



1234 Market St., 16<sup>th</sup> Floor, Philadelphia PA 19107  
philadelphialandbank.org

**Board of Director's Meeting  
July 12, 2018 - 3:30 PM  
Agenda**

1. Roll Call
2. Public Comment
3. Approval of Minutes for the Meeting of June 14, 2018
4. Property Dispositions
  - 1106 North Street
  - 1248-52 S. 23rd Street
  - 2022 Kimball Street
  - 2145-49 N. 15th Street (Community Ventures)
5. Resolution Approving Philadelphia Land Bank Operating Budget for Fiscal Year Ending 2019
6. Resolution Granting Authorization to Acquire Properties at Judicial Sale, Subject to Certain Terms and Conditions
7. Resolution Authorizing Acquisition of 5423-27 Lena Street; Conveyance of 5423-27 Lena Street to the Philadelphia Redevelopment Authority; and a Purchase and Management Agreement Between the Philadelphia Land Bank and the Philadelphia Redevelopment Authority
8. Resolution Authorizing a Third Amendment to Amended and Restated Memorandum of Understanding between the Philadelphia Redevelopment Authority and the Land Bank
9. Resolution Authorizing Professional Services Agreement Between Philadelphia Land Bank and Interface Studio LLC for 2019 Strategic Plan
10. Resolution Authorizing Change from Citizens Bank to ~~First~~ Republic Bank
11. Executive Director's Report (including update on property transfers, acquisition, and sales)
12. Adjournment

**THIS MEETING IS OPEN TO THE PUBLIC**

## **PHILADELPHIA LAND BANK**

### **BOARD MEETING MINUTES**

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A Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Thursday, June 14, 2018, commencing at 3:51 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 3:51 p.m.

#### **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; (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's Sale; (3) that certain litigation matter entitled "City of Philadelphia v. Columbia Investment Corp. and Philadelphia Land Bank" filed in the Philadelphia Court of Common Pleas, Case No. 1411T0601, involving a Petition to Set Aside Sheriff's Sale; and (4) that certain litigation matter entitled "City of Philadelphia v. Reynolds H. Davis, Irene M. Davis, Projo, Inc. and Philadelphia Land Bank" filed in the Philadelphia Court of Common Pleas, Case No. 1611T0322, involving a Petition to Set Aside Sheriff's Sale. During Executive Session, Ryan Harmon, General Counsel for the Philadelphia Redevelopment Authority, made a presentation, and the Board received information, regarding 5423-27 Lena Street.

#### **Agenda Item 1**

##### **Roll Call**

The following members of the Board of Directors reported present: Christian Dunbar, Michael Koonce, Rick Sauer, Paulette Adams, Dominique Casimir, Richard DeMarco and Majeedah Rashid (arrived at 4:03 PM).

The following members of the Board of Directors were not present: Jennifer Kates, Blane Stoddard, Lauren Vidas, and Courtney Voss.

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

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.

Jenny Greenberg, Executive Director of Neighborhood Gardens Trust (NGT), made a statement supporting conveyance of 2304-06 Emerald Street to NGT.

Vivian Van Story from Community Land Trust Corporation made a statement opposing conveyance of 1238 N. 15<sup>th</sup> Street to Derrick Jacobs.

Angelica Gibbs asked about the process to acquire property from the Land Bank. Ms. Jackson gave a general overview and offered to discuss this further with Ms. Gibbs.

Robert Schulman made a statement supporting conveyance of 2304-06 Emerald Street to NGT.

Joshua Grace made a statement supporting conveyance of 2304-06 Emerald Street to NGT.

There were no other comments from the public.

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

Mr. Dunbar called for a motion to approve the minutes of the Board meeting of May 10, 2018.

Mr. Koonce made a motion to approve the minutes of the Board meeting of May 10, 2018. The motion was seconded by Ms. Casimir.

Upon motion made and duly seconded, the Board approved the minutes of the May 10, 2018 Board meeting as presented.

**Agenda Item 4**  
**Property Dispositions**

**A. 2304-06 Emerald Street**

Bradley Vassallo requested that the Board approve the conveyance of 2304-06 Emerald Street to Neighborhood Gardens Trust, a non-profit entity, for \$1.00. This garden has been in existence for ten years and is currently organized by the adjacent neighbor. The majority of the gardeners are community residents. More than half the property operates as a community farm. The garden offers kids' activities, community events and cooking classes. The garden gives away 1500 pounds of produce to neighbors and a local soup kitchen every year. Neighborhood Gardens Trust will continue to maintain the lot as a garden. This project received VPRC approval on May 8, 2018 and City Council approval on June 7, 2018. No EOP is required for

this project. The applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligation, conflicts of interest or unresolved City or L&I violations.

The Board deliberated and asked questions regarding the conveyance of 2304-06 Emerald Street, which the Land Bank staff addressed.

Mr. Dunbar called for a motion to approve the Resolution Authorizing Conveyance of 2304-06 Emerald Street.

Mr. Sauer made a motion to approve the Resolution Authorizing Conveyance of 2304-06 Emerald Street. The motion was seconded by Mr. Koonce.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing Conveyance of 2304-06 Emerald Street attached as Exhibit A to these minutes.

**B. 1238 N. 15th Street**

The Resolution Authorizing Conveyance of 1238 N. 15th Street was tabled because City Council had not yet authorized this conveyance.

**C. 1252 N. 25th Street**

The Resolution Authorizing Conveyance of 1252 N. 25th Street was tabled because City Council had not yet authorized this conveyance.

Board member Majeedah Rashid arrived at 4:03 PM.

**D. 10R Nolan Court**

Mr. Cusano read the letter from Board member Mr. DeMarco attached as Exhibit B to these minutes and Mr. DeMarco left the room.

Bradley Vassallo then requested that the Board approve the conveyance of 10R Nolan to GDC Francisville Associates, LLC (Michael Koep) for \$35,000.00. This is a direct sale, as the developer owns over 75% of the development site (845-851 N. 15th Street). The parcel at 10R Nolan Court is land-locked and sits behind 847 N. 15th Street. The developer is proposing to develop eight (8) multi-family rental units on the development site. This project received VPRC approval on May 8, 2018 and City Council approval on June 14, 2018. The EOP will apply for this project. The applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligation, conflicts of interest or unresolved City or L&I violations.

The Board deliberated and asked questions regarding the conveyance of 10R Nolan Court, which the Land Bank staff addressed.

Mr. Dunbar called for a motion to approve the Resolution Authorizing Conveyance 10R Nolan Court.

Mr. Koonce made a motion to approve the Resolution Authorizing Conveyance of 10R Nolan Court. The motion was seconded by Ms. Casimir.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing Conveyance of 10R Nolan Court attached as Exhibit C to these minutes.

Mr. DeMarco re-entered the room.

**E. 2006 N. Woodstock Street**

Stephen Novotny requested that the Board approve the conveyance of 2006 N. Woodstock Street to New Jerusalem Laura, a nonprofit entity located at 2011 W. Norris Street, for \$1.00. The applicant is working with the City to acquire City-owned lots 2002 and 2004 N. Woodstock St. This parcel is presently being maintained as open space, but it will be maintained as open space and a garden in the future. This project received VPRC approval on May 8, 2018 and City Council approval on June 14, 2018. No EOP is required for this project. The applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligation, conflicts of interest or unresolved City or L&I violations.

**F. 4546 N. Marvine Street**

Bradley Vassallo requested that the Board approve the conveyance of 4546 N. Marvine Street to the owner of the adjacent property, Isaiah Elijah, who lives at 4548 N. Marvine Street. The applicant tries to maintain the lot and remove the trash. He plans to install a new fence. Because the parcel is side/rear yard eligible under the City's disposition policy, the disposition price is \$1.00. This project received VPRC approval on December 12, 2017 and City Council approval on May 17, 2018. The applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligation, conflicts of interest or unresolved City or L&I violations.

Mr. Dunbar called for a motion to approve the Resolution Authorizing Conveyance of 2006 N. Woodstock Street and the Resolution Authorizing Conveyance of 4546 N. Marvine Street.

Mr. Koonce made a motion to approve the Resolution Authorizing Conveyance of 2006 N. Woodstock Street and the Resolution Authorizing Conveyance of 4546 N. Marvine Street. The motion was seconded by Ms. Adams.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing Conveyance of 2006 N. Woodstock Street and the Resolution Authorizing Conveyance of 4546 N. Marvine Street attached as Exhibit D and Exhibit E, respectively, to these minutes.

**G. 1248-52 S. 23rd Street**

Stephen Novotny requested that the Board approve the conveyance of 1248-52 S. 23rd Street to Lily South 23rd Street, LLC for \$361,000. This property was listed for competitive bid with an appraisal value of \$340,000. Five bids were received, one of which was incomplete. The highest bid was \$370,000, but Lily South 23rd Street was scored the most qualified bid based on the company's extensive experience developing new construction in the City. The applicant proposes to construct three (3) single-family homes for market-rate sale. The project received VPRC approval on May 8, 2018 and City Council approval on June 7, 2018. The EOP will apply for this project. The applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligation, conflicts of interest or unresolved City or L&I violations.

Ms. Casimir and other board members asked questions regarding the size of the homes to be built and the per square foot construction cost. The Board discussed these concerns and as a result the conveyance of 1248-52 S. 23rd Street was tabled until the July 2018 Board meeting.

#### **H. 2340 N. 19th Street**

Bradley Vassallo requested that the Board approve the conveyance of 2340 N. 19th Street to the owner of the adjacent property, Carolyn Williams, who lives at 2338 N. 19th Street. The applicant maintains this lot from trash and tries to keep it clean. Because the parcel is side/rear yard eligible under the City's disposition policy, the disposition price is \$1.00. This project received VPRC approval on May 8, 2018 and City Council approval on June 14, 2018. The applicant is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligation, conflicts of interest or unresolved City or L&I violations.

