Ms. Kates expressed concern with the extent of the authority the Resolution provides to the Executive Director, in consultation with Senior Counsel, to modify the Management Contract without further approval by the Board unless the modification was "materially adverse" to the Land Bank's interest. The Board's preference was to require the board's approval for **all** material modifications to the contract. She also asked that the agreement clearly provide the Board the ability to approve the hiring of Senior Counsel, not just the hiring of the Executive Director. Mr. Cusano added that providing the Board the ability to also approve the dismissal of the Executive Director was a sensitive point with PHDC's attorney, but that this could be revisited with PHDC and include expanding the Board's authority to approve the hiring as well as the dismissal of Senior Counsel.

The Board decided to table this matter until the Board's concerns were discussed and resolved with PHDC.

Agenda Item 5
(originally item 4 on the posted agenda)
Property Dispositions

A. 2201 N. 27th Street (2603-51 W. Susquehanna Avenue), 2219-21 N. 27th Street, 2223 N. 27th Street, 2225 N. 27th Street, 2227 N. 27th Street and 2610-16 W. Fletcher Street

Christi Jackson, Director of Property Development, requested that the Board authorize the disposition of 2201 N. 27th Street (2603-51 W. Susquehanna Avenue), 2219-21 N. 27th Street, 2223 N. 27th Street, 2225 N. 27th Street, 2227 N. 27th Street and 2610-16 W. Fletcher Street to the Philadelphia Housing Authority (PHA) for the nominal price of \$6 (\$1 per property). Following conveyance by the Land Bank, PHA will enter into a land lease agreement with Susquehanna Net Zero Housing, LP, which will develop approximately (84) rental units consisting of (68) one and two bedroom apartments for ages 55 and older, (12) two and three bedroom townhouses and (4) two bedroom flats. There will also be a Community Life Center adjacent to the building housing the age 55 and older population. The units will be affordable to families earning below 60%, 50% and 20% AMI. The Community Life Center will be open to families of the newly planned development and area residents. The project will be developed with LIHTC financing and will receive project based vouchers from PHA. Since PHA will require HUD approval for this transaction, the Purchase and Development Agreement will need to meet HUD standards including, without limitation, removal of the reverter provision, removal of certain restrictions regarding transfer in order to allow the ground lease, among other things. The project received VPRC approval on April 10, 2018 and approval by City Council Resolution on May 10, 2018. The Applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligations, conflicts of interest or unresolved City or L&I violations.

B. 2022 Kimball Street

The Resolution Authorizing Conveyance of 2022 Kimball Street was tabled because City Council had not yet authorized this conveyance.

C. 2776 and 2778 Emerald Street

Ms. Jackson requested that the Board authorize the disposition of 2776 and 2778 Emerald Street to Elton Enterprises LLC for \$62,000. This property is a direct sale as there was only one (1) Expression of Interest for the property. The applicant proposes to develop a 30' x 50' prefabricated warehouse with a concrete pad for its custom graphics company. The applicant has a support letter from Councilwoman Sanchez. The MBE/WBE requirements will apply to this project. The project received VPRC approval on April 10, 2018 and approval by City Council Resolution on May 10, 2018. The Applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligations, conflicts of interest or unresolved City or L&I violations.

D. 2860 N. Leithgow Street

Ms. Jackson requested that the Board authorize the disposition of 2860 N. Leithgow Street to the adjacent owner, Jackeline Matos-Castro, who lives at 2853 N. Lawrence Street as a rear/side yard. The applicant tries to maintain this lot from trash and debris. Because the parcel is side yard eligible under the City's disposition policy, the disposition price is \$1.00. This project received VPRC approval on October 10, 2017 and approval by City Council Resolution on May 10, 2018. The Applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligations, conflicts of interest or unresolved City or L&I violations.

E. 1728 Marlton Ave

Ms. Jackson requested that the Board authorize the disposition of 1728 Marlton Avenue to 1213 N 41 LLC (Elina Naydovich) for \$14,500. The applicant proposes to develop seven (7) rental units, consisting of one bedroom and one bathroom, to be rented to low-income individuals and veterans. This property was posted for a competitive sale with a listing price of \$14,500, and this was the only bid the Land Bank received. The applicant has experience with similar new construction projects in the district and has a letter of support from Councilwoman Blackwell. The MBE/WBE requirements will apply to this project. The project received VPRC approval on February 13, 2018 and approval by City Council Resolution on May 3, 2018. The Applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligations, conflicts of interest or unresolved City or L&I violations. Ms. Jackson informed the Board that there are no restrictions obligating the developer to provide rentals exclusively to veterans and low-income individuals.

The Board deliberated and asked questions regarding certain of these dispositions, which the Land Bank staff addressed.

Mr. Dunbar called for a motion to approve the Resolutions Authorizing Conveyance of (i) 2201 N. 27th Street (2603-51 W. Susquehanna Avenue), 2219-21 N. 27th Street, 2223 N. 27th Street, 2225 N. 27th Street, 2227 N. 27th Street and 2610-16 W. Fletcher Street; (ii) 2776 and 2778 Emerald Street; (iii) 2860 N. Leithgow Street; and (iv) 1728 Marlton Ave., pursuant to the respective resolutions in the Board package.

Ms. Voss made a motion to approve the above referenced Resolutions Authorizing Conveyance. The motion was seconded by Ms. Vidas.

Upon motion made and duly seconded, the Board approved the Resolutions Authorizing Conveyance of (i) 2201 N. 27th Street (2603-51 W. Susquehanna Avenue), 2219-21 N. 27th Street, 2223 N. 27th Street, 2225 N. 27th Street, 2227 N. 27th Street and 2610-16 W. Fletcher Street; (ii) 2776 and 2778 Emerald Street; (iii) 2860 N. Leithgow Street; and (iv) 1728 Marlton Ave, as follows:

Continued on the following page

RESOLUTION NO. 2018 – 19
RESOLUTION AUTHORIZING CONVEYANCE OF
2201 N. 27th STREET (AKA 2603-51 W. SUSQUEHANNA AVENUE), 2219-21 N. 27th
STREET, 2223 N. 27th STREET, 2225 N. 27th STREET, 2227 N. 27th STREET and
2610-16 W. FLETCHER STREET TO PHILADELPHIA HOUSING AUTHORITY

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“Land Bank”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 2201 N. 27th Street (aka 2603-51 W. Susquehanna Avenue), 2219-21 N. 27th Street, 2223 N. 27th Street, 2225 N. 27th Street, 2227 N. 27th Street and 2610-16 W. Fletcher Street (collectively, the "Property") at its public meeting held on April 10, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180433 adopted on May 10, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Philadelphia Housing Authority for Six Dollars (\$6.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

RESOLUTION NO. 2018 – 20
RESOLUTION AUTHORIZING CONVEYANCE OF
2776 AND 2778 EMERALD STREET TO ELTON ENTERPRISES LLC

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 2776 and 2778 Emerald Street (collectively, the "Property") at its public meeting held on April 10, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180439 adopted on May 10, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Elton Enterprises LLC for Sixty Two Thousand Dollars (\$62,000.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

RESOLUTION NO. 2018 – 21
RESOLUTION AUTHORIZING CONVEYANCE OF
2860 N. LEITHGOW STREET TO JACKELINE MATOS-CASTRO

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 2860 N. Leithgow Street (the "Property") at its public meeting held on October 10, 2017 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180438 adopted on May 10, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Jackeline Matos-Castro for One Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

RESOLUTION NO. 2018 – 22
RESOLUTION AUTHORIZING CONVEYANCE OF
1728 MARLTON AVENUE TO 1213 N 41 LLC

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“Land Bank”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 1728 Marlton Avenue (the "Property") at its public meeting held on February 13, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180400 adopted on May 3, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to 1213 N 41 LLC for Fourteen Thousand Five Hundred Dollars (\$14,500.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Agenda Item 6
Executive Director's Report

Mr. Koonce and Ms. Casmir left at 4:25 pm.

Mr. Rodriguez provided the Board with an update on acquisitions and upcoming delinquent tax sales and expected acquisitions through June 2018. Mr. Rodriguez also provided the Board with information on the projected number and cost for FYE 19 acquisitions. The Board then asked several questions regarding the Land Bank's acquisition process which Mr. Rodriguez answered.

Ms. Kates asked if there was a plan for the Land Bank to accept requests for acquisitions from developers and other applicants and if this would be part of the strategic plan update process. Mr. Rodriguez responded that this is one of the policy and operational strategy issues that the Board will need to discuss, in addition to other possible changes to the City's acquisition and disposition policy. He also laid out the schedule for the preparation of the Strategic Plan report for FYE 2018 and the Strategic Plan update for FYE 2019.

Mr. Rodriguez then provided an update on the Land Bank's progress in addressing outstanding Expressions of Interest (EOIs) for properties owned by the Land Bank and the City. Ms. Kates asked for a regularly updated spreadsheet regarding the status of EOIs.

Mr. Rodriguez then provided the Board with an update on dispositions and the need for a potential change to the current budget for FYE 2018. Mr. Rodriguez also provided an update on the water rate board proceedings and the Land Bank's payments to date for past due water/sewer/stormwater amounts.

Agenda Item 7
Adjournment

There being no further business to come before the Board, Mr. Dunbar called for a motion to adjourn the meeting.

Ms. Voss made a motion to adjourn the meeting. Ms. Rashid seconded the motion.

Upon motion made and duly seconded, the Board approved to adjourn the meeting. Mr. Dunbar declared the meeting adjourned at 4:50 p.m.

SECRETARY TO THE BOARD

GUEST SIGN-IN SHEET



BOARD OF DIRECTORS
REGULAR MEETING

Thursday, May 10, 2018 at 3:30 PM
1234 Market Street, 17th Floor, Philadelphia, PA 19107

THIS SIGN-IN SHEET WILL BE PART OF THE MEETING MINUTES AND ANY INFORMATION CONTAINED HEREIN WILL BE MADE PUBLIC

NAME	COMPANY	EMAIL
1. <u>Hyden Nune</u>	<u>CRP</u>	<u>Hyden.Nune@crp.com</u>
2. <u>Kenyetta Overton</u>	<u>Ms. Mabel's of Philadelphia</u>	<u>mabelsofphiladelphia.com</u>
3. <u>Ellis Ferrell</u>	<u>Ferrell & Associates</u>	<u>Ellis.Ferrell@ferrell.com</u>
4. <u>Dora Udon</u>	<u>DOCKWORK</u>	<u>Dora.Udon@dockwork.com</u>
5. <u>Marlana Moore</u>	<u>NGT</u>	<u>Marlana.Moore@ngt.com</u>
6. <u>Sisa Nekman</u>	<u>W. Madison</u>	<u>Sisa.Nekman@wmadison.com</u>
7. <u>Kate Maehr</u>	<u>Re Charles Tenet</u>	<u>Kate.Maehr@recharles.com</u>
8. <u>Arleena Garris</u>	<u>LEGACY ELITE FF</u>	<u>Arleena.Garris@legacyeliteff.com</u>
9. <u>Shirley Collins</u>	<u>Buckley Friedman</u>	<u>Shirley.Collins@buckleyfriedman.com</u>
10. <u>Anne Preston</u>	<u>Office of Sustainability</u>	<u>Anne.Preston@phil.gov</u>
11. <u>Eric Conrad</u>	<u>CU SPUR</u>	<u>Eric.Conrad@cu.org</u>
12.		

RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
1248-52 S. 23RD STREET TO LILY SOUTH 23RD STREET, LLC**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 1248-52 S. 23RD Street (collectively, the "Property") at its public meeting held on May 8, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180575 adopted on June 7, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Lily South 23RD Street, LLC for Three Hundred Sixty One Thousand Dollars (\$361,000.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Robert Volpe
Legal Entity, if applicable:	Lily South 23 rd Street, LLC
Applicant Mailing Address:	1508 Walnut Street. Suite 1004, Philadelphia, PA 19102
Application Date:	Was a Competitive Sale. Bids were due by April 9, 2018
Property Addresses:	1248-52 S. 23 rd Street
Council District & Zoning:	Council District 2; RSA-5
Accepted Sale Price*:	1248-52 S. 23 rd Street - \$361,000 Price determined by: <input type="checkbox"/> Appraisal <input type="checkbox"/> LAMA UFP <input checked="" type="checkbox"/> Other: <u>Competitive Bid</u>

**Unless extraneous conditions apply, sale price and accepted price are the same.*

STRATEGIC PLAN GOAL	<input checked="" type="checkbox"/> Housing (<u>3 single-family homes –FMV</u>) <input type="checkbox"/> Business Expansion <input type="checkbox"/> Side yard <input type="checkbox"/> Garden/Open Space
PROPOSED DEVELOPMENT	<input checked="" type="checkbox"/> New Construction (The existing structure will be demolished) <input type="checkbox"/> Rehab
PLANNED USE:	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Mixed Use
IF RESIDENTIAL:	<input checked="" type="checkbox"/> Single Family -3 single family homes <input checked="" type="checkbox"/> Multi-Unit & # of Units
TOTAL SQ FT	Total development: 9,300 Sq. ft.
CONSTRUCTION COSTS:	\$641,100
TOTAL PROJECT COSTS:	\$1,053,150
TOTAL PROJECT FUNDING*:	\$ Documentation: <input checked="" type="checkbox"/> Yes (Savings and Term Sheet) <input type="checkbox"/> No

**Applicant must submit Commitment Letter from lender or provide evidence of access to funding prior to Land Bank approval.*

Check one: ☐ Owner Occupied ☒ For Sale to Homebuyer ☐ Rental /Tenant

Staff Recommendation:

Staff recommends the market rate disposition in support of three (3) single family homes.

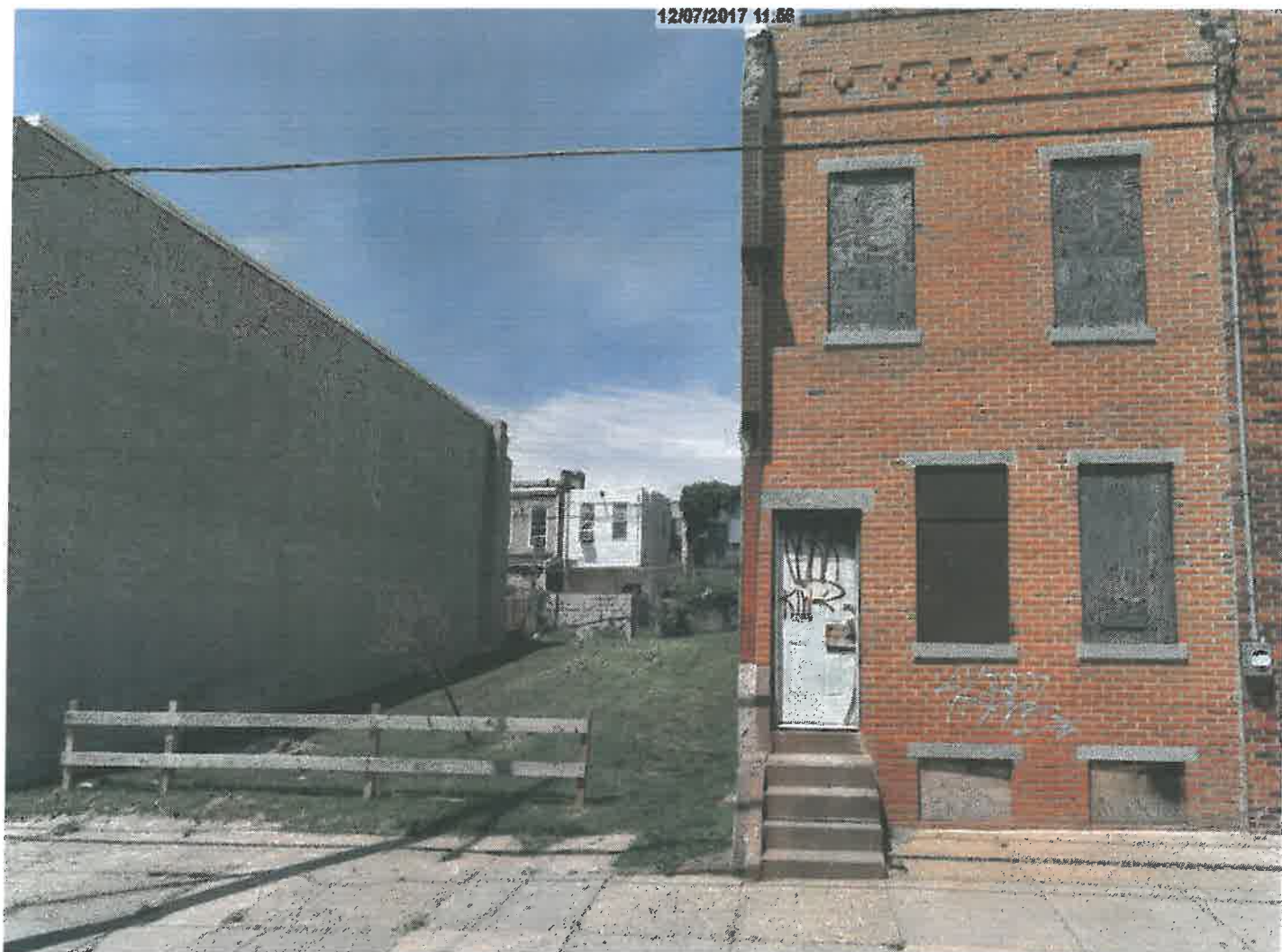
Developer is compliant with the City of Philadelphia Revenue Department.

The EOP will apply for this project.

Prepared by: Brian Romano

Reviewed by: Christi Jackson

12/07/2017 11:58



RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
2304-06 EMERALD STREET TO NEIGHBORHOOD GARDENS TRUST**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 2304-06 Emerald Street (collectively, the "Property") at its public meeting held on May 8, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180580 adopted on June 7, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Neighborhood Gardens Trust for One Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Neighborhood Gardens Trust
Applicant's Primary Residency Address:	100 N.20th Street, 5 th Floor, Philadelphia, PA 19103
Application Date & Project Case #:	April 5, 2018
Number of EOIs Received:	This is the only one. It was closed due to being an existing managed garden.
Address of Property:	2304-06 Emerald Street
Zoning & Council District:	RSA-5 CD - 7
OPA Value:	\$ 30,400
STRATEGIC PLAN GOAL:	<input type="checkbox"/> Housing <input type="checkbox"/> Business Expansion <input type="checkbox"/> Side yard <input checked="" type="checkbox"/> Garden/Open Space
PLANNED USE:	<input type="checkbox"/> Yard <input checked="" type="checkbox"/> Garden <input type="checkbox"/> Parking
ESTIMATED IMPROVEMENT COSTS:	\$1,000

Staff Recommendation:

This garden has been in existence for ten years and is organized by the adjacent neighbor. The garden has 23 garden plots and over 50 individual gardeners at the site, the majority are community residents. More than half the property operates as a community farm with communal plots. The farm offers open farm days, kids' activities, community events, and cooking classes. 1,500 lbs. of produce is given away to neighbors and a local soup kitchen every year. There is also a small traditional community garden with 8 plots for individuals. The garden is a City Harvest Garden and a member of many local organizations. The applicant will continue to maintain the lot as a garden. Applicant is compliant and in good standing with the City of Philadelphia.

Prepared by: Brian Romano
 Reviewed by: Christi Jackson



RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
2340 N. 19th STREET TO CAROLYN WILLIAMS**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 2340 N. 19th Street (collectively, the "Property") at its public meeting held on May 8, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. _____ adopted on June 14, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Carolyn Williams for One Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Carolyn Williams
Applicant's Primary Residency Address:	2338 N. 19 th Street
Application Date & Project Case #:	March 19, 2018
Number of EOIs Received:	1
Address of Property:	2340 N. 19 th Street
Zoning & Council District:	RSA-5 CD# 5
OPA Value:	\$ 6,600 (will pay nominal due to being side yard eligible)

STRATEGIC PLAN GOAL:	<input type="checkbox"/> Housing <input type="checkbox"/> Business Expansion <input checked="" type="checkbox"/> Side yard <input type="checkbox"/> Garden/Open Space
PLANNED USE:	<input checked="" type="checkbox"/> Yard <input type="checkbox"/> Garden <input type="checkbox"/> Parking
ESTIMATED IMPROVEMENT COSTS:	\$ 500.00

Staff Recommendation:

This parcel is eligible under the side yard program as it qualifies as side yard eligible and the adjacent owner maintains the parcel free from trash and debris. The applicant proposes to maintain this parcel as a side yard.

Improvements to the vacant lot will commence within 1 month of obtaining the property. Applicant is compliant and in good standing with the City of Philadelphia.