Ms. Casimir expressed a concern about the ability of a purchaser to resell a property purchased as a side yard from the Land Bank. Mr. Rodriguez explained that resale and redevelopment restrictions are placed in the Purchase and Development Agreement and the deed for all properties sold as side or rear yards, and that the applicant can only purchase a property directly adjacent to his or her residence as a side or rear yard.

Mr. Dunbar called for a motion to approve the Resolution Authorizing Conveyance of 2340 N. 19th Street.

Mr. Koonce made a motion to approve the Resolution Authorizing Conveyance of 2340 N. 19th Street. The motion was seconded by Mr. DeMarco.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing Conveyance of 2340 N. 19th Street attached as Exhibit F to these minutes.

#### **Agenda Item 5**

#### **Resolution Authorizing the Purchase of Commercial General Liability Insurance**

Mr. Cusano provided an overview for the renewal of Commercial General Liability Insurance. Mr. Cusano informed the Board that the coverage amounts have not changed from last year. Mr. Cusano further informed the Board that the prior policy year was a partial year (12/9/17 to 7/1/18) in order to coordinate a concurrent policy year with PHDC and that the current policy year runs from July 1, 2018 to June 30, 2019. Mr. Cusano further informed the Board that the current annual premium is \$244,397, which is approximately \$22,000 less than last year's premium on an annualized basis.

Mr. Dunbar called for a motion to approve the Resolution Authorizing the Purchase of Commercial General Liability Insurance.

Ms. Casimir made a motion to approve the Resolution Authorizing the Purchase of Commercial General Liability Insurance. The motion was seconded by Mr. Sauer.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing the Purchase of Commercial General Liability Insurance attached as Exhibit G to these minutes.

#### **Agenda Item 6**

#### **Resolution Authorizing a Third Amendment to Amended and Restated Memorandum of Understanding between the Philadelphia Redevelopment Authority and the Land Bank**

This item was removed from the agenda prior to today's meeting.

#### **Agenda Item 7**

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

This item was tabled at the May 2018 Board meeting so that certain concerns expressed by the Board could be addressed. Mr. Cusano explained that those concerns have been addressed and provided the Board with a summary of changes that were made to the Amended and Restated Management Contract (the "Agreement") since the May 2018 Board meeting.

Mr. Cusano explained that the Agreement was revised to state in Section I.A. that the hiring and/or appointment and dismissal of 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 appointment or dismissal is opposed by a majority of the Land Bank Board.

Mr. Cusano further explained that Section III.B. was also revised to address fees for insurance brokerage services and auto insurance premiums.

Lastly, Mr. Cusano explained that the Resolution was revised, as requested by the Board, to remove "materially adverse" and to instead state that modifications to the Agreement may only be made by the Executive Director without further Board approval "provided, that any modifications are, in the opinion of Senior Counsel, not material".

The Board deliberated and asked questions which Mr. Cusano answered.

Mr. Dunbar called for a motion to approve the Resolution Authorizing an Amended and Restated Management Contract between the Philadelphia Land Bank and Philadelphia Housing Development Corporation.

Mr. DeMarco made a motion to approve this Resolution. The motion was seconded by Ms. Adams.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing an Amended and Restated Management Contract between the Philadelphia Land Bank and Philadelphia Housing Development Corporation attached as Exhibit H to these minutes.

**Agenda Item 8**  
**Resolution Granting Authorization To Acquire Tax Delinquent Property, Subject To**  
**Certain Terms And Conditions**

Mr. Cusano requested that the Board increase the spending limit in Resolution 2018-11 by \$251,000 from \$2,124,000 to \$2,375,000.

Mr. Cusano explained the need for this increase utilizing the handout attached to these minutes as Exhibit J and that, while the handout indicated an increase of \$230,595, the request for a \$251,000 increase is to allow for unforeseen acquisition costs which could occur due to a change in real estate, water, and gas amounts until the tax sale date.

The Board had questions regarding the effect on the budget, to which Mr. Rodriguez then informed the Board that there are underspent funds in other budget categories that can be used for additional acquisitions before the end of the fiscal year (June 30, 2018).

The Board deliberated and asked additional questions which Mr. Rodriguez and Mr. Cusano answered.

Mr. Dunbar called for a motion to approve the Resolution Granting Authorization To Acquire Tax Delinquent Property, Subject To Certain Terms And Conditions with a revised spending limit of \$2,375,000.

Mr. Koonce made a motion to approve this Resolution with a revised spending limit of \$2,375,000. The motion was seconded by Ms. Casimir.

Upon motion made and duly seconded, the Board approved the Resolution Granting Authorization To Acquire Tax Delinquent Property, Subject To Certain Terms And Conditions with a revised spending limit of \$2,375,000 attached as Exhibit I to these minutes.

**Agenda Item 9**  
**Executive Director's Report**

Mr. Rodriguez distributed the handouts attached as Exhibit J to these minutes.

Mr. Rodriguez provided the Board with an update on completed acquisitions and upcoming delinquent tax acquisitions for June 2018 as indicated on Exhibit J and answered questions from the Board regarding acquisitions. He also provided the Board with an update on dispositions, explained the disposition handouts included in Exhibit J to these minutes, and answered questions from the Board regarding dispositions.

Mr. Rodriguez then provided the Board with an update on the status of Expressions of Interest ("EOIs") and an updated spreadsheet regarding EOI status (included in Exhibit J) as requested by Ms. Kates at the May 2018 Board meeting, and answered questions from the Board regarding the process and time frame for responding to and processing EOIs.



Next, Mr. Rodriguez provided an update on staffing and changes to the organizational chart included in Exhibit J and answered questions from the Board regarding staffing. He also thanked Brian Romano, Project Manager II, who was assigned to the Land Bank from the Philadelphia Redevelopment Authority for FYE 2018, for his service to the Land Bank.

Moving on to financial matters, Mr. Rodriguez discussed the draft FYE 2019 budget and informed the Board that the FYE 2019 budget will be presented at the July 2018 Board meeting. The Board discussed the possibility of transferring accounts to another bank to reduce bank fees, and Mr. Rodriguez stated that the staff will explore options and report back to the Finance committee.

Mr. Rodriguez then gave an update on the Strategic Plan RFP and indicated that there will be a meeting with members of the Strategic Planning committee to discuss the sole applicant. The Board indicated its desire for the Strategic Plan to explain the complexity of parcel acquisition and parcel disposition processes and timing and the various factors that influence the Land Bank's ability to meet its acquisition and disposition goals.

#### **Agenda Item 10** **Adjournment**

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

Mr. Koonce made a motion to adjourn the meeting. Ms. Casimir seconded the motion.

Upon motion made and duly seconded, the Board approved to adjourn the meeting. Mr. Dunbar declared the meeting adjourned at 5:03 p.m.

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SECRETARY TO THE BOARD

## **EXHIBIT A**

### **RESOLUTION NO. 2018 – 23 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.

**ADOPTED 6/14/2018**

## EXHIBIT B



Lauletta Birnbaum  
ATTORNEYS AT LAW

Richard DeMarco, Esquire  
Direct Dial: (215) 644-3943  
Email: rdemarco@lauletta.com

June 12, 2018

VIA CERTIFIED MAIL  
Angel Rodriguez, Executive Director  
Philadelphia Land Bank  
1234 Market Street, 16<sup>th</sup> Floor  
Philadelphia PA 19107

**RE: 10R Nolan Court, Philadelphia PA.**

Dear Angel:

It is my understanding that the above property is likely to be submitted at some future date to the Land Bank Board for approval for sale to an entity which is controlled by a current client of mine, Mike Koep. Please be advised that I am not representing Mr. Koep in this transaction (I have represented him in zoning related matters), and I am not representing him before the Land Bank Board (of which I am a board member). Accordingly, I do not believe a conflict of interest exists. However, in all caution, should any proposal involving the above property ever be considered by the Land Bank Board, I will recuse myself from any vote relating to the above property, leave the room, and refrain from discussing the Board proposal with any other board member or staff member.

Thank you for your consideration.

Sincerely,

LAULETTA BIRNBAUM, LLC

By: /s/ Richard C. DeMarco  
Richard DeMarco, Esq.

cc: Board of Ethics General Counsel (via certified mail)  
Christian Dunbar, Chairman, Land Bank Board (via certified mail)  
Dept. of Records Commissioner (via certified mail)

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3-1066.1

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## **EXHIBIT C**

### **RESOLUTION NO. 2018 – 24 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. 180616 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.

**ADOPTED 6/14/2018**

## **EXHIBIT D**

### **RESOLUTION NO. 2018 – 25 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. 180615 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.

**ADOPTED 6/14/2018**

## **EXHIBIT E**

### **RESOLUTION NO. 2018 – 26 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.

**ADOPTED 6/14/2018**

## **EXHIBIT F**

### **RESOLUTION NO. 2018 – 27 RESOLUTION AUTHORIZING CONVEYANCE OF 2340 N. 19<sup>th</sup> 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. 19<sup>th</sup> 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. 180618 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.

**ADOPTED 6/14/2018**

## **EXHIBIT G**

### **RESOLUTION NO. 2018 - 28 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**

\$244,397.00

#### **Term**

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

**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.

**ADOPTED 6/14/2018**

## **EXHIBIT H**

### **RESOLUTION NO. 2018 – 29 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.

**ADOPTED 6/14/2018**

**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, 17<sup>th</sup> 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, 16<sup>th</sup> 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 I**

### **RESOLUTION NO. 2018 – 30 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 ("**Spending Limit**");

**WHEREAS**, the Board desires to increase the 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 Two Million One Hundred Twenty Four Thousand Dollars (\$2,124,000) set forth in Resolution 2018-11 is hereby increased to Two Million Three Hundred Seventy Five Thousand Dollars (\$2,375,000).
2. All other terms of Resolution 2018-11 shall continue in full force and effect.

**ADOPTED 6/14/2018**

## EXHIBIT J (1 of 6)

### Land Bank Update as of June 14, 2018

#### TAX ACQUISITIONS Status Report as of 6/14/2018:

##### **FY 2018**

FY 2018 Budgeted Acquisitions .....	\$2,550,400.00	
Less: Acquisitions to Date .....	(\$1,305,855.38)	
<b>Net Balance at end of FY18 .....</b>	<b>\$1,244,544.62</b>	(A)
Proposed Acquisitions by		
6/30/2018 .....	\$1,353,968.07	(B)
FY18 Acq. Postponed to FY19 .....	-\$109,423.45	(B-A=C)
Approved to Acquire in FY19 .....	\$1,350,995.70	(D)
<b>Proposed Acquisitions in FY19 .....</b>	<b>\$1,241,572.25</b>	(C+D)

Spending limit Per Resolution	\$2,124,000.00
April	(\$713,492.16)
May	(\$287,134.95)
<b>Remaining Spending Authority</b>	<b>\$1,123,372.89</b>
<b>Amount over (under) Spending Authority</b>	<b>\$230,595.18</b>

To date the Land Bank has acquired 134 parcels under the new MOU executed in October 2017. The Land Bank expects to acquire an additional 155 parcels next week at Sherriff Sale bringing the total number of parcels acquired in FY 18 to 289 parcels, 89% of Acquisition Goal for year two of the 2017 Strategic Plan.

#### **DISPOSITIONS: SEE ATTACHED**

As of June 14, 2018 The Land Bank has gone to settlement on 144 units/lots for FY 18. This is 44% of the total disposition goal of 325 units/lots as outlined in the Strategic Plan for Year 2.

Currently PLB staff is processing 301 lots towards settlement. The attached report shows what stage and intended use, by council district the lots are.



## EXHIBIT J (2 of 6)

### EOI SUMMARY

Number of Expression Of Interest System wide:

EOI SUMMARY	
Philadelphia Land Bank	# OF PARCELS
TOTAL # PARCELS THAT ARE AVAILABLE FOR DISPOSITION	1,609
NO EXPRESSION OF INTEREST	824
1 EXPRESSION OF INTEREST	329
2 or MORE EXPRESSIONS OF INTEREST	456

#### UPDATE FOR PLB PROCESSING OF SINGLE EOIs:

Of the 1,011 parcels in the "1 EXPRESSION OF INTEREST," the Land Bank has 329 parcels. Since publishing the EOI report, the Land Bank has closed 146 EOIs because the parcels were unavailable leaving 183 EOIs to be vetted.

- Of the 183:
  - 10 have been closed
  - 7 are being processed for sale
  - 1 has been included in an RFP
- Leaving 165 to be processed May PLB Board meeting.
- As of June 14, 2018:

CLOSED	14
Waiting for the property application form.	31
Awaiting Conflict Interest Form, Tax Cert	108
Applicant unresponsive	3
Waiting for an appraisal.	6
Garden	2
Needs a support letter for a side yard.	1
Total	165

#### STAFFING:

This past month PLB Staff conducted a time study for all disposition processes:

- RFP,
- Competitive Bid,
- Side Yard,
- Business Expansion,
- Garden Open Space.

As a result of the study we realized that the organization needed more Clerk III. In an effort to balance the budget, the Special Project Coordinator has been removed from the organization chart and we have inserted two (2) additional Clerk III positions. SEE ATTACHED

We have also begun the interview process for a third Sr. Development Specialist.



## EXHIBIT J (3 of 6)

### FISCAL

Presented a Draft Budget to Finance Committee

- The Budget will be presented to the Board in July after the passage of the City's budget
- The Land Bank has \$4,168,000 allocated for operations and acquisitions.
  - We are in the process of reviewing any operational Cash Flow issues such as drawdowns with the Revenue and Budget Department next week.
  - With the approval of continued spending authority by this Board the Land Bank will continue to acquire properties through the next fiscal quarter.



# EXHIBIT J (4 of 6)

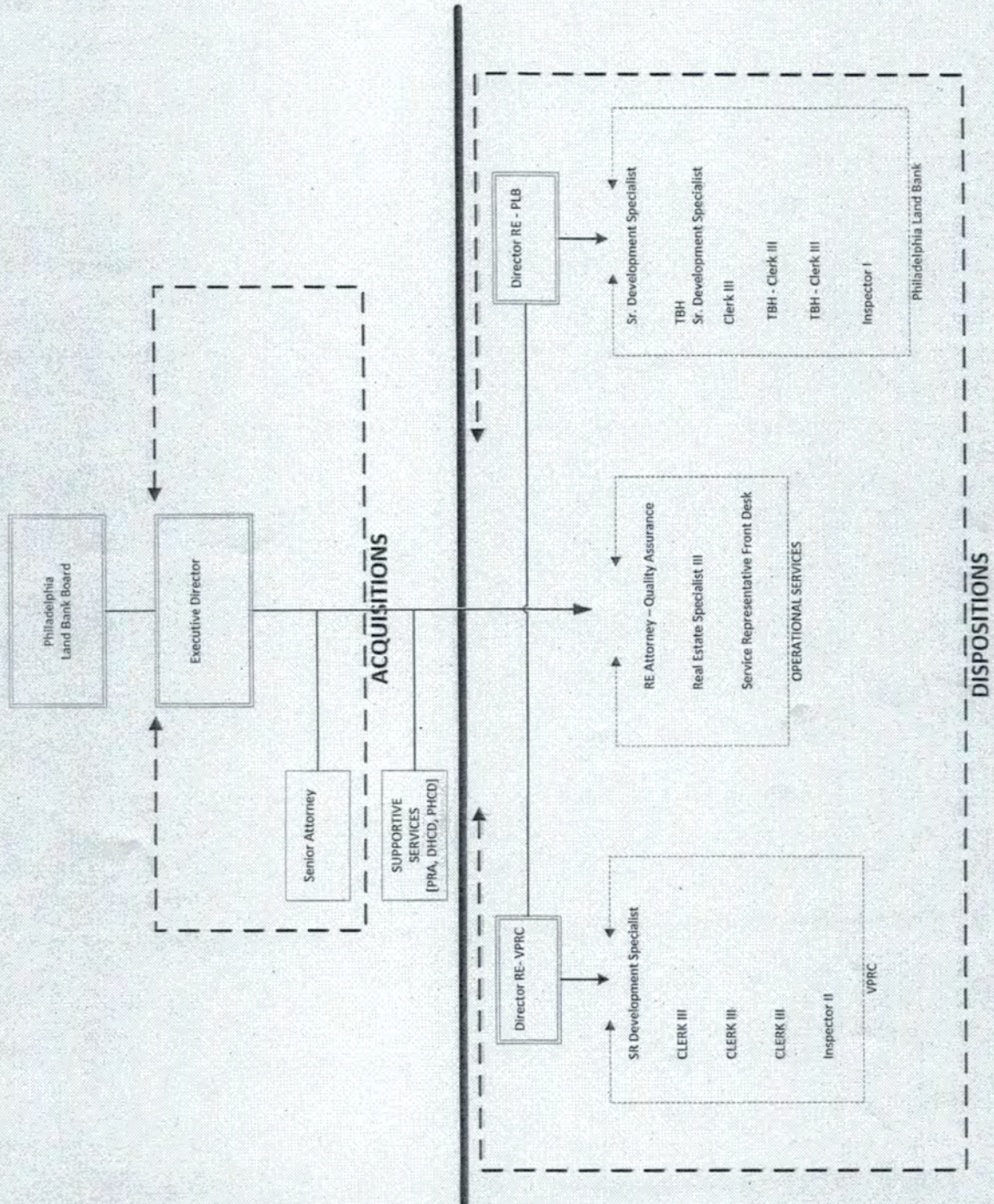




EXHIBIT J (5 of 6)

Report Date: 6/14/2018		YEAR 2 - COMPLETED SETTLEMENTS 7/1/2017 – 6/30/2018												
Disposition Type	STRATEGIC PLAN GOALS	COUNCIL DISTRICT										TOTAL	% TO GOAL	
		1	2	3	4	5	6	7	8	9	10			
Side Yards (LOTS)	81	0	0	0	0	1	0	1	0	0	0	2	2%	
Total Housing/Mixed Use (UNITS)	205	1	0	0	0	118	0	0	0	0	0	119	58%	
(20%) 30% or below of AMI	41	0	0	0	0	9	0	0	0	0	0	9	22%	
(30%) 31% to 60% of AMI	62	0	0	0	0	80	0	0	0	0	0	80	129%	
(25%) 61% to 120% of AMI	51	0	0	0	0	12	0	0	0	0	0	12	24%	
(25%) Non Income-Restricted	51	1	0	0	0	17	0	0	0	0	0	18	35%	
Business Expansions (LOTS)	6	0	0	0	0	0	0	0	0	0	0	0	0%	
Gardens/Open Space (LOTS)	33	1	3	0	0	3	8	8	0	0	0	23	70%	
Unknown	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL DISPOSITIONS	325	2	3	0	0	122	8	9	0	0	0	144	44%	