Prepared by: Brian Romano
 Reviewed by: Christi Jackson



RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
2006 N. WOODSTOCK STREET TO NEW JERUSALEM LAURA**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 2006 N. Woodstock Street (collectively, the "Property") at its public meeting held on May 8, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. _____ adopted on June 14, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to New Jerusalem Laura for One Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	New Jerusalem Laura
Applicant's Primary Residency Address:	2011 W. Norris Street
Application Date & Project Case #:	April 25, 2018
Number of EOIs Received:	1
Address of Property:	2006 N. Woodstock Street
Zoning & Council District:	RSA-5 CD - 5
OPA Value:	\$ 26,100
STRATEGIC PLAN GOAL:	<input type="checkbox"/> Housing <input type="checkbox"/> Business Expansion <input type="checkbox"/> Side yard <input checked="" type="checkbox"/> Garden/Open Space
PLANNED USE:	<input type="checkbox"/> Yard <input checked="" type="checkbox"/> Garden <input type="checkbox"/> Parking
ESTIMATED IMPROVEMENT COSTS:	\$500.00

Staff Recommendation:

This parcel is being maintained as a garden and open space. The applicant will continue to maintain the lot as a garden/open space Applicant is compliant and in good standing with the City of Philadelphia.

Prepared by: Brian Romano
 Reviewed by: Christi Jackson



RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
1238 N. 15th STREET TO DERRICK JACOBS**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 1238 N. 15th Street (collectively, the "Property") at its public meeting held on May 8, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. _____ adopted on June 14, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Derrick Jacobs for Eighty Three Thousand Dollars (\$83,000.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Derrick Jacobs
Legal Entity, if applicable:	N/A
Applicant Mailing Address:	PO Box 56091 Philadelphia, PA 19130
Application Date:	October 3, 2017 (submitted an EOI last year but never filled out the actual EOI)
Property Addresses:	1238 N. 15 th Street
Council District & Zoning:	Council District 5; CMX-2
Accepted Sale Price*:	1238 N. 15 th Street - \$83,000 Price determined by: <input checked="" type="checkbox"/> Appraisal <input type="checkbox"/> LAMA UFP <input type="checkbox"/> Other:

**Unless extraneous conditions apply, sale price and accepted price are the same.*

STRATEGIC PLAN GOAL	<input checked="" type="checkbox"/> Housing (2 units at 120% or below AMI restricted) <input type="checkbox"/> Business Expansion <input type="checkbox"/> Side yard <input type="checkbox"/> Garden/Open Space
PROPOSED DEVELOPMENT	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Rehab
PLANNED USE:	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Mixed Use
IF RESIDENTIAL:	<input type="checkbox"/> Single Family <input checked="" type="checkbox"/> Multi-Unit & # of Units <u>2 income restricted units with ground floor commercial</u>
TOTAL SQ FT	Total development: 3,000 (includes commercial space)
CONSTRUCTION COSTS:	\$301,500
TOTAL PROJECT COSTS:	\$415,700
TOTAL PROJECT FUNDING*:	\$ Documentation: <input checked="" type="checkbox"/> Yes (Equity and LOI) <input type="checkbox"/> No

**Applicant must submit Commitment Letter from lender or provide evidence of access to funding prior to Land Bank approval.*

Check one: ☐ Owner Occupied ☒ For Sale to Homebuyer ☐ Rental /Tenant

Staff Recommendation:

Staff recommends the market rate disposition, as determined by a third party appraisal, in support of a two (2) workforce housing units with commercial ground floor. The developer owns 1236, 1240 and 1242 N. 15th Street and is developing market rate units with commercial ground floor.

Developer is compliant with the City of Philadelphia Revenue Department.

The EOP will apply for this project.

Prepared by: Brian Romano
Reviewed by: Christi Jackson

RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
10R NOLAN COURT TO GDC FRANCISVILLE ASSOCIATES, LLC**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 10R Nolan Court (collectively, the "Property") at its public meeting held on May 8, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. _____ adopted on June 14, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to GDC Francisville Associates, LLC for Thirty Five Thousand Dollars (\$35,000.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Michael Koep
Legal Entity, if applicable:	GDC Francisville Associates, LLC
Applicant Mailing Address:	53 Melrose Place, Montclair, NJ 07042
Application Date:	April 25, 2018
Property Addresses:	10R Nolan Court
Council District & Zoning:	Council District 5; IRMX
Accepted Sale Price*:	10R Nolan Court - \$35,000 Price determined by: <input checked="" type="checkbox"/> Appraisal <input type="checkbox"/> LAMA UFP <input type="checkbox"/> Other:

**Unless extraneous conditions apply, sale price and accepted price are the same.*

STRATEGIC PLAN GOAL	<input checked="" type="checkbox"/> Housing (<u>Rental Units</u>) <input type="checkbox"/> Business Expansion <input type="checkbox"/> Side yard <input type="checkbox"/> Garden/Open Space
PROPOSED DEVELOPMENT	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Rehab
PLANNED USE:	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Mixed Use
IF RESIDENTIAL:	<input type="checkbox"/> Single Family <input checked="" type="checkbox"/> Multi-Unit & # of Units <u>8 units</u>
TOTAL SQ FT	Total development: 10,500
CONSTRUCTION COSTS:	\$1,150,000
TOTAL PROJECT COSTS:	\$1,850,000
TOTAL PROJECT FUNDING*:	\$ 1,850,000 Documentation: <input checked="" type="checkbox"/> Yes (Equity and Term Sheet from Bryn Mawr Trust) <input type="checkbox"/> No

**Applicant must submit Commitment Letter from lender or provide evidence of access to funding prior to Land Bank approval.*

Check one: ☐ Owner Occupied ☐ For Sale to Homebuyer ☒ Rental /Tenant

Staff Recommendation:

Staff recommends the market rate disposition, as determined by a third party appraisal, in support of a eight (8) multi-family development. The parcels will be consolidated. The developer owns 845-851 N. 15th Street and 10R Nolan court is land locked behind 847 N. 15th Street.

Developer is compliant with the City of Philadelphia Revenue Department.

The EOP will apply for this project.

Prepared by: Brian Romano
Reviewed by: Christi Jackson



RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
4546 N. MARVINE STREET TO ISAIAH ELIJAH**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 4546 N. Marvine Street (collectively, the "Property") at its public meeting held on December 12, 2017 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180477 adopted on May 17, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to Isaiah Elijah for One Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Isaiah Elijah
Applicant's Primary Residency Address:	4548 N. Marvine Street
Application Date & Project Case #:	September 21, 2016
Number of EOIs Received:	1
Address of Property:	4546 N. Marvine Street
Zoning & Council District:	RSA-5 CD# 8
OPA Value:	\$ 9,900.00 (will pay nominal due to this parcel being side yard eligible)
STRATEGIC PLAN GOAL:	<input type="checkbox"/> Housing <input type="checkbox"/> Business Expansion <input checked="" type="checkbox"/> Side yard <input type="checkbox"/> Garden/Open Space
PLANNED USE:	<input checked="" type="checkbox"/> Yard <input type="checkbox"/> Garden <input type="checkbox"/> Parking
ESTIMATED IMPROVEMENT COSTS:	\$1,000.00
<p><u>Staff Recommendation:</u></p> <p>This parcel is eligible under the side yard program as it qualifies as side yard eligible. The adjacent owner plans to install a new fence, remove the trash and debris and cut the grass and weeds.</p> <p>Improvements to the vacant lot will commence within 3 months of obtaining the property. Applicant is compliant and in good standing with the City of Philadelphia.</p> <p>Image and map attached.</p> <p>Prepared by: Brian Romano Reviewed by: Christi Jackson</p>	





RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
1252 N. 25th STREET TO J & K MAHON BUILDERS, INC.**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank ("Land Bank") to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank, subject to approval of the Vacant Property Review Committee and resolution by Philadelphia City Council, and subject further to the terms and conditions of Section 16-707; and

WHEREAS, the Vacant Property Review Committee reviewed the proposed transfer of 1252 N. 25th Street (collectively, the "Property") at its public meeting held on March 13, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. _____ adopted on June 14, 2018.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey the Property; and

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

1. The conveyance of the Property to J & K Mahon Builders, Inc. for One Hundred Thousand Dollars (\$100,000.00) is in the best interests of the Land Bank and is hereby approved;
2. The conveyance of the Property complies with all terms and conditions of Section 16-707 of the Philadelphia Code;
3. The Executive Director, Director of Property Management, and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents as may be necessary or desirable to consummate the conveyance of the Property, which shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank; and
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Name of Applicant(s):	Kathleen A. Mahon
Legal Entity, if applicable:	J & K Mahon Builders, Inc.
Applicant Mailing Address:	P.O. Box 159, Huntingdon Valley, PA 19006
Application Date:	January 3, 2018
Property Addresses:	1252 N. 25 th Street
Council District & Zoning:	Council District #5; RSA-5
Accepted Sale Price*:	(\$100,000.00) Price determined by: <input type="checkbox"/> Appraisal <input type="checkbox"/> OPA <input checked="" type="checkbox"/> Other: Competitive Bid

**Unless extraneous conditions apply, sale price and accepted price are the same.*

STRATEGIC PLAN GOAL	<input checked="" type="checkbox"/> Housing (Multi-Family – 3 units) <input type="checkbox"/> Business Expansion <input type="checkbox"/> Side yard <input type="checkbox"/> Garden/Open Space
PROPOSED DEVELOPMENT	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Rehab
PLANNED USE:	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Mixed Use
IF RESIDENTIAL:	<input type="checkbox"/> Single Family <input checked="" type="checkbox"/> Multi-Unit & # of Units <u>3 units of homeownership</u>
TOTAL SQ FT	Total development: 5,250 sq. ft.
CONSTRUCTION COSTS:	\$ 350,000
TOTAL PROJECT COSTS:	\$ 478,000 (includes acquisition cost of \$100,000)
TOTAL PROJECT FUNDING*:	\$ 478,000 Documentation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Applicant must submit Commitment Letter from lender or provide evidence of access to funding prior to Land Bank approval.*

Check one: ☐ Owner Occupied ☐ For Sale to Homebuyer ☒ Rental /Tenant

Staff Recommendation:

Applicant is proposing to construct a multi-family dwelling consisting of 3 units with a roof deck not to exceed 38 feet. Two of the units will consist of 2 bedrooms and 2.5 baths and 1 unit will consist of 1 bedroom and 1 bath unit. Developer is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved violation of City L&I codes.

The MBE/WBE will apply.