# EXHIBIT J (6 of 6)

Report Date: 6/14/2018		YEAR 2 DISPOSITIONS - IN PROGRESS 7/1/2017 - 6/30/2018									
Disposition Type	COUNCIL DISTRICT										TOTAL
	1	2	3	4	5	6	7	8	9	10	
<b>Side Yard</b>	0	1	0	0	3	0	7	0	0	0	11 Lots
Pre-Planning	0	1	0	0	3	0	1	0	0	0	5
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	0	0	0	0	0	0	2	0	0	0	2
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	0	0	0	0	0	4	0	0	0	4
Cancelled	1	0	0	0	1	0	0	0	0	0	2
<b>Housing/Mixed Use</b>	1	20	7	0	115	0	54	0	0	0	197 Units
<b>30% or below of AMI</b>	0	0	0	0	0	0	0	0	0	0	0
Pre-Planning	0	0	0	0	0	0	0	0	0	0	0
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	0	0	0	0	0	0	0	0	0	0	0
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	0	0	0	0	0	0	0	0	0	0
Cancelled	0	0	0	0	0	0	0	0	0	0	0
<b>31 % to 60% of AMI</b>	0	0	0	0	84	0	0	0	0	0	84
Pre-Planning	0	0	0	0	0	0	0	0	0	0	0
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	0	0	0	0	0	0	0	0	0	0	0
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	0	0	0	84	0	0	0	0	0	84
Cancelled	0	0	0	0	0	0	0	0	0	0	0
<b>61% to 120% of AMI</b>	0	20	7	0	26	0	6	0	0	0	59
Pre-Planning	0	0	0	0	0	0	6	0	0	0	6
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	0	0	0	0	0	0	0	0	0	0	0
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	20	7	0	26	0	0	0	0	0	53
Cancelled	0	0	0	0	0	0	0	0	0	0	0
<b>Non-Income Restricted</b>	1	0	0	0	5	0	48	0	0	0	54
Pre-Planning	0	0	0	0	0	0	0	0	0	0	0
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	1	0	0	0	1	0	36	0	0	0	38
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	0	0	0	4	0	12	0	0	0	16
Cancelled	0	0	0	0	1	0	0	0	0	0	1
<b>Business Expansion</b>	0	0	0	1	2	0	2	0	0	0	5 Lots
Pre-Planning	0	0	0	1	0	0	0	0	0	0	1
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	0	0	0	0	2	0	0	0	0	0	2
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	0	0	0	0	0	2	0	0	0	2
Cancelled	0	0	0	0	0	0	0	0	0	0	0
<b>Garden/Open Space</b>	0	0	0	0	2	0	8	0	0	0	10 Lots
Pre-Planning	0	0	0	0	0	0	6	0	0	0	6
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	0	0	0	0	0	0	0	0	0	0	0
Developer Selection	0	0	0	0	0	0	0	0	0	0	0
Disposition Approvals	0	0	0	0	1	0	2	0	0	0	3
Settlement	0	0	0	0	1	0	0	0	0	0	1
Cancelled	0	0	0	0	0	0	3	0	0	0	3
<b>Unknown</b>	6	62	1	0	8	0	1	0	0	0	78 Lots
Pre-Planning	0	61	0	0	1	0	1	0	0	0	63
Package Preparation	0	0	0	0	0	0	0	0	0	0	0
Posting	6	0	1	0	6	0	0	0	0	0	13
Developer Selection	0	1	0	0	1	0	0	0	0	0	2
Disposition Approvals	0	0	0	0	0	0	0	0	0	0	0
Settlement	0	0	0	0	0	0	0	0	0	0	0
Cancelled	0	0	0	0	0	0	0	0	0	0	0
<b>Total Pipeline</b>	7	83	8	1	130	0	72	0	0	0	301

GUEST SIGN-IN SHEET



BOARD OF DIRECTORS  
REGULAR MEETING

Thursday, June 14, 2018 at 3:30 PM

1234 Market Street, 17<sup>th</sup> Floor, Philadelphia, PA 19107

ALL GUESTS ARE REQUIRED TO SIGN-IN  
THIS SIGN-IN SHEET WILL BE PART OF THE MEETING MINUTES AND ANY INFORMATION CONTAINED HEREIN WILL BE MADE PUBLIC

	NAME	COMPANY	EMAIL
1	Baeri-An Jackson	Royal Living Management	clm.reinvestor@gmail.com
2	Tariq Muhammad	Royal Living Management	
3	Kareem M. Doe	Cann Beckett Program	PAULSST@mail.com
4	Vivian Wadsworth	Community/Lead Trust Corp	LTTC30NET2018XET
5	Sirron Corneille	Home Owner	Sirron.Corneille@gmail.com
6	Rob Cashon	Home Owner	Trebor-91102@yahoo.com
7	Rob Cashon	Home Owner	rob.cashon1@gmail.com
8	Malana Moore	NGT	mmore@pennhort.org
9	Jennifer Greenberg		
10	ANNE LISA GIBBS	LCFF	✓
11	Patricia A. Way	VIP, LLC	villagipine@gmail.com
12	Josha Grace	Card of Hope	



GUEST SIGN-IN SHEET



BOARD OF DIRECTORS

REGULAR MEETING

Thursday, June 14, 2018 at 3:30 PM

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

ALL GUESTS ARE REQUIRED TO SIGN-IN

	NAME	COMPANY	EMAIL
13	Winnie Brantson	Brantson Strategies	Wbrantson@brantsonstrategies.com
14			
15			
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20			
21			
22			
23			
24			

**RESOLUTION NO. 2018 – \_\_\_\_\_**

**RESOLUTION AUTHORIZING CONVEYANCE OF  
1108 NORTH STREET TO LOUISE SMITH**

**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 1108 North Street (the "Property") at its public meeting held on June 12, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180662, adopted on June 21, 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 Louise Smith 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):	Louise Smith
Applicant's Primary Residency Address:	1108 North Street
Application Date & Project Case #:	May 3, 2018
Number of EOIs Received:	8
Address of Property:	1106 North Street
Zoning & Council District:	RSA-5 CD# 5
OPA Value:	\$ 63,000.00

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:	Property is already improved

Staff Recommendation:

Staff recommends conveying this parcel to Ms. Smith as a side yard. Ms. Smith purchased her property at 1108 North Street in 1978. In 1982, she was a participant in the HIP program with the Redevelopment Authority. The parcel at 1106 North Street was owned by PHDC at the time and was enclosed and made into a side yard. The alley way, which was adjacent to 1108 North Street, was moved to the far end of 1106 North Street so Ms. Smith would have contiguous use of her property. The City was never notified of this change and the parcel at 1106 North Street should have never been conveyed to the Land Bank and should have been conveyed to Ms. Smith.

The Land Bank is currently working on having the legal description for 1106 North Street changed as well as having the alleyway approved by the Streets Department.

The applicant is already using this as a side yard. 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  
1248-52 S. 23<sup>rd</sup> STREET TO LILY SOUTH 23<sup>RD</sup> 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. 23<sup>rd</sup> 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 23<sup>rd</sup> 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 <sup>rd</sup> 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 <sup>rd</sup> Street
Council District & Zoning:	Council District 2; RSA-5
Accepted Sale Price*:	1248-52 S. 23 <sup>rd</sup> 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: approximately 6,600 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 11:55



**RESOLUTION NO. 2018 –**

**RESOLUTION AUTHORIZING CONVEYANCE OF  
2022 KIMBALL STREET TO V2 PROPERTIES 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 2022 Kimball Street (the “**Property**”) at its public meeting held on April 10, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180468 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 V2 Properties LLC for One Hundred Seventy Five Thousand Dollars (\$175,000.00) 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):	Vincent S. Viney
Legal Entity, if applicable:	V2 Properties LLC
Applicant Mailing Address:	144 Buckwalter Road, Royersford, PA 19468
Application Date:	February 19, 2018
Property Addresses:	2022 Kimball Street
Council District & Zoning:	Council District #2; RSA-5
Accepted Sale Price*:	( \$175,000.00 ) Price determined by: <input type="checkbox"/> Appraisal <input type="checkbox"/> OPA <input checked="" type="checkbox"/> Other: Competitive Sale

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

STRATEGIC PLAN GOAL	<input checked="" type="checkbox"/> Housing (Single-family home ) <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 checked="" type="checkbox"/> Single Family <input type="checkbox"/> Multi-Unit & # of
TOTAL SQ FT	Total development: 2100 Sq. Ft. (includes finished basement)
CONSTRUCTION COSTS:	\$210,000
TOTAL PROJECT COSTS:	\$401,605 (includes acquisition price)
TOTAL PROJECT FUNDING*:	\$401,605 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 develop a single family home for sale to a homebuyer. Applicant has the support from Councilman Johnson. 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 not apply as this is a single-family home.

Prepared by: Brian Romano  
Reviewed by: Christi Jackson



**RESOLUTION NO. 2018 – \_\_\_\_\_**

**RESOLUTION AUTHORIZING CONVEYANCE OF  
2145, 2147, AND 2149 N. 15TH STREET TO COMMUNITY VENTURES**

**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 2145, 2147, and 2149 N. 15th Street (collectively, the "Property") at its public meeting held on June 12, 2018 and Philadelphia City Council approved conveyance of the Property by Resolution No. 180614, adopted on June 21, 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 Community Ventures for Three Dollars (\$3.00) 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):	David La Fontaine
Legal Entity, if applicable:	Community Ventures
Applicant Mailing Address:	1501 Cherry Street, Philadelphia, PA 19102
Application Date:	May 24, 2018 (This project was started 3 years ago)
Property Addresses:	2145, 2147 and 2149 N. 15 <sup>th</sup> Street
Council District & Zoning:	Council District #5; RM-1
Accepted Sale Price*:	( \$3.00 ) Price determined by: <input type="checkbox"/> Appraisal <input type="checkbox"/> OPA <input checked="" type="checkbox"/> Other: Affordable housing

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

STRATEGIC PLAN GOAL	<input checked="" type="checkbox"/> Housing (Multi-Family rental ) <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 (37 Units)
TOTAL SQ FT	Total development: 38,941 sq. ft.
CONSTRUCTION COSTS:	\$ 9,346,220
TOTAL PROJECT COSTS:	\$ 13,296,971
TOTAL PROJECT FUNDING*:	\$ 13,296,971 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

**Project Summary:**

Community Ventures is proposing to develop a thirty-seven (37) unit, scattered site, new-construction affordable rental housing development. The project will be owned by a to-be-formed limited partnership, with a sole purposed wholly-owned corporate subsidiary of Community Ventures serving as the sole managing general partner. Construction is projected to begin January 2019. The development will serve households with incomes up to 60% AMI, with 4 units reserved for households at 20% AMI and 4 units reserved for households at 50% AMI. In addition, 18 units will be developed to various accessibility standards and reserved for tenants with disabilities. All units will receive subsidy from PHA. The development team has significant experience successfully developing projects of similar type, scope, and target population. 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 City's EOP will apply.

**Staff Recommendation:**

Based on a feasibility review of the project, staff recommends the conveyance of 2145, 2147, and 2149 N. 15<sup>th</sup> Street to Community Ventures, contingent on the applicant's ability to secure project financing, including LIHTC.

Prepared by: Steve Novotny  
Reviewed by: Christi Jackson





**RESOLUTION NO. 2018 - \_\_\_\_**

**RESOLUTION APPROVING PHILADELPHIA LAND BANK  
OPERATING BUDGET FOR FISCAL YEAR ENDING 2019**

**WHEREAS**, the Board of Directors of the Philadelphia Land Bank (the "**Board**") was presented with the proposed budget for the fiscal year ending 2019 (attached to this Resolution), which itemizes the categories and amounts of expenses required to fund operations of the Philadelphia Land Bank ("**2019 Operating Budget**"); and

**WHEREAS**, section 309 of the Bylaws of the Philadelphia Land Bank ("**Bylaws**") requires that adoption or amendment of the annual budget be approved by a majority of the "entire Board of Directors" (defined in section 101 of the Bylaws as the total number of Directors that the Land Bank would have if there were no vacancies); and

**WHEREAS**, the Board deems it necessary and in the best interest of the Land Bank to approve and adopt the 2019 Operating Budget, subject to the terms of this Resolution.

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

1. The 2019 Operating Budget, as presented to the Board and attached to this Resolution, is hereby approved and adopted by a majority of the "entire Board of Directors".
2. The Land Bank staff will provide the Board with quarterly financial reporting comparing actual expenditures to the fiscal year end 2019 budgeted expenses.
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.



PHILADELPHIA LAND BANK DRAFT FISCAL 2019 OPERATING BUDGET @ 06/07/18  
JULY 1, 2018 TO JUNE 30, 2019

<b>SALARIES</b>	1,171,800	(1)
<i>Share of DHCD Support Salaries</i>	224,300	A
<i>Share of PHDC Admin Salaries</i>	145,900	B
<b><u>Fringe Benefits</u></b>		
FICA	89,600	
Pensions	111,000	(2)
Health Benefits		
Major Medical	190,500	(3)
Prescription Plan	64,000	(4)
Dental	11,600	
Vision	700	
Life Insurance	5,800	
Group Legal	3,200	
Worker's Compensation	11,300	
Unemployment Comp	8,400	
<b>Total Fringes</b>	496,100	
<b>TOTAL LAND BANK SALARIES &amp; FRINGES</b>	<b>2,038,100</b>	
<b><u>Purchase of Services</u></b>		
Telephone	9,700	
Training, Travel & Conferences	10,000	
Parking, Gas & Mileage	8,500	
Postage	3,000	
Advertising	10,000	
<i>Professional Services</i>		
Legal Fees	150,000	(5)
Audit and Accounting Consulting	42,000	
Payroll & Realist System	4,100	
Strategic Plan	75,000	(6)
Repair & Property Maintenance	3,000	
Rent of Office Space	41,000	
Insurance	262,619	(7)
Insurance broker fees	25,000	(8)
<b>Total Purchase of Services</b>	643,919	
<b><u>Materials &amp; Supplies</u></b>		
Books, Publications, Dues	5,000	
Office Material & Supplies	5,000	
Printing	10,100	
<b>Total Materials &amp; Supplies</b>	20,100	
<b><u>Equipment</u></b>		
Tools and Equipment	2,000	
Auto	5,000	(9)
<b>Total Equipment</b>	7,000	
<b><u>Information Services &amp; Technology</u></b>		
Information Technology improvement	37,500	
Software licenses	50,300	
Purchase of data services	6,000	
Purchase and maintenance of equipment	4,450	
	98,250	
<b><u>Real Estate</u></b>		
Acquisition & Disposition		
City & SRC Lien Payments	2,592,000	(10)
Sheriff Sale Processing Fees	548,780	(11)
Appraisals	75,000	
Surveys	20,000	(12)
Filing Fees	9,120	(13)
Storm Water Management	378,720	
Emergency Property Maintenance	500,000	(14)
	4,123,620	
<b>Total Costs All Categories</b>	<b>6,930,989</b>	

**PHILADELPHIA LAND BANK  
FISCAL 2019 OPERATING BUDGET  
JULY 1, 2018 TO JUNE 30, 2019  
7/12/2018**

**Revenue**

VPRC 2019 Net proceeds	\$	1,395,640	(i)
PLB FY 2019 Direct Sales	\$	1,367,200	(ii)
General Fund Request	\$	4,168,149	(iii)
	\$	<u>6,930,989</u>	

**Assumptions**

- (i) Projected Net VPRC sales through 06/30/2019. - increased by \$100,000 (netted budget difference of \$95,640 against VPRC sales to balance)
- (ii) Projected PLB sales through 06/30/2019 - increased by \$167,200
- (iii) General fund allocation request- submitted

RESOLUTION NO. 2018 -- \_\_\_\_\_

RESOLUTION GRANTING AUTHORIZATION TO ACQUIRE PROPERTIES AT  
JUDICIAL SALE, SUBJECT TO CERTAIN TERMS AND CONDITIONS

WHEREAS, the Commonwealth Land Bank Act, 68 Pa. C.S.A. §§ 2101, *et seq.*, ("**Land Bank Act**") authorizes a land bank to acquire property exposed for sale under the Municipal Claim and Tax Lien Law, 53 P.S. §§ 7101, *et seq.*;

WHEREAS, section 16-705(2) of the Philadelphia Code authorizes the Philadelphia Land Bank ("**Land Bank**") to acquire real property or interests in real property through all legal means, subject to certain stated terms and conditions;

WHEREAS, section 16-705(3)(b) of the Philadelphia Code authorizes the Land Bank to acquire tax delinquent properties at judicial sales conducted by, or on behalf of, the City of Philadelphia ("**Judicial Sale Properties**");

WHEREAS, the Board of Directors of the Philadelphia Land Bank (the "**Board**") finds the acquisition of Judicial Sale Properties can be better managed by delegating the authority to bid for and acquire Judicial Sale Properties pursuant to the terms of this Resolution.

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

1. The Board Chair, Board Vice-Chair, and Executive Director are each hereby individually authorized to bid for and acquire Judicial Sale Properties on behalf of the Land Bank in accordance with this Resolution, the Land Bank Act, the Philadelphia Code, and any Memorandums of Understanding to which the Land Bank is a party.
2. The maximum expenditure for acquisition of Judicial Sale Properties authorized by this Resolution is \_\_\_\_\_ Dollars (\$) without further approval or authorization from the Board (the "**Spending Limit**").
3. The Board Chair, Board Vice-Chair, and Executive Director are each hereby individually further authorized to designate any Judicial Sale Properties as approved for acquisition in connection with the acquisition of Judicial Sale Properties pursuant to this Resolution.
4. The authority granted in this Resolution is in addition to any other authority to acquire Judicial Sale Properties granted in any other resolution. This Resolution shall not affect, or be deemed to reduce, any authority or amounts to acquire Judicial Sale Properties which the Board has granted or authorized in any other resolution.
5. For all Judicial Sale Properties acquired under this Resolution, the Executive Director shall report at each Regular Meeting of the Board on a cumulative basis: (a) the property address; (b) the amount paid; and (c) the proposed disposition use of the property. Land Bank staff shall provide such other information to allow the Board to properly supervise and control this delegation of authority.

6. Those Land Bank staff authorized to execute and deliver documents on behalf of the Land Bank under 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 purposes and intents of this Resolution.
7. 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.
8. The authorization provided in this Resolution shall expire on \_\_\_\_\_, 2018 unless extended by further action by the Board.
9. This Resolution shall take effect immediately upon adoption by the Board.

RESOLUTION NO. 2018 – \_\_\_\_\_

**RESOLUTION AUTHORIZING ACQUISITION OF 5423-27 LENA STREET;  
CONVEYANCE OF 5423-27 LENA STREET TO THE PHILADELPHIA REDEVELOPMENT  
AUTHORITY; AND A PURCHASE AND MANAGEMENT AGREEMENT BETWEEN THE  
PHILADELPHIA LAND BANK AND THE PHILADELPHIA REDEVELOPMENT  
AUTHORITY**

**WHEREAS**, the Commonwealth Land Bank Act, 68 Pa. C.S.A. §§ 2101, *et seq.*, ("**Land Bank Act**") authorizes a land bank to acquire property exposed for sale under the Municipal Claim and Tax Lien Law, 53 P.S. §§ 7101, *et seq.*;

**WHEREAS**, section 16-705(2) of the Philadelphia Code authorizes the Philadelphia Land Bank ("**Land Bank**") to acquire real property or interests in real property through all legal means, subject to certain stated terms and conditions;

**WHEREAS**, section 16-705(3)(b) of the Philadelphia Code authorizes the Land Bank to acquire tax delinquent properties at judicial sales conducted by, or on behalf of, the City of Philadelphia ("**Judicial Sale Properties**");

**WHEREAS**, 5423-27 Lena Street, Philadelphia, PA 19144 ("**Premises**") is scheduled for judicial sale on July 18, 2018 (as may be postponed from time to time, "**Judicial Sale**");

**WHEREAS**, the Philadelphia Redevelopment Authority ("**PRA**") has requested that the Land Bank purchase the Premises and, once the necessary City Council resolution is obtained, transfer and convey the Premises to PRA all in accordance with the terms and conditions of the Purchase and Management Agreement ("**PMA**"). A summary of the major terms the PMA is attached to this Resolution ("**Summary**");

**WHEREAS**, until the Land Bank transfers and conveys the Premises to PRA, PRA will, among other things, manage the Premises in accordance with the terms and conditions of the PMA;

**WHEREAS**, the Board of Directors of the Philadelphia Land Bank (the "**Board**") is willing to authorize acquisition of the Premises, conveyance of the Premises to PRA, and entering into the PMA pursuant to the terms of this Resolution.