Prepared by: Brian Romano
Reviewed by: Christi Jackson



RESOLUTION NO. 2018 - ____

**RESOLUTION AUTHORIZING THE PURCHASE
OF COMMERCIAL GENERAL LIABILITY INSURANCE**

WHEREAS, Resolution 2017-28 authorized the Land Bank to execute a Limited Power of Attorney appointing the Philadelphia Housing Development Corporation ("**PHDC**") to act as the Land Bank's agent to take all necessary and appropriate actions required to enter into a one (1) year contract with Connor, Strong, and Buckelew ("**Conner**") to provide insurance brokerage services for PHDC and the Land Bank;

WHEREAS, that certain Limited Power of Attorney dated June 12, 2017 ("**Limited POA**") authorizes PHDC to act for and on behalf of the Land Bank and to exercise all necessary and appropriate power, authority, and control to solicit, negotiate, execute documents, pay, and take other actions required to procure and maintain adequate insurance coverage for the Land Bank;

WHEREAS, pursuant to the Limited POA, PHDC instructed Conner to solicit quotes for commercial general liability insurance;

WHEREAS, Conner provided a quote for the purchase of commercial general liability insurance from Western World Insurance Company ("**WWIC**") with the following coverages, deductible, premium, and term:

Commercial General Liability

Bodily Injury and Property Damage	\$1,000,000/occurrence
Personal and Advertising Injury	\$1,000,000/occurrence
Damage to Premises Rented	\$100,000/occurrence
Medical Expenses (Any One Person)	\$5,000/any one person
General Aggregate (not products/completed ops)	\$2,000,000/aggregate
Products/Completed Operations	\$2,000,000/aggregate
Deductible	\$1,000 (BI/PD)

Employee Benefits Liability

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Premium

\$ _____

Term

July 1, 2018 – June 30, 2019 ("**Policy Year**")

CONTINUED ON THE FOLLOWING PAGE

WHEREAS, as authorized under the Limited POA, after consultation with Land Bank staff, PHDC procured commercial general liability insurance for the Land Bank pursuant to this Resolution; and

WHEREAS, the Board of Directors of the Philadelphia Land Bank (the "**Board**") deems it necessary and in the best interest of the Land Bank to confirm and, as needed authorize, the purchase of commercial general liability insurance pursuant to this Resolution.

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

1. The purchase of commercial general liability insurance from WWIC for the Policy Year with the coverages, deductible, and premium set forth in this Resolution is hereby confirmed and authorized.
2. Those Land Bank staff authorized to execute and deliver documents on behalf of the Land Bank pursuant to Resolution 2017-43 are hereby authorized to execute and deliver any and all applications, contracts, and other documentation necessary or desirable to carry out the purpose and intent of this Resolution.
3. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
4. This Resolution shall take effect immediately upon adoption by the Board.

MEMORANDUM

To: Board of Directors
From: Steve Cusano, Esq.
Date: June 14, 2018
Re: Resolution Authorizing an Amended and Restated Management Contract between the Philadelphia Land Bank and the Philadelphia Housing Development Corporation

In 2015, the Philadelphia Housing Development Corporation ("PHCD") and the Philadelphia Land Bank ("Land Bank") entered into a Management Contract as amended by a First Amendment to Management Contract dated May 27, 2016.

The purpose of the original Management Contract was for the Land Bank to obtain management services from PHDC. Essentially, PHDC manages, oversees, and operates certain business activities of the Land Bank.

A redlined version of the Amended and Restated Management Agreement is attached to this memo for your reference. The major changes of the Amended and Restated Management Agreement are as follows:

Section I.A.

- To clarify that the management services are provided by PHDC, acting by and through its employee hired and/or appointed as the Executive Director of the Land Bank. The original provision only referenced PHDC and did not reference the Executive Director.
- Hire and/or appoint and dismiss the Executive Director and Senior Counsel must be in consultation with the Land Bank Board and PHDC cannot hire and/or appoint any individual to serve as, nor dismiss, the Executive Director or Senior Counsel if such is opposed by a majority of the Land Bank Board.

Section II – To restate the term from July 1, 2018 to June 30, 2019 with four automatic renewals unless either party terminates at least ninety (90) days in advance of the end of the term or any renewal term. Under the original Management Contract, the final year was from July 1, 2018 to June 30, 2019.

June 14, 2018

Resolution Authorizing an Amended and Restated Management Contract between the Philadelphia Land Bank and the Philadelphia Housing Development Corporation

Section III.A.(1) - To clarify how general and administrative expenses are paid.

- These expenses are identified on Exhibit A and include: fidelity insurance, payroll services, phone system (landlines), unemployment compensation, and prescription costs for PHDC employees. Please refer to the redlined version to see what they originally included.
- G&A expenses are calculated pro-rata based on the total number of hours of work performed by PHDC employees for, or on behalf of the Land Bank and the total number of hours of work performed by PHDC employees as documented in PHDC's labor-allocation sheets. Previously, G&A expenses were calculated using a flat 20% which was to be revised each fiscal year.

Section III.A.(2) - To clarify that salary and fringe benefit are calculated pro-rata based on the total number of hours of work performed by PHDC employees for, or on behalf of the Land Bank and the total number of hours of work performed by PHDC employees. Previously, the Land Bank paid the actual monthly salary and fringe benefit expenses for each PHDC employee who performs work related to Land Bank activities.

Section III.B. – This section was added to address fees for insurance brokerage services and auto insurance premiums:

- Fees for insurance brokerage are paid pursuant to that certain Limited Power of Attorney dated June 12, 2017
- Auto insurance is paid proportionately based on the total number of vehicles owned by PHDC assigned exclusively for use by the Land Bank.

I respectfully ask that the Board consider and approve the Amended and Restated Management Agreement.

Contract No. # _____

AMENDED AND RESTATED MANAGEMENT CONTRACT

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THIS AMENDED AND RESTATED MANAGEMENT CONTRACT, (this "Contract"), entered into as of this _____ day of _____, 20148 by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107 ("PHDC") and the PHILADELPHIA LAND BANK, a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with offices at 1234 Market Street, 176th Floor, Philadelphia, Pennsylvania 19107 (the "Land Bank").

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WITNESSETH:

WHEREAS, in December 2012, the Commonwealth of Pennsylvania enacted the Pennsylvania Land Bank Legislation, Act 153 of 2012, authorizing, among other things, the creation of "land banks" by municipalities as tools to facilitate the return of vacant, abandoned and tax-delinquent properties to productive use; and

WHEREAS, in December 2013, the City of Philadelphia (the "City") enacted legislation creating the City's Land Bank, with its stated mission being "to return vacant property to productive status using a unified, predictable, and transparent process, thereby revitalizing neighborhoods, creating socially and economically diverse communities, and strengthening the City's tax base"; and

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WHEREAS, the Land Bank and PHDC entered into a Management Contract dated July 17, 2015 as amended by a First Amendment to Management Contract dated

May 27, 2016 (collectively, the "Agreements") and the Land Bank and PHDC desire to amend and restate the Agreements, as more specifically set forth in this Contract;

WHEREAS, the Land Bank desires to engage ~~the Philadelphia Housing Development Corporation ("PHDC")~~, PHDC, and PHDC is willing to assume the duties, to manage, oversee, and operate certain business activities of the Land Bank, as more specifically set forth ~~hereinbelow~~ in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Subject to compliance with all applicable statutes, codes, regulations and collective bargaining agreements, the Land Bank and PHDC agree that PHDC, acting by and through its employee hired and/or appointed as the Executive Director of the Land Bank (the "Executive Director") in accordance with Section I.A.(1), shall manage, oversee and operate the everyday activities of the Land Bank and have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Hire and/or appoint an individual to serve as, and dismiss, the ~~executive director of~~ Executive Director and the Land ~~Bank~~ Bank's Senior Counsel ("Senior Counsel") in consultation with the Land Bank Board of Directors (the "Land Bank Board") and consistent with the Land Bank's approved budget for each respective year of employment for each such employee, as well as evaluate the performance of any such individuals; provided, however, PHDC further agrees that it shall not hire and/or appoint any individual to serve ~~in the position that, after consultation,~~ as, nor dismiss, the Executive Director or Senior Counsel if such hiring, appointment, or dismissal, as the case may be, is opposed by a majority of the Land Bank Board:

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(2) ~~Hire~~Subject to Section I.A.(1), hire and/or appoint individuals ~~to serve as~~, and dismiss, any ~~other~~ employees as is necessary to efficiently and effectively conduct the operations of the Land Bank consistent with the Land Bank's approved budget for each respective year of employment of each such employee, with notice thereof provided in progress reports presented by the ~~executive director of the Land Bank~~Executive Director to the Land Bank Board during its meetings;

(3) Organize and reorganize the executive, financial, administrative, clerical and other activities of the Land Bank as necessary to efficiently and effectively conduct the operations of the Land Bank;

(4) Invest money of the Land Bank at the discretion of the Land Bank Board in instruments, obligations, securities or property determined proper by the Land Bank Board, as well as name and use depositories for the money of the Land Bank;

(5) Maintain fully correct and accurate financial books of account and records of the activities of the Land Bank in accordance with all applicable accounting regulations, and procedures;

(6) Pay all operational expenses and debts as required and deposit all receipts, in whatsoever form, from the operations of the Land Bank in the bank or other financial institution depository of the Land Bank;

(7) File reports, tax returns, and applicable tax applications with government authorities required or allowed by law, which have been signed or approved by the authorized employee(s), officer(s), and/or Board member(s) of the Land Bank, as required; and

(8) Make presentations to the Land Bank Board when requested.

B. Upon authorization of the Land Bank Board and subject to compliance with all applicable statutes, codes, regulations, and collective bargaining agreements, the Land Bank and PHDC agree that PHDC shall ~~manage, oversee and~~

~~operate the everyday activities of the Land Bank and~~ have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of the duties, and the exercise of the powers, of the Land Bank, including those for the management of, the collection of rent from or the sale of real property of the Land Bank, as authorized by the Land Bank Board;

(2) Establish policies and protocols, as well as determine hours of operation and fix the duties, powers and compensation of employees, contractors, agents and consultants, as required to manage, oversee and operate the Land Bank in a professional and efficient manner in compliance with all applicable laws, regulations, codes and rules;

(3) Enter into contracts and intergovernmental cooperation agreements with municipalities for the performance of functions by municipalities on behalf of the Land Bank or by the Land Bank on behalf of municipalities, ~~as authorized by the Land Bank Board;~~

(4) Procure and maintain insurance against losses in connection with the real property, assets, staff ~~or, and~~ activities of the Land Bank, ~~as authorized by the Land Bank Board including, without limitation officers and directors insurance, and general liability insurance;~~

(5) Design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property, ~~as authorized by the Land Bank Board;~~

(6) Fix, charge, and collect rents, fees, and charges for use of real property of the Land Bank and any services provided by the Land Bank, ~~as authorized by the Land Bank Board;~~

(7) Grant or acquire licenses, easements, leases, or options with respect to the real property of the Land Bank, ~~as authorized by the Land Bank Board;~~

(8) Initiate, defend against and otherwise participate in lawsuits and other legal, alternative dispute resolution, and administrative proceedings on behalf of the Land Bank to protect and advance its interests;

(9) Borrow from Federal government funds, the Commonwealth of Pennsylvania (the "Commonwealth"), private lenders or municipalities, as necessary, for the operation and work of the Land Bank, ~~as authorized by the Land Bank Board;~~

(10) Issue negotiable revenue bonds and notes, ~~as authorized by the Land Bank Board;~~

(11) Procure insurance or guarantees from the Federal government or the Commonwealth for the payment of debt incurred by the Land Bank and pay premiums in connection with any such insurance or guarantee, ~~as authorized by the Land Bank Board;~~ and

(12) Enter into partnerships, joint ventures and other collaborative relationships with municipalities and other public and private entities for the ownership, development, and disposition of real property, ~~as authorized by the Land Bank Board.~~

C. PHDC shall perform such other and further duties that are authorized by the Land Bank Board, ~~and~~ approved by the Board of Directors of PHDC ~~and~~, consistent with the effective and efficient management, oversight and operation of the business of the Land Bank, including, but not limited to, filing reports and making presentations with or to the Land Bank Board.

II. TERM

The term of this Contract shall commence on July 1, 2014~~8~~ (the "Effective Date") and shall continue through June 30, ~~2015~~ 2019 (the "Initial Term"). The ~~term~~ Initial Term of this Contract shall renew automatically for four (4) additional consecutive one-year periods, ~~(each a "Renewal Period")~~, unless either party provides

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written notice to the other at the corresponding address set forth above that the party does not desire to renew, with such notice being served at least ninety (90) days in advance of the end of the Initial Term or any one-year period~~Renewal Period~~. Upon termination, neither party shall have any further obligations under this Contract, except for the obligations which by their terms survive this termination as noted in Section XVII below.

III. COMPENSATION AND METHOD OF PAYMENT

A. As compensation for all services provided hereunder, the Land Bank shall pay PHDC, on a monthly basis the following:

~~(1) — The actual monthly~~ (1) The product of (i) a fraction, the numerator of which is the total number of hours of work performed by PHDC employees for, or on behalf of the Land Bank, in the invoiced month and the denominator of which is the total number of hours of work performed by PHDC employees in the invoiced month (all hours must be documented in PHDC's labor-allocation sheets); multiplied by (ii) the actual, aggregate amount of those general and administrative expenses specifically identified on Exhibit A, attached hereto and incorporated by reference, incurred by PHDC for the benefit of either PHDC or the Land Bank in the invoiced month; and

~~_____~~ (2) A proportionate share of the salary and fringe benefit expenses for each PHDC employee who performs work related to Land Bank activities during the month for which expenses are invoiced, as documented in PHDC's labor-allocation sheets; and in a given month (each "Affected Employee") calculated by multiplying (i) the monthly salary and fringe benefit expenses incurred by PHDC in the invoiced month for an Affected Employee; and (ii) a fraction, the numerator of which is the total number of hours of work performed by an Affected Employee for, or on behalf of, the Land Bank in the invoiced month and the denominator of which is the total number of hours of work performed by an Affected Employee in the invoiced month. All hours must be documented in PHDC's labor-allocation sheets.

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~~(2) For the period B.~~ The Land Bank shall pay PHDC, as reimbursement for any fees for insurance brokerage services and automobile liability insurance premiums benefitting and/or covering the Land Bank paid by PHDC, as follows:

(1) Fees for insurance brokerage services shall be paid pursuant to that certain Limited Power of July 1, 2016 through Attorney Procurement of Insurance Brokerage Services and Insurance dated June 30 12, 2017, twenty percent (20%) of the aggregate general and administrative expenses (as more specifically identified on the Exhibit A Revised attached hereto and incorporated by reference) incurred by as Exhibit B; and

(2) Premiums for automobile liability insurance: A proportionate share of all premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank calculated by multiplying (i) the total number of premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank, as calculated by; and (ii) a fraction, the Finance Director of PHDC. For each subsequent fiscal year during numerator of which is the term of total number of vehicles owned by PHDC assigned exclusively for use by the Contract, PHDC Land Bank and the Land Bank shall memorialized denominator of which is the pro-rata allocation of the aggregate general and administrative expenses for such fiscal year in a contract amendment; and total number of vehicles owned by PHDC.

Subject to Section III C, PHDC shall be paid, pursuant to Section III A and Section III B, after timely submission of invoices to the Land Bank, in the number, form, and content acceptable to the Land Bank, accompanied by such additional supporting information and documentation as the Land Bank may require. All payments to PHDC are contingent upon satisfactory performance of the terms and conditions of this Contract. PHDC shall

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submit its final invoice not more than sixty (60) days from the completion of the services provided hereunder.

BC. The Land Bank reserves the right to withhold or offset against any funds payable to PHDC for any invoice for which the Land Bank asserts a discrepancy exists or for PHDC's failure to satisfactorily perform the terms of this Contract, as determined solely by the Land Bank.

CD. PHDC shall, upon termination of this Contract, remit to the Land Bank an accounting of all funds received pursuant to this Contract, and the Agreements. PHDC shall return to the Land Bank all funds provided hereunder which have not been expended for legitimate expenses. Final statement must be submitted to the Land Bank within sixty (60) days of the termination date.

IV. LAND BANK RESPONSIBILITY

The Land Bank shall remain responsible for (i) the ~~conduct and operation,~~ management, oversight, and conduct of the Land Bank and (ii) the actions of PHDC-as, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the operations of the Land Bank. The Land Bank shall not in any way assign or transfer to PHDC: (a) the Land Bank's liability for any ~~other~~ contracts, real property (including, by way of example and not limitation, rental and lease agreements), wages, utility bills, taxes or other costs and expenses, either as required or that are incidental to the operation of the Land Bank; ~~and/or~~ (b) the Land Bank's obligation and duties that are necessary for the retention of the "incidents of ownership" of the assets and control of the Land Bank. In addition to the general and administrative expenses set forth in Section III A and Section III B hereof, the Land Bank shall remain responsible for all expenses, costs, utilities, insurance, wages, and benefits of the Land Bank's employees (if any), contracts with third parties, taxes, premises liability, and all

other claims, contracts, liabilities, and financial responsibility associated with the ~~operation of the~~ Land ~~Bank's operations~~. The Land Bank is merely contracting with PHDC to provide management services.

V. PHDC RESPONSIBILITY

A. PHDC shall remain responsible for (i) the ~~conduct and operation~~, management, oversight, and conduct of PHDC and (ii) the actions of PHDC, and its agents and employees, only asto the extent they relate to the operation, management, oversight, and ~~conduct of the operations~~ of the non-Land Bank-related operations of PHDC.

B. Notwithstanding anything to the contrary set forth in Section III A and Section III B hereof, PHDC shall remain responsible for all expenses, costs, utilities, insurance, wages and benefits of PHDC's employees, contracts between PHDC and third parties, taxes, premises liability, and all other claims, contracts, liabilities, and financial responsibility associated with PHDC's business activities. PHDC is simply contracting with the Land Bank to provide management services. -

C. Upon request by the Land Bank Board, PHDC shall make reports and presentations to the Land Bank Board relating to the management services provided under this Contract.

VI. INDEMNIFICATIONS

A. The Land Bank shall defend, indemnify, and hold PHDC and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of the Land Bank's vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages, and losses to the extent arising out of or related to the Land Bank, its business operations ~~and, its~~ real property ~~and, or~~ any and all acts or omissions of the Land Bank. Except for claims asserted by PHDC's employees as provided below in Section VI B below, PHDC shall be added as an additional insured on all liability insurance policies of the Land Bank on a

primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

B. PHDC shall defend, indemnify, and hold the Land Bank and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of PHDC's non-Land Bank-related vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages and losses to the extent arising out of or related to the non-Land Bank-related acts or omissions of PHDC. Further, to the extent covered by any such applicable insurance, PHDC shall defend, indemnify, and hold the Land Bank harmless for any and all claims of PHDC's employees. In addition, the Land Bank shall be added as an additional insured on all liability insurance policies of PHDC solely to cover any non-Land Bank-related claims or claims of PHDC's employees on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

VII. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, all rights and duties hereby granted to and assumed by PHDC are those of an independent contractor only. Nothing contained herein shall create an employer/employee relationship between PHDC and the Land Bank, or their respective directors, officers, employees, agents, and representatives. The parties acknowledge and agree that it is their intention that PHDC and its directors, officers, employees, agents, and representatives shall be and remain independent contractors in connection with its relationship with the Land Bank and that this Contract shall not render PHDC, or its directors, officers, employees, agents, and representatives, an employee, partner, agent, or joint venturer of or with the Land Bank. The Land Bank shall not be responsible for withholding taxes with respect to

compensation paid to PHDC, or its directors, officers, employees, agents, and representatives, hereunder or the compensation paid by PHDC to its directors, officers, employees, agents, and representatives. PHDC and its directors, officers, employees, agents, and representatives shall have no claim against the Land Bank hereunder or otherwise for, among other things, unpaid minimum wages, overtime premiums, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

VIII. LAND BANK RECORDS

A. PHDC acknowledges and agrees that all records, data, materials, programs, plans, marketing strategies, financial information, business plans, technologies, Land Bank employee personnel files and medical records (if any), Land Bank employee health and other insurance (if any), Land Bank employee pension and other retirement benefit plans (if any), Land Bank employee fringe benefits (if any) and other information received or created by PHDC in connection with its performance of management services under this Contract (collectively, "Records") shall be maintained separately from any other records or information under PHDC's custody, control or possession.

B. Upon request, PHDC shall provide to the Land Bank Board ~~Members, the Executive Director,~~ and their agents, representatives, and consultants reasonable access to all Records, provided, PHDC takes all necessary and appropriate action required to comply or maintain compliance with all applicable laws, codes and regulations in providing any such access.

C. All Records shall at all times be and remain the exclusive property of the Land Bank and shall be returned to the Land Bank upon termination of this Contract.

D. All requests for Records, including, but not limited to, any governmental, judicial, or administrative orders, subpoenas, discovery requests, regulatory requests, or similar methods, shall be submitted to the general counsel and/or

the individual appointed as the Right To Know Officer (the "RTKO") of the Land Bank. The general counsel and/or the RTKO of the Land Bank shall be responsible for responding to all such Records requests. Notwithstanding anything contained herein to the contrary, the Land Bank shall defend, indemnify, and hold PHDC harmless, including, without limitation, attorneys' fees, for any and all claims, suits, damages, and losses to the extent arising out of or related to any and all requests for Records, including, but not limited to, any responses, failures to respond and/or other acts, delays or omissions relating to any such requests.

E. Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, any of the Land Bank's rights or defenses under the Right To Know Law ("RTKL"), all of which are expressly reserved.

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IX. PHDC PROPRIETARY RIGHTS

A. Definitions. For purposes of this Contract, "Confidential Information" means any data or information that is received or created by PHDC in connection with its non-Land Bank-related business and activities, and therefore proprietary exclusively to PHDC, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, policies, plans, processes, specifications, characteristics, raw data, databases, formulations, know-how, experience and proprietary information; (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iii) plans for programs or services, and client or contractor lists; (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-

in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (vi) any other information that should reasonably be recognized as confidential information of PHDC, whether in writing or presented, stored or maintained in or by electronic, magnetic, digital, internet, computer or other means. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Land Bank acknowledges that the Confidential Information is proprietary to PHDC, has been developed and obtained through great efforts by PHDC and that PHDC regards all of its Confidential Information as trade secrets.

B. Exceptions to Confidential Information. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Land Bank prior to receiving the Confidential Information from PHDC; (ii) becomes rightfully known to the Land Bank from a third-party source not known (after diligent inquiry) by the Land Bank to be under an obligation to PHDC to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Land Bank in breach of this Contract; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise required to be disclosed by law or regulation, although the requirements of this Section IX shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, contractors, consultants, or agents of the Land Bank without violation of the terms of this Contract or reference or access to any Confidential Information.

C. Non-Disclosure to Third Parties. From time to time, PHDC may disclose or may have disclosed Confidential Information to the Land Bank or the Land Bank may gain access to or receive Confidential Information in the course of PHDC performing the services required under this Contract. The Land Bank will: (a) limit disclosure of any Confidential Information to those employees who have a need to know such Confidential Information, and will share with senior management of the Land Bank and the Land Bank Board only on a "need to know" basis, in connection with the

performance by PHDC of such services, and only for that purpose; (b) advise any such employees of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such employees to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not share or disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). The Land Bank shall be responsible for any breach of this Contract by any of its directors, officers, employees, agents, or representatives.

D. Use of Confidential Information. The Land Bank acknowledges and agrees to not use the Confidential Information for any purpose other than as authorized by this Contract without the prior written consent of an authorized representative of PHDC. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Land Bank hereunder. Title to the Confidential Information will remain solely with PHDC. All use of Confidential Information by the Land Bank shall be for the benefit of PHDC and any modifications and improvements thereof by the Land Bank shall be the sole property of PHDC. Except as specifically permitted under this Contract, the Land Bank shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate, or otherwise disclose any Confidential Information to any third party without the prior written consent of PHDC, which consent may be denied in each instance, and all of the same, together with publication rights, shall belong exclusively to PHDC.

E. Compelled Disclosure of Confidential Information. Notwithstanding anything in the foregoing to the contrary, the Land Bank may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, provided that the Land Bank promptly notifies, to the extent practicable, PHDC in writing of such demand for disclosure so that PHDC, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with

respect to the Land Bank's business (not targeted at PHDC), the Land Bank may promptly comply with such request provided the Land Bank gives (if permitted by such regulator) PHDC prompt notice of such disclosure. The Land Bank agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, PHDC with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if PHDC is unable to obtain or does not seek a protective order and the Land Bank is legally required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

F. Documents, etc. All documents, internet and electronic records, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs, and similar materials, lists of present, past or prospective HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, clients, contractors, contractor proposals, invitations to submit proposals, price lists and data relating to the pricing of PHDC's programs and services, records, notebooks and all other materials containing Confidential Information (including all copies and reproductions thereof), that come into the Land Bank's possession or control, whether prepared by the Land Bank or others: (a) are the property of PHDC, (b) will not be used by the Land Bank in any way, (c) will not be provided or shown to any third party by the Land Bank, (d) will not be removed from the Land Bank's or PHDC's premises, and (e) at the termination (for whatever reason), of PHDC's relationship with the Land Bank, will be left with, or forthwith returned by the Land Bank to PHDC.

G. RTKL Exemption Reservation.

Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, PHDC's exemptions from, or rights or defenses under, RTKL, all of which are expressly reserved.

X. WAIVER

Any waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by either party shall be in writing.

XI. SEVERABILITY; REFORMATION

In case any one or more of the provisions or parts of a provision contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Contract; and this Contract shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Contract shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

XII. HEADINGS

Headings and subheadings are for convenience only and shall not be deemed to be a part of this Contract.

XIII. AMENDMENTS

This Contract may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto.

XIV. NOTICES

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Contract.

XV. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

XVI. GOVERNING LAW

This Contract shall be construed in accordance with and governed for all purposes by the laws of Pennsylvania applicable to contracts executed and wholly performed within such jurisdiction. Any dispute arising hereunder shall be referred to and heard in only a federal or state court located in Philadelphia, Pennsylvania.

XVII. SURVIVAL

The provisions of Sections III to VI, VIII to XI, and XV to XVII of this Contract shall survive the expiration of the Term or the termination of this Contract. This Contract supersedes all prior agreements, written or oral, between PHDC and the Land Bank relating to the subject matter of this Contract.

XVIII. NO THIRD PARTIES

The parties agree that: (a) this Contract is for the benefit of the parties to this Contract and is not intended to confer any rights or benefits on any third party, except as set forth in Section VI; and (b) there are no third-party beneficiaries to this Contract or any specific term of this Contract, except as set forth in Section VI.

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EXECUTED, under seal, effective as of the Effective Date.

PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION

PHILADELPHIA LAND
BANK

By: _____

By: _____

Michael Koonce

Majeedah Rashid

Name: _____

Angel Rodriguez

Title: _____

Executive

~~Vice~~

~~President~~

Chair~~Director~~

EXHIBIT A

PHDC's general and administrative expenses, to be allocated to the Land Bank ~~using the calculated pro-rata share, will include~~ pursuant to Section IIIA(1) are as follows:

- ~~• General Liability Insurance for office premises~~
- ~~• Directors and Officers Insurance for Employment Practices Liability~~
- Fidelity Insurance
- ~~• Rental of office space~~
- ~~• Leasehold improvements~~
- ~~• Workers' Compensation~~
- ~~• Copiers~~
- ~~• Printing & Duplication~~
- Payroll Services
- Phone system (landlines)
- Unemployment compensation
- Prescription costs for PHDC employees.

RESOLUTION NO. 2018 – _____

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED MANAGEMENT CONTRACT
BETWEEN THE PHILADELPHIA LAND BANK AND THE PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

WHEREAS, the Philadelphia Housing Development Corporation ("PHCD") and the Philadelphia Land Bank ("**Land Bank**") entered into a Management Contract dated July 17, 2015 as amended by a First Amendment to Management Contract dated May 27, 2016 (collectively, "**Management Agreement**");

WHEREAS, PHCD and the Land Bank desire to amend and restate the Management Agreement by entering into the Amended and Restated Management Agreement attached to this Resolution; and

WHEREAS, the Board has considered the Amended and Restated Management Agreement and finds that its adoption is in the best interests of the Land Bank.

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

1. The Land Bank is hereby authorized to enter into the Amended and Restated Management Agreement with PHDC substantially in the form attached hereto.
2. The Executive Director with the advice of Senior Counsel may modify the Amended and Restated Management Agreement without further approval of the Board; provided, that any modifications are, in the opinion of Senior Counsel, not material.
3. Those Land Bank staff authorized to execute and deliver documents on behalf of the Land Bank pursuant to Resolution 2017-43 are hereby authorized to execute and deliver the Amended and Restated Management Agreement.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

Contract No. # _____

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS AMENDED AND RESTATED MANAGEMENT CONTRACT (this "Contract"), entered into as of this _____ day of _____, 2018 by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107 ("PHDC") and the PHILADELPHIA LAND BANK, a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with offices at 1234 Market Street, 16th Floor, Philadelphia, Pennsylvania 19107 (the "Land Bank").

WITNESSETH:

WHEREAS, in December 2012, the Commonwealth of Pennsylvania enacted the Pennsylvania Land Bank Legislation, Act 153 of 2012, authorizing, among other things, the creation of "land banks" by municipalities as tools to facilitate the return of vacant, abandoned and tax-delinquent properties to productive use; and

WHEREAS, in December 2013, the City of Philadelphia (the "City") enacted legislation creating the City's Land Bank, with its stated mission being "to return vacant property to productive status using a unified, predictable, and transparent process, thereby revitalizing neighborhoods, creating socially and economically diverse communities, and strengthening the City's tax base"; and

WHEREAS, the Land Bank and PHDC entered into a Management Contract dated July 17, 2015 as amended by a First Amendment to Management Contract dated May 27, 2016 (collectively, the "Agreements") and the Land Bank and PHDC desire to amend and restate the Agreements, as more specifically set forth in this Contract;

WHEREAS, the Land Bank desires to engage PHDC, and PHDC is willing to assume the duties, to manage, oversee, and operate certain business activities of the Land Bank, as more specifically set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Subject to compliance with all applicable statutes, codes, regulations and collective bargaining agreements, the Land Bank and PHDC agree that PHDC, acting by and through its employee hired and/or appointed as the Executive Director of the Land Bank (the "Executive Director") in accordance with Section I.A.(1), shall manage, oversee and operate the everyday activities of the Land Bank and have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Hire and/or appoint an individual to serve as, and dismiss, the Executive Director and the Land Bank's Senior Counsel ("Senior Counsel") in consultation with the Land Bank Board of Directors (the "Land Bank Board") and consistent with the Land Bank's approved budget for each respective year of employment for each such employee, as well as evaluate the performance of any such individuals; provided, however, PHDC further agrees that it shall not hire and/or appoint any individual to serve as, nor dismiss, the Executive Director or Senior Counsel if such hiring, appointment, or dismissal, as the case may be, is opposed by a majority of the Land Bank Board;

(2) Subject to Section I.A.(1), hire and/or appoint individuals, and dismiss any employees as is necessary to efficiently and effectively conduct the operations of the Land Bank consistent with the Land Bank's approved budget for each respective year of employment of each such employee, with notice thereof provided in progress reports presented by the Executive Director to the Land Bank Board during its meetings;

(3) Organize and reorganize the executive, financial, administrative, clerical and other activities of the Land Bank as necessary to efficiently and effectively conduct the operations of the Land Bank;

(4) Invest money of the Land Bank at the discretion of the Land Bank Board in instruments, obligations, securities or property determined proper by the Land Bank Board, as well as name and use depositories for the money of the Land Bank;

(5) Maintain fully correct and accurate financial books of account and records of the activities of the Land Bank in accordance with all applicable accounting regulations, and procedures;

(6) Pay all operational expenses and debts as required and deposit all receipts, in whatsoever form, from the operations of the Land Bank in the bank or other financial institution depository of the Land Bank;

(7) File reports, tax returns, and applicable tax applications with government authorities required or allowed by law, which have been signed or approved by the authorized employee(s), officer(s), and/or Board member(s) of the Land Bank, as required; and

(8) Make presentations to the Land Bank Board when requested.