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

1. The Executive Director is hereby authorized to bid for and acquire the Premises at the Judicial Sale, as may be postponed from time to time, on behalf of the Land Bank in accordance with this Resolution, the Land Bank Act, the Philadelphia Code, and any Memorandum of Understanding to which the Land Bank is a party.
2. The Executive Director is further authorized to enter into and sign the PMA on behalf of the Land Bank, in form and substance acceptable to the Executive Director and Senior Counsel consistent with the Summary, which must be executed by the Land Bank and PRA prior to the Judicial Sale.

3. The authority granted in this Resolution is in addition to any other authority to acquire Judicial Sale Properties granted in any other resolution. This Resolution shall not affect, or be deemed to reduce, any authority or amounts to acquire Judicial Sale Properties which the Board has granted or authorized in any other resolution.
4. Until the Premises are conveyed to PRA, the Executive Director shall report, at each Regular Meeting of the Board the physical and operational condition of the Premises, the overall status of any tenants, and any issues concerning the Premises or the PMA.
5. 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.
6. This Resolution shall take effect immediately upon adoption by the Board.

**Summary of Major Terms  
Management and Purchase Agreement (the "Agreement")  
Philadelphia Land Bank and Philadelphia Redevelopment Authority  
July 2018**

**A. Background**

- PRA has requested that the Land Bank bid for 5423-27 Lena Street, Philadelphia, Pennsylvania 19144-2230 ("Premises") at the Judicial Sale on July 18, 2018, as may be postponed, and, if successful, transfer and convey the Premises to PRA.

**B. Purchase of the Premises**

- *Conditions Precedent*
  - The Land Bank's obligation to enter a bid to purchase the Premises is conditioned on: (i) approval by PRA's Board of Directors for PRA to enter into the Agreement and to acquire the Premises from the Land Bank; (ii) approval by the Land Bank Board of Directors to enter into the Agreement, acquire the Premises, and convey the Premises to PRA; (iii) PRA obtaining all required insurance and providing evidence thereof; and (iv) the Premises being available for purchase at the Judicial Sale.
  - If any Condition Precedent to Purchase is not satisfied by the date of the Judicial Sale, the Land Bank may (i) postpone the Judicial Sale to the following month if requested by PRA at least twenty-four (24) hours prior to the Judicial Sale; or (ii) terminate this Agreement.
  - Upon satisfaction of all Condition(s) Precedent to Purchase, PRA has no right to terminate the Agreement for any reason whatsoever.
- *Acquisition Cost* – The Land Bank will pay all costs to purchase the Premises. There is no reimbursement from PRA.

**C. Management of Premises**

- *Management Services*
  - PRA shall perform, or cause to be performed, at its sole cost and expense, all things necessary for the day-to-day management, care, protection, safety, and operation of the Premises. It is expected that PRA will subcontract the management services to the Philadelphia Housing Authority or Philadelphia Asset & Property Management Corporation.
  - PRA shall keep the Land Bank fully informed on at least a bi-weekly basis of the physical and operational condition of the Premises, the status of each tenant, and all actions taken in connection therewith. PRA shall immediately report to the Land Bank all emergencies, extraordinary or unusual actions or conditions.
  - PRA shall not solicit or allow any new tenants or commence any eviction proceedings or legal action for the collection of rents.
  - PRA shall perform the Management Services until PRA takes title to the Premises.
- *Compensation/Management Fee* – Land Bank pays PRA \$100.00 and PRA is entitled to retain any and all rents.
- *Liability* – PRA is solely responsible for any and all sums, costs, expenses, amounts, liabilities, Impositions, Judgments, and Liens in connection with or relating to, directly or indirectly, the Premises, this Agreement, or performance of the Management Services.
- *Insurance*
  - PRA, and its contractors and subcontractors, are required, at their sole cost and expense, to obtain and maintain general liability insurance, and workers compensation.

- The Land Bank will purchase casualty/fire insurance at a cost of \$3,294 (for 3 months only) with coverage \$2,195,000 and 80% coinsurance provision. To include the Premises under the Land Bank's current liability policy is estimated to cost an additional \$4,040 annually (to be prorated for actual holding period). PRA will reimburse the Land Bank for these costs.

#### **D. Sale of the Premises**

- *Title* – Title is "AS IS" and subject to all (i) Impositions, Judgments, Liens and other title matters which are not extinguished, released, or discharged by virtue of the Judicial Sale including IRS liens, Commonwealth tax liens, and Commonwealth inheritance tax liens, (ii) easements, covenants, agreements, restrictions, and all other matters of record; (iii) facts or conditions that an inspection or accurate survey would disclose; and (iv) Applicable Laws.
- *Settlement* – No later than September 20, 2018, the Land Bank will request City Counsel to introduce and adopt a resolution to transfer and convey the Premises to PRA. PRA shall take title to the Premises in accordance with this Agreement on the Settlement Date designated by the Land Bank.
- *Purchase Price* – One Dollar (\$1.00).
- *Taxes, Prorations, and Recording Fees* – PRA is responsible for all Commonwealth and City realty transfer taxes; real estate taxes, water, sewer and stormwater fees, and all other utility charges for all periods prior to and after Settlement; and all fees to record the Deed, and any and all other documents including any deed necessary to convey the Premises to the Land Bank.
- *Condition(s) Precedent to Settlement*
  - Land Bank's obligation to convey title to the Premises is conditioned on: (a) sheriff's deed recorded for the Land Bank's purchase of the Premises; (b) the unconditional approval by the VPRC, City Council, and the Land Bank Board to convey the Premises to PRA; and (c) no uncured Event of Default.
  - If any Condition(s) Precedent to Settlement is not satisfied prior to the Settlement Deadline, the Land Bank may (i) waive any Condition(s) Precedent to Settlement (except for (a) and (b) above); or (ii) extend the Settlement Date.
- *Disclaimer of Warranties and Representations* – PRA is purchasing the premises in "as is, where is, with all faults" condition.

#### **E. Indemnification and Release**

- *Indemnification* – PRA shall indemnify, defend, and hold harmless the Land Bank from and against any and all liabilities, obligations, losses, etc. relating to, directly or indirectly, (i) the Agreement; (ii) any Liens, Judgments, or Impositions; (iii) the Premises; (iv) the Management Services; (v) the actions, omissions, negligence, or willful misconduct, of PRA or any of PRA's employees, directors, officers, contractors, subcontractors, or agents; among other things.
- *Release* – PRA releases the Land Bank, from any and all actions, causes of actions, suits, debts,...which PRA has or had or may have against the Land Bank which relates to this Agreement, the Premises, etc.
- *Event of Default* – If PRA fails to cure an Event of Default within thirty days, in addition to any and all other remedies, PRA pays the Land Bank \$2,000 for each day any Event of Default remains uncured following the Cure Period.



**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING A THIRD AMENDMENT TO AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING BETWEEN PHILADELPHIA REDEVELOPMENT  
AUTHORITY AND PHILADELPHIA LAND BANK**

**WHEREAS**, the Philadelphia Redevelopment Authority ("**Redevelopment Authority**") and the Philadelphia Land Bank entered into a Memorandum of Understanding, effective as of October 3, 2014 ("Original Memorandum of Understanding"), through which the Redevelopment Authority agreed to: (i) provide staffing and funding support to the Land Bank; (ii) provide for the transfer of title to certain properties owned by the Redevelopment Authority to the Land Bank; and (iii) arrange for transfer of management and maintenance of certain software operational systems then controlled by the Redevelopment Authority; among other things.

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

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

**WHEREAS**, on July 1, 2017, the parties entered into a Second Amendment to the Amended and Restated Memorandum of Understanding which extended the agreements and conditions of the Amended and Restated MOU through Fiscal Year 2018, among other things;

**WHEREAS**, the parties now desire to renew, extend, and modify certain provisions of the Amended and Restated Memorandum of Understanding, as amended, pursuant to a Third Amendment to the Amended and Restated Memorandum of Understanding ("**Third Amendment**"), as more specifically provided in the summary of major terms ("**Summary**") attached to this Resolution; and

**WHEREAS**, the Board of Directors of the Philadelphia Land Bank (the "**Board**") has considered the Third Amendment and finds that its adoption is in the best interests of the Land Bank.

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

1. The Executive Director is hereby authorized to enter into the Third Amendment with the Philadelphia Redevelopment Authority in form and substance acceptable to the Executive Director and Senior Counsel consistent with the Summary.
2. All actions previously taken prior to the date hereof by the Executive Director with respect to or in connection with the Third Amendment are hereby approved, ratified and affirmed.
3. This Resolution shall take effect immediately upon adoption by the Board.