B. Upon authorization of the Land Bank Board and subject to compliance with all applicable statutes, codes, regulations, and collective bargaining agreements, the Land Bank and PHDC agree that PHDC shall have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of the duties, and the exercise of the powers, of the Land Bank, including those for the management of, the collection of rent from or the sale of real property of the Land Bank, as authorized by the Land Bank Board;

(2) Establish policies and protocols, as well as determine hours of operation and fix the duties, powers and compensation of employees, contractors, agents and consultants, as required to manage, oversee and operate the Land Bank in a professional and efficient manner in compliance with all applicable laws, regulations, codes and rules;

(3) Enter into contracts and intergovernmental cooperation agreements with municipalities for the performance of functions by municipalities on behalf of the Land Bank or by the Land Bank on behalf of municipalities;

(4) Procure and maintain insurance against losses in connection with the real property, assets, staff, and activities of the Land Bank including, without limitation officers and directors insurance, and general liability insurance;

(5) Design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property;

(6) Fix, charge, and collect rents, fees, and charges for use of real property of the Land Bank and any services provided by the Land Bank;

(7) Grant or acquire licenses, easements, leases, or options with respect to the real property of the Land Bank;

(8) Initiate, defend against and otherwise participate in lawsuits and other legal, alternative dispute resolution, and administrative proceedings on behalf of the Land Bank to protect and advance its interests;

(9) Borrow from Federal government funds, the Commonwealth of Pennsylvania (the "Commonwealth"), private lenders or municipalities, as necessary, for the operation and work of the Land Bank;

(10) Issue negotiable revenue bonds and notes;

(11) Procure insurance or guarantees from the Federal government or the Commonwealth for the payment of debt incurred by the Land Bank and pay premiums in connection with any such insurance or guarantee; and

(12) Enter into partnerships, joint ventures and other collaborative relationships with municipalities and other public and private entities for the ownership, development, and disposition of real property.

C. PHDC shall perform such other and further duties that are authorized by the Land Bank Board and approved by the Board of Directors of PHDC, consistent with the effective and efficient

management, oversight and operation of the business of the Land Bank, including, but not limited to, filing reports and making presentations with or to the Land Bank Board.

II. TERM

The term of this Contract shall commence on July 1, 2018 (the "Effective Date") and shall continue through June 30, 2019 (the "Initial Term"). The Initial Term of this Contract shall renew automatically for four (4) additional consecutive one-year periods (each a "Renewal Period"), unless either party provides written notice to the other at the corresponding address set forth above that the party does not desire to renew, with such notice being served at least ninety (90) days in advance of the end of the Initial Term or any Renewal Period. Upon termination, neither party shall have any further obligations under this Contract, except for the obligations which by their terms survive this termination as noted in Section XVII below.

III. COMPENSATION AND METHOD OF PAYMENT

A. As compensation for all services provided hereunder, the Land Bank shall pay PHDC, on a monthly basis the following:

(1) The product of (i) a fraction, the numerator of which is the total number of hours of work performed by PHDC employees for, or on behalf of the Land Bank, in the invoiced month and the denominator of which is the total number of hours of work performed by PHDC employees in the invoiced month (all hours must be documented in PHDC's labor-allocation sheets); multiplied by (ii) the actual, aggregate amount of those general and administrative expenses specifically identified on Exhibit A, attached hereto and incorporated by reference, incurred by PHDC for the benefit of either PHDC or the Land Bank in the invoiced month; and

(2) A proportionate share of the salary and fringe benefit expenses for each PHDC employee who performs work related to Land Bank activities in a given month (each "Affected Employee") calculated by multiplying (i) the monthly salary and fringe benefit expenses incurred by PHDC in the invoiced month for an Affected Employee; and (ii) a fraction, the numerator of which is the total number of hours of work performed by an Affected Employee for, or on behalf of, the Land Bank in the invoiced month and the denominator of which is the total number of hours of work

performed by an Affected Employee in the invoiced month. All hours must be documented in PHDC's labor-allocation sheets.

B. The Land Bank shall pay PHDC, as reimbursement for any fees for insurance brokerage services and automobile liability insurance premiums benefitting and/or covering the Land Bank paid by PHDC, as follows:

(1) Fees for insurance brokerage services shall be paid pursuant to that certain Limited Power of Attorney Procurement of Insurance Brokerage Services and Insurance dated June 12, 2017, attached hereto and incorporated by reference as Exhibit B; and

(2) Premiums for automobile liability insurance: A proportionate share of all premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank calculated by multiplying (i) the total number of premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank; and (ii) a fraction, the numerator of which is the total number of vehicles owned by PHDC assigned exclusively for use by the Land Bank and the denominator of which is the total number of vehicles owned by PHDC.

Subject to Section III C, PHDC shall be paid, pursuant to Section III A and Section III B, after timely submission of invoices to the Land Bank, in the number, form, and content acceptable to the Land Bank, accompanied by such additional supporting information and documentation as the Land Bank may request. All payments to PHDC are contingent upon satisfactory performance of the terms and conditions of this Contract. PHDC shall submit its final invoice not more than sixty (60) days from the completion of the services provided hereunder.

C. The Land Bank reserves the right to withhold or offset against any funds payable to PHDC for any invoice for which the Land Bank asserts a discrepancy exists or for PHDC's failure to satisfactorily perform the terms of this Contract, as determined solely by the Land Bank.

D. PHDC shall, upon termination of this Contract, remit to the Land Bank an accounting of all funds received pursuant to this Contract and the Agreements. PHDC shall return to the Land Bank all funds provided hereunder which have not been expended for legitimate expenses. Final statement must be submitted to the Land Bank within sixty (60) days of the termination date.

IV. LAND BANK RESPONSIBILITY

The Land Bank shall remain responsible for (i) the operation, management, oversight, and conduct of the Land Bank and (ii) the actions of PHDC, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the operations of the Land Bank. The Land Bank shall not in any way assign or transfer to PHDC: (a) the Land Bank's liability for any contracts, real property (including, by way of example and not limitation, rental and lease agreements), wages, utility bills, taxes or other costs and expenses, either as required or that are incidental to the operation of the Land Bank; or (b) the Land Bank's obligation and duties that are necessary for the retention of the "incidents of ownership" of the assets and control of the Land Bank. In addition to the general and administrative expenses set forth in Section III A and Section III B hereof, the Land Bank shall remain responsible for all expenses, costs, utilities, insurance, wages, and benefits of the Land Bank's employees (if any), contracts with third parties, taxes, premises liability, and all other claims, contracts, liabilities, and financial responsibility associated with the Land Bank's operations. The Land Bank is merely contracting with PHDC to provide management services.

V. PHDC RESPONSIBILITY

A. PHDC shall remain responsible for (i) the operation, management, oversight, and conduct of PHDC and (ii) the actions of PHDC, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the non-Land Bank-related operations of PHDC.

B. Notwithstanding anything to the contrary set forth in Section III A and Section III B hereof, PHDC shall remain responsible for all expenses, costs, utilities, insurance, wages and benefits of PHDC's employees, contracts between PHDC and third parties, taxes, premises liability, and all other claims, contracts, liabilities, and financial responsibility associated with PHDC's business activities. PHDC is simply contracting with the Land Bank to provide management services.

C. Upon request by the Land Bank Board, PHDC shall make reports and presentations to the Land Bank Board relating to the management services provided under this Contract.

VI. INDEMNIFICATIONS

A. The Land Bank shall defend, indemnify, and hold PHDC and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of the Land Bank's vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages, and losses to the extent arising out of or related to the Land Bank, its business operations, its real property, or any and all acts or omissions of the Land Bank. Except for claims asserted by PHDC's employees as provided below in Section VI B below, PHDC shall be added as an additional insured on all liability insurance policies of the Land Bank on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

B. PHDC shall defend, indemnify, and hold the Land Bank and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of PHDC's non-Land Bank-related vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages and losses to the extent arising out of or related to the non-Land Bank-related acts or omissions of PHDC. Further, to the extent covered by any such applicable insurance, PHDC shall defend, indemnify, and hold the Land Bank harmless for any and all claims of PHDC's employees. In addition, the Land Bank shall be added as an additional insured on all liability insurance policies of PHDC solely to cover any non-Land Bank-related claims or claims of PHDC's employees on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

VII. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, all rights and duties hereby granted to and assumed by PHDC are those of an independent contractor only. Nothing contained herein shall create an employer/employee relationship between PHDC and the Land Bank, or their respective directors, officers, employees, agents, and representatives. The parties acknowledge and agree that it is their intention that PHDC and its directors, officers, employees, agents, and representatives shall be and remain independent contractors in connection with its relationship with the

Land Bank and that this Contract shall not render PHDC, or its directors, officers, employees, agents, and representatives, an employee, partner, agent, or joint venturer of or with the Land Bank. The Land Bank shall not be responsible for withholding taxes with respect to compensation paid to PHDC, or its directors, officers, employees, agents, and representatives, hereunder or the compensation paid by PHDC to its directors, officers, employees, agents, and representatives. PHDC and its directors, officers, employees, agents, and representatives shall have no claim against the Land Bank hereunder or otherwise for, among other things, unpaid minimum wages, overtime premiums, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

VIII. LAND BANK RECORDS

A. PHDC acknowledges and agrees that all records, data, materials, programs, plans, marketing strategies, financial information, business plans, technologies, Land Bank employee personnel files and medical records (if any), Land Bank employee health and other insurance (if any), Land Bank employee pension and other retirement benefit plans (if any), Land Bank employee fringe benefits (if any) and other information received or created by PHDC in connection with its performance of management services under this Contract (collectively, "Records") shall be maintained separately from any other records or information under PHDC's custody, control or possession.

B. Upon request, PHDC shall provide to the Land Bank Board, the Executive Director, and their agents, representatives, and consultants reasonable access to all Records, provided, PHDC takes all necessary and appropriate action required to comply or maintain compliance with all applicable laws, codes and regulations in providing any such access.