**Philadelphia Land Bank / PRA**  
**Memorandum of Understanding (as amended)**  
**Summary of Major Terms**

Paragraph 1 - Transfer or Assignment of PRA staff to Land Bank	<u>Pursuant to the Third Amendment</u> , as of June 30, 2018, there are no PRA employees assigned or transferred to, or performing any work for, the Land Bank. Accordingly, paragraph 1 of the Amended and Restated Memorandum, as amended, will be deleted.
Paragraph 2 - PRA Funding of Land Bank Operations	The provisions of Paragraph 2 have either been fulfilled or were deleted by previous amendments.
Paragraph 3 - Transfer of PRA Surplus Property	No changes to Paragraph 3, which provides that PRA will convey to the Land Bank certain surplus properties. Upon Council approval, PRA will convey those surplus properties to the Land Bank for nominal consideration.
Paragraph 4 - Management of the "Front Door" Program	No changes to Paragraph 4, which provides that the Land Bank receives EOIs, among other things, for all available City, PRA and Land Bank properties.
Paragraph 5 – Equipment	<u>Pursuant to the Third Amendment</u> , the only computer hardware being used by the Land Bank is a single desktop computer. Otherwise, no changes to Paragraph 5 regarding Land Bank's use of PRA computer hardware.
Paragraph 6 – Term	<u>Pursuant to the Third Amendment</u> , the term is being extended for an additional year - 7/1/2018 to 6/30/2019.
Paragraph 7 - Miscellaneous	No changes to Paragraph 7, which provides, among other things, that the Land Bank will (1) cooperate with PRA to acquire property using the City's foreclosure process; and (2) support PRA's use of LAMA.
Third Amendment - VPRC Sales Proceeds	<u>Pursuant to the Third Amendment</u> , all proceeds from the sale of City properties through VPRC will continue to be property of the Land Bank and will be deposited directly into the Land Bank's bank account following settlement. Proceeds will no longer be deposited with PRA and later transferred to the Land Bank. Any recording or other fees will be paid by the Land Bank from such proceeds.
Third Amendment – Rent and Copier Reimbursement	<p><u>Pursuant to the Third Amendment</u>, from 7/1/2017 to 6/30/2018, the Land Bank reimbursed PRA for use of a portion of the premises in the amount of \$38,228.99. For 7/1/2018 to 6/30/2019, the Land Bank will reimburse PRA its pro rata share for office rent based on space used.</p> <p><u>Pursuant to the Third Amendment</u>, from 7/1/2018 to 6/30/2019, the Land Bank will reimburse the amount of \$98.01/month for a Minolta copier.</p>

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT BETWEEN PHILADELPHIA LAND BANK AND  
INTERFACE STUDIO LLC FOR 2019 STRATEGIC PLAN**

**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 enter into a Professional Services Agreement between the Philadelphia Land Bank and Interface Studios LLC for preparation of the 2019 Strategic Plan, among other things (the "**Agreement**"). The scope of services and compensation exhibits expected to be attached to the Agreement are attached to this Resolution ("**Exhibits**").

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

1. The Executive Director is further authorized to enter into and sign the Agreement on behalf of the Land Bank, in form and substance acceptable to the Executive Director and Senior Counsel, and substantially consistent with the Exhibits.
2. 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.
3. This Resolution shall take effect immediately upon adoption by the Board.

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

#### **Section 1 – Schedule**

- A. The Provider will adhere to the following schedule, except that the Land Bank may lengthen, but not shorten, the date for completion of any item in the schedule below, in its sole and absolute discretion.

Kick-off Meeting	No later than July 23, 2018
First Round of Outreach Meetings	Early-August 2018, but to be completed no later than August 17, 2018
First Strategic Plan Draft Completed	September 14, 2018
Preliminary Strategic Plan Published for Public Comment	October 12, 2018
Second Round of Outreach Meetings	Mid/late October, 2018, but to be completed no later than October 19, 2018.
Second Strategic Plan Draft Completed	October 26, 2018
Land Bank Public Hearing	No later than November 2, 2018
Final Strategic Plan Provided	November 9, 2018
Final Strategic Plan Adopted by Land Bank Board	November 15, 2018
Final Strategic Plan Introduced to City Council	November 29, 2018
Final Strategic Plan Adopted by City Council	December 6, 2018

#### **Section 2 – Kick-off Meeting**

- A. The Provider will organize a kick-off meeting consisting of representatives of the Provider, RES, the Land Bank, and PCPC.
- B. At least five (5) days before the kick-off meeting, the Provider will provide the Land Bank with a proposed, detailed work plan, which shall include meeting dates, deadlines, schedules, and project milestones for preparation of the Strategic Plan, as defined below, and performance of the Services (the "Work Plan"). The Work Plan will adhere to the schedule in Section 1 of this Exhibit.
- C. At the kick-off meeting, the Land Bank and the Provider will discuss (i) revisions to the Work Plan as may be provided by the Land Bank; (ii) data collection requests and procedures; and (iii) anticipated challenges affecting preparation of the Strategic Plan and performance of the Services and proposed resolutions to such challenges.
- D. No later than one (1) week after the kick-off meeting, the Provider will submit a revised Work Plan incorporating all revisions requested by the Land Bank. The Land Bank may provide further revisions, which the Provider will incorporate into the next draft of the Work Plan. The Work Plan will not be considered final until the Land Bank has approved it, in its sole discretion.
- E. Once approved by the Land Bank in writing, the Work Plan will serve as a guide for , preparation of the Strategic Plan and performance of the Services. The Work Plan shall not, nor be deemed to, supersede any term, covenant, condition, or provision of this Agreement.

### **Section 3 – Understanding Land Bank Operations**

- A. The Provider will gain a clear understanding of the Land Bank's processes, operations, and activities including
- (i) reviewing appropriate materials (e.g., PA Land Bank Act, Philadelphia Land Bank Ordinance, past strategic plans, and policies);
  - (ii) meeting with Land Bank staff to understand the multiple steps required for, constraints associated with, and the time and resources involved in acquisitions and dispositions;
  - (iii) the annual level of activity for the past several years;
  - (iv) the demand for various end uses of Land Bank properties;
  - (v) the Land Bank's staffing resources; and
  - (vi) the Land Bank's operational and budgetary constraints.
- B. Prior to the first round of Outreach Meetings, the Provider will provide an assessment, with diagrams, of the Land Bank's operational and budgetary constraints affecting the pace of transactions as well as the Land Bank's potential growth capacity as well as an assessment of the strengths and shortcomings of the two prior strategic plans. This assessment and associated diagrams may be used for the Outreach Meetings, defined below, to help align public expectations with Land Bank operations and may be, at the Land Bank's request, incorporated into the Strategic Plan.

### **Section 4 – Status Meetings, and Questions**

- A. The Provider will report to the Land Bank on a weekly basis, or such other basis as determined by the Land Bank, from time to time, in the Land Bank's sole discretion, (each "Status Report").
- B. Each Status Report will consist of the status of the Strategic Plan, the Provider's progress with providing the Services, any delays or potential delays of any task or item in the Work Plan; a discussion of all methodologies, analysis, approaches, data, plans, typologies, models, maps, tables, strategies, recommendations, and other information being utilized in preparation of the Strategic Plan and providing the Services; and any other topic the Land Bank may want to discuss.
- C. The Provider will provide the Status Report by phone or in-person as determined by the Land Bank, from time to time, in its sole discretion.
- D. The Provider will be available for questions during business hours (Monday – Friday, 9:00am to 5:00pm EST) and shall provide answers to all questions as soon as possible.

### **Section 5 – Collaboration and Data**

- A. The Provider is expected to work closely with and participate in regular meetings with the Land Bank and the Philadelphia City Planning Commission ("PCPC").
- B. The Provider will secure, at its sole cost and expense, access to, and permission to use, all plans, studies, data, and other information needed to prepare the Strategic Plan and perform the Services.



C. In addition to any other plans, studies, data, and information, the Provider will also utilize the following to prepare the Strategic Plan and perform the Services

- (i) current Land Bank holdings;
- (ii) Land Bank disposition and acquisition activity, costs, and timelines;
- (iii) Land Bank maintenance activity and costs;
- (iv) Land Bank properties eligible for tax sale acquisition (vacant land and buildings, tax delinquent property - with assessed values and tax lien totals), and public ownership properties flagged for Land Bank acquisition but not yet acquired;
- (v) side/rear yard eligible properties, i.e., publicly owned and privately owned tax delinquent properties;
- (vi) gentrification indicators;
- (vii) OPA sales data;
- (viii) most recent Market Value Analysis by TRF;
- (ix) property tax abatements;
- (x) building permits sorted by type;
- (xi) properties sold at Sheriff's sale;
- (xii) known future land uses;
- (xiii) major developments;
- (xiv) City housing investments since formation of Land Bank;
- (xv) other City/PIDC/Housing Authority investments;
- (xvi) incentive zones;
- (xvii) updated information on affordable housing inventory;
- (xviii) PolicyMap;
- (xix) ESRI / Census Data;
- (xx) Ribbon Demographics' HISTA tabulations (Households by Income, Size, Tenure and Age);
- (xxi) AMI (area median income) data;
- (xxii) market-rate, workforce, low-income housing tax credit, and deeply subsidized housing data;
- (xxiii) REIS data;
- (xxiv) Board of Realtors;
- (xxv) Zillow, Trulia, etc; and
- (xxvi) other existing data including streets, transportation, curbs, floodplains, land use, zoning, census, and geography.

D. The Provider will use good faith efforts to utilize, and obtain permission to use, all plans, studies, data, maps, tables, and other information the City or any other governmental or quasi-governmental entity may have in order to limit the amount of work needed to prepare the Strategic Plan and perform the Services.

#### **Section 6 –Strategic Plan Elements**

The Provider shall prepare the Land Bank's 2019 Strategic Plan (the "Strategic Plan"), which shall consist of the following elements: (A) Introduction, (B) Analysis of Market Conditions, (C) Inventory and Mapping Analysis to Create Vacancy Typologies, and (D) Annual

Recommendations for Acquisition, Maintenance, Disposition, and Reuse; and (E) Disposition/Acquisition Policies. A more detailed description of these elements follows.

*A. Introduction*

The Provider will prepare an introduction for the Strategic Plan to include the following:

- An executive summary of the Strategic Plan.
- A general description of the Land Bank's, City's, and City Agencies' publicly owned properties – total number of lots/properties and map of properties, grouped in City Planning Districts, Council districts, census tracts, or other geographic units as requested by the Land Bank.
- A detailed description of the processes and methodologies used to complete the mapping, analysis, and recommendations for acquisition, disposition and re-use including a description and a full list of all datasets used in the analysis. It will also describe how typologies were created and how annual acquisition, maintenance, disposition, and re-use figures were determined.

*B. Analysis of Market Conditions*

Pursuant to 16-709(3)(a) of the Philadelphia Code, the Provider will provide an analysis, in form and substance approved by the Land Bank, to determine market conditions and trends in neighborhoods where the Land Bank holds or is likely to hold property according to census tract or grouping of census tracts as determined by the Land Bank to have similar characteristics.