C. All Records shall at all times be and remain the exclusive property of the Land Bank and shall be returned to the Land Bank upon termination of this Contract.

D. All requests for Records, including, but not limited to, any governmental, judicial, or administrative orders, subpoenas, discovery requests, regulatory requests, or similar methods, shall be submitted to the general counsel and/or the individual appointed as the Right To Know Officer (the "RTKO") of the Land Bank. The general counsel and/or the RTKO of the Land Bank shall be

responsible for responding to all such Records requests. Notwithstanding anything contained herein to the contrary, the Land Bank shall defend, indemnify, and hold PHDC harmless, including, without limitation, attorneys' fees, for any and all claims, suits, damages, and losses to the extent arising out of or related to any and all requests for Records, including, but not limited to, any responses, failures to respond and/or other acts, delays or omissions relating to any such requests.

E. Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, any of the Land Bank's rights or defenses under the Right To Know Law ("RTKL"), all of which are expressly reserved.

IX. PHDC PROPRIETARY RIGHTS

A. Definitions. For purposes of this Contract, "Confidential Information" means any data or information that is received or created by PHDC in connection with its non-Land Bank-related business and activities, and therefore proprietary exclusively to PHDC, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, policies, plans, processes, specifications, characteristics, raw data, databases, formulations, know-how, experience and proprietary information; (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iii) plans for programs or services, and client or contractor lists; (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (vi) any other information that should reasonably be recognized as confidential information of PHDC, whether in writing or presented, stored or maintained in or by electronic, magnetic, digital, internet, computer or other means. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated

Confidential Information. The Land Bank acknowledges that the Confidential Information is proprietary to PHDC, has been developed and obtained through great efforts by PHDC and that PHDC regards all of its Confidential Information as trade secrets.

B. Exceptions to Confidential Information. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Land Bank prior to receiving the Confidential Information from PHDC; (ii) becomes rightfully known to the Land Bank from a third-party source not known (after diligent inquiry) by the Land Bank to be under an obligation to PHDC to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Land Bank in breach of this Contract; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise required to be disclosed by law or regulation, although the requirements of this Section IX shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, contractors, consultants, or agents of the Land Bank without violation of the terms of this Contract or reference or access to any Confidential Information.

C. Non-Disclosure to Third Parties. From time to time, PHDC may disclose or may have disclosed Confidential Information to the Land Bank or the Land Bank may gain access to or receive Confidential Information in the course of PHDC performing the services required under this Contract. The Land Bank will: (a) limit disclosure of any Confidential Information to those employees who have a need to know such Confidential Information, and will share with senior management of the Land Bank and the Land Bank Board only on a "need to know" basis, in connection with the performance by PHDC of such services, and only for that purpose; (b) advise any such employees of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such employees to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not share or disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). The Land Bank shall be responsible for any breach of this Contract by any of its directors, officers, employees, agents, or representatives.

D. Use of Confidential Information. The Land Bank acknowledges and agrees to not use the Confidential Information for any purpose other than as authorized by this Contract without the prior written consent of an authorized representative of PHDC. No other right or license, whether

expressed or implied, in the Confidential Information is granted to the Land Bank hereunder. Title to the Confidential Information will remain solely with PHDC. All use of Confidential Information by the Land Bank shall be for the benefit of PHDC and any modifications and improvements thereof by the Land Bank shall be the sole property of PHDC. Except as specifically permitted under this Contract, the Land Bank shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate, or otherwise disclose any Confidential Information to any third party without the prior written consent of PHDC, which consent may be denied in each instance, and all of the same, together with publication rights, shall belong exclusively to PHDC.

E. Compelled Disclosure of Confidential Information. Notwithstanding anything in the foregoing to the contrary, the Land Bank may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, provided that the Land Bank promptly notifies, to the extent practicable, PHDC in writing of such demand for disclosure so that PHDC, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Land Bank's business (not targeted at PHDC), the Land Bank may promptly comply with such request provided the Land Bank gives (if permitted by such regulator) PHDC prompt notice of such disclosure. The Land Bank agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, PHDC with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if PHDC is unable to obtain or does not seek a protective order and the Land Bank is legally required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

F. Documents, etc. All documents, internet and electronic records, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs, and similar materials, lists of present, past or prospective HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, clients, contractors, contractor proposals, invitations to submit proposals, price lists and data relating to the pricing of PHDC's programs and services, records, notebooks and all other materials containing Confidential Information (including all copies and reproductions thereof), that come into the Land Bank's possession or control, whether prepared by the Land Bank or others: (a) are the property of PHDC, (b) will not be used by the Land Bank in any way, (c) will not be provided or

shown to any third party by the Land Bank, (d) will not be removed from the Land Bank's or PHDC's premises, and (e) at the termination (for whatever reason), of PHDC's relationship with the Land Bank, will be left with, or forthwith returned by the Land Bank to PHDC.

G. RTKL Exemption Reservation.

Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, PHDC's exemptions from, or rights or defenses under, RTKL, all of which are expressly reserved.

X. WAIVER

Any waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by either party shall be in writing.

XI. SEVERABILITY; REFORMATION

In case any one or more of the provisions or parts of a provision contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Contract; and this Contract shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Contract shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

XII. HEADINGS

Headings and subheadings are for convenience only and shall not be deemed to be a part of this Contract.

XIII. AMENDMENTS

This Contract may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto.

XIV. NOTICES

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Contract.

XV. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

XVI. GOVERNING LAW

This Contract shall be construed in accordance with and governed for all purposes by the laws of Pennsylvania applicable to contracts executed and wholly performed within such jurisdiction. Any dispute arising hereunder shall be referred to and heard in only a federal or state court located in Philadelphia, Pennsylvania.

XVII. SURVIVAL

The provisions of Sections III to VI, VIII to XI, and XV to XVII of this Contract shall survive the expiration of the Term or the termination of this Contract. This Contract supersedes all prior agreements, written or oral, between PHDC and the Land Bank relating to the subject matter of this Contract.

XVIII. NO THIRD PARTIES

The parties agree that: (a) this Contract is for the benefit of the parties to this Contract and is not intended to confer any rights or benefits on any third party, except as set forth in Section VI; and (b) there are no third-party beneficiaries to this Contract or any specific term of this Contract, except as set forth in Section VI.

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EXECUTED, under seal, effective as of the Effective Date.

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

**PHILADELPHIA LAND
BANK**

By: _____

Name:

Title:

By: _____

Angel Rodriguez

Executive Director

EXHIBIT A

PHDC's general and administrative expenses, to be allocated to the Land Bank pursuant to Section IIIA(1) are as follows:

- Fidelity Insurance
- Payroll Services
- Phone system (landlines)
- Unemployment compensation
- Prescription costs for PHDC employees.

EXHIBIT B

LIMITED POWER OF ATTORNEY

Procurement of Insurance Brokerage Services and Insurance

I, Frederick S. Purnell, Sr., in my capacity as the Chair of the Philadelphia Land Bank, a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107 ("PLB"), hereby designate the Philadelphia Housing Development Corporation ("PHDC"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107, as the attorney-in-fact for PLB (referred to as "the Agent") on the following terms and conditions:

1. Authority. The Agent is authorized to act for and on behalf of PLB and exercise all necessary and appropriate power, authority and control to solicit, negotiate, execute documents, pay and take other actions required to procure and maintain qualified insurance broker services and adequate insurance coverage for PLB and its directors, officers, employees and operations.

2. Durability. This Power of Attorney shall expire June 30, 2020, or at an earlier date if revoked by me or my successor in office in writing or by written resolution of the PLB Board of Directors, or at such time as PLB ceases operations or is dissolved, whichever occurs first.

3. Reliance by Third Parties. Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent hereinunder. No person who acts in reliance on the representations of the Agent or the authority granted under this Limited Power of Attorney shall incur any liability to PLB for permitting the Agent to exercise any power prior to actual knowledge that the Limited Power of Attorney has been revoked or terminated by operation of law or otherwise.

4. Reimbursement of Agent. PLB shall reimburse the Agent, on a quarterly basis, a sum equal to (i) its pro rata share of the annual aggregate insurance brokerage service fees and related expenses incurred by PHDC and PLB, as calculated by the Finance Director of PHDC, which amount shall be the product of the pro rata share of the insurance brokerage fees and related expenses incurred in the invoiced quarter (calculated by dividing the annual aggregate insurance premiums owed by PLB for the fiscal year in which the invoice is billed by the annual aggregate insurance premiums owed by PHDC and PLB for the same fiscal year) multiplied by the aggregate amount of insurance

Brokerage service fees and related expenses incurred by PHDC and the Land Bank in the invoiced quarter, and (ii) all premiums paid by PHDC in the invoiced quarter for any insurance that covers PLB.

5. Indemnification of Agent. No agent named or substituted in this Limited Power of Attorney shall incur any liability to PLB for acting or refraining from acting under this Limited Power of Attorney, except for such agent's own misconduct or negligence. Therefore, except for such agent's own misconduct or negligence, PLB agrees to indemnify and hold harmless any agent named or substituted in this Limited Power of Attorney for any court costs, civil judgments, or reasonable attorney fees that are incurred as a result of exercising the powers described herein.

Date: June 12, 2017

[Signature]

Signed in the presence of:

[Signature]

Witness

[Signature]

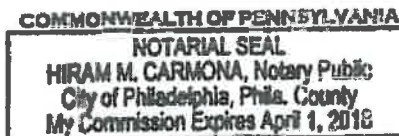
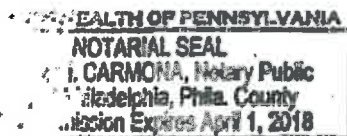
Witness

Subscribed and sworn to before me on June 12, 2017.

[Signature]

Notary Public, Philadelphia, Pennsylvania

My commission expires 4/1/2018



RESOLUTION NO. 2018 – _____

**RESOLUTION GRANTING AUTHORIZATION TO ACQUIRE TAX DELINQUENT
PROPERTY, SUBJECT TO CERTAIN TERMS AND CONDITIONS**

WHEREAS, pursuant to Resolution 2018-11, adopted on March 22, 2018, the Board of Directors of the Philadelphia Land Bank (the "**Board**") authorized the Board Chair, Vice-Chair, and the Executive Director to bid for and acquire Tax Sale Properties not to exceed a maximum expenditure of \$2,124,000 ("**Prior Spending Limit**");

WHEREAS, the Board desires to increase the Prior Spending Limit pursuant to this Resolution.

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

1. The Spending Limit of \$2,124,000 set forth in Resolution 2018-11 is hereby increased to _____.
2. All other terms of Resolution 2018-11 shall continue in full force and effect