This analysis shall specifically evaluate the relative need and availability for affordable or mixed-income housing including, without limitation, such housing that is accessible or visitable; economic development that creates jobs for community residents; community facilities that provide needed services to residents; side and rear yards; food-producing urban agriculture; community open space; and any additional core beneficial land uses that may be identified by the Land Bank.

The Provider will engage in a collaborative, data-driven process, to leverage and align the City's affordable housing and other plans including, without limitation, the City's Assessment of Fair Housing, the City's Housing Action Plan, the City's Urban Agriculture Strategic Plan, PCPC's Citywide Vision, the Philadelphia 2035 Plan and, where available, district plans, and any other plans, studies, data, or information requested by the Land Bank (which may include the Neighborhood Gardens Trust Priority Acquisition Plan, Philadelphia Greenworks, PWD initiatives, privately funded community plans, DVRPC plans, major development plans, and institutional master plans).

The Provider will utilize the most recent Market Value Analysis ("MVA") available for the City as well as the most recent data regarding

- (i) residential sales volume and prices;
- (ii) rent levels;
- (iii) availability of affordable housing;
- (iv) existing residential vacancy levels;
- (v) population/household growth;
- (vi) household income and age;
- (vii) abatement applications;

- (viii) building permits/new private development;
- (ix) public sector investments;
- (x) household and employment growth projections; and
- (xi) any other plans, studies, data, or information as requested by the Land Bank.

The Provider will also provide an analysis of market conditions and trends (including economic, demographic, and any other market conditions requested by the Land Bank), in form and substance approved by the Land Bank, for

- (i) each Councilmanic District to ascertain if acquisition and disposition goals for each Councilmanic District reflect the characteristics of each specific Councilmanic District;
- (ii) each census tract and groups of census tracts in the City;
- (iii) each City planning district; and
- (iv) any other geographical area requested by the Land Bank.

### C. Inventory and Mapping Analysis to Create Vacancy Typologies

Pursuant to 16-709(3)(b) of the Philadelphia Code, the Provider will generate an inventory and mapping of vacant properties in each census tract or grouping of census tracts, including properties that are owned by the Land Bank and properties that are privately owned and delinquent as to municipal taxes or claim.

The Provider will also generate a series of maps, tables, and aggregated data, in form and substance approved by the Land Bank, of (i) the City's vacant property inventory, including all vacant properties owned by the Land Bank, Department of Public Property, Philadelphia Redevelopment Authority, Philadelphia Housing and Development Corporation, and Philadelphia Housing Authority (collectively, the "City Agencies"); and (ii) properties that are privately owned and delinquent as to municipal taxes or claims in each census tract, grouping of census tracts, Councilmanic District, City planning district, and any other geographical area requested by the Land Bank. The Provider will complement these maps, tables, and aggregated data with information regarding whether the property is vacant land or a vacant building, the size of the property, adjacencies to other vacant property or proximity to clusters of vacancy, base land use, and zoning.

The Provider will develop "vacancy typologies" that considers market conditions, the existing inventory, potential acquisitions, and other information so that these typologies can provide a basis for both qualitative and numerical recommendations regarding acquisition, maintenance, and disposition.

The Provider will use these typologies to cluster similar block groups or census tracts into larger areas for analytical purposes to describe the properties based on vacancy type, parcel size, adjacencies, clustering, tax delinquency, and market condition, presence of recent City-supported housing and community development projects and programs, district plan recommendations, greenworks-related investments, stormwater management designs, and the inventory of vacant property, both public and private. These typologies are an important element of the Strategic Plan, and the Provider will use their expertise and judgment to develop them, working closely with the Land Bank and PCPC staff.

The Provider will consider the following to determine vacant typologies:

- Past City-supported housing and community development projects and programs
- Philadelphia 2035 District Plan recommendations
- Philadelphia Greenworks
- Philadelphia Water Department's Stormwater Management Plan
- Philadelphia's vacant and surplus property inventory
- Privately-owned tax-delinquent properties
- Philadelphia's Assessment of Fair Housing,
- Philadelphia's Housing Action Plan
- Philadelphia's Urban Agriculture Strategic Plan
- PCPC's Citywide Vision
- Any other plans, studies, data, or information as requested by the Land Bank (which may include the Neighborhood Gardens Trust Priority Acquisition Plan, Philadelphia Greenworks, PWD initiatives, privately funded community plans, DVRPC plans, major development plans, and institutional master plans).

*D. Annual Recommendations for Acquisitions, Maintenance, Disposition, and Reuse.*

Once the market analysis is completed and vacancy typologies determined, the Provider, working with Land Bank and PCPC staff, will propose defined annual targets for Acquisitions, Maintenance, Disposition, and Reuse.

Pursuant to 16-709(3)(c) of the Philadelphia Code, the Provider will propose annual goals for a five-year period for acquisition, maintenance, and conveyance of properties that support the City's Comprehensive Plan and the goals of community plans accepted by PCPC, and which encourage equitable redevelopment, and the goals of any other plans as requested by the Land Bank. This shall include items such as proposed targets for the share of future housing units to be built on public properties affordable to different income ranges of very low-, low-, and moderate-income households, as well as economic development/job creation projects, urban agriculture, open space, and additional core beneficial land use needs identified pursuant to Section 6.B above. These goals shall be based on the analysis of each census tract or grouping of census tracts that were identified pursuant to Section 6.B above, taking into account the existing inventory of the Land Bank as well as the universe of vacant and tax delinquent or City-liened properties, and demand for land based on requests received in the previous year. The Provider may also consider the anticipated availability of funding, and the feasibility of inclusionary housing requirements if applicable.

- Acquisition – In the context of the market analysis, vacancy typology, and re-use recommendations, the Provider will update the decision-making methodology for identifying properties to be acquired for re-use, and, pursuant to 16-709(3)(f) of the Philadelphia Code, propose defined annual goals for acquisitions, and suggest the geographic areas in which the Land Bank will acquire such property and for what purpose. The proposed decision-making methodology will consider the existing Strategic Plan, existing District and Neighborhood Plans, Land Bank operational constraints and budgetary limitations, the Outreach Meetings, meetings with representatives of City Council and other City entities, and any other plans, studies, data, or information requested by the Land Bank.

- **Maintenance** – The Provider will estimate the number of lots and structures the Land Bank is likely to own - through assemblage of publicly owned parcels and acquisition of privately owned, tax delinquent vacant parcels - and the number of privately owned vacant lots that are adjacent to the lots owned by the Land Bank. The Provider will also consider the potential for redevelopment and reuse and the Land Bank's hold strategy to assess the level of maintenance necessary to ensure that Land Bank owned properties do not remain blighted. The Provider will use existing Land Bank data on maintenance cycles and costs to develop a feasible strategy and estimate of costs for maintenance of lots and structures the Land Bank owns or is likely to own, and those lots and structures which are privately owned, but located adjacent to Land Bank owned property.
- **Disposition and Reuse** – The Provider will identify at least three primary re-use categories: Open Space, Residential, and Commercial, along with specific types of re-use as appropriate and feasible.

**Open Space** should include a range of possible uses including, without limitation, side and rear yards, recreation uses, community gardens, and urban agriculture.

**Residential** should include affordable housing, workforce housing, and market-rate housing for both rental and homeownership.

**Commercial** should include neighborhood commercial/retail, mixed-use, institutional, and large-scale commercial/retail.

Each re-use category will be examined in the context of the vacancy typologies, including the number of vacant properties potentially available, the needs and available resources for those re-uses, and the consistency of those re-uses with existing adopted District Plans and other adopted or accepted plans where applicable.

For each re-use category, the Provider will provide:

- A description of the resources required for each re-use and an assessment of the availability of those resources (e.g., financing availability).
- Maps of the census tracts, grouping of census tracts, and other geographical area (e.g., Councilmanic District, neighborhood, or City planning district) as requested by the Land Bank showing where vacancy typologies suitable for each re-use occurs, where the type of vacancy and context supports the re-use, and showing the number of vacant properties in those typologies, and the proximity of vacant properties owned by the Land Bank, the City, the City Agencies, and privately owned, tax delinquent vacant properties.
- A discussion of consistency with District Plans and other plans where applicable.
- Proposed, defined annual goals of how many properties can be disposed for each re-use given the availability of resources required (16-709(3)(e) of the Philadelphia Code).
- Tables that summarize the number of properties - by geographical area as requested by the Land Bank (e.g., census tracts, grouping of census tracts, Councilmanic District, neighborhood, or City planning district) - suited for each re-use and the total number of properties targeted for disposition by re-use.

- A map of priority properties for disposition and re-use based on the market analysis and vacancy typologies.

Pursuant to 16-709(3)(d) of the Philadelphia Code, the Provider will provide recommendations for uses of properties in each census tracts or grouping of census tracts that advances the Land Bank's goals.

The Land Bank may request that these recommendations be also provided by Councilmanic District, neighborhoods, or City planning districts. Such recommendations must take into account the capacity and resources required and available for residential and commercial development, and for stewarding land as open space.

Summary of Five-Year Goals and Targets – The Provider will develop a summary of five-year goals and quantitative targets for acquisition and disposition and re-use. These goals and targets will be in form and substance as approved by the Land Bank (e.g., residential re-use goals and targets may be arranged by affordable to different household income ranges such as very-low, low, and moderate-income) and arranged by census tract, grouping of census tracts, or other geographical area (e.g., Councilmanic District or City planning district) as requested by the Land Bank.

#### *E. Disposition/Acquisition Policies*

The Provider will assist the Land Bank in identifying strengths and weaknesses of the current Disposition / Acquisition policies in light of the findings of the Strategic Plan and assist in drafting new Disposition / Acquisition policies to be attached to the Strategic Plan and presented for adoption by the Land Bank, certain other City Agencies, and City Council.

#### **Section 7 – Community Outreach Meetings**

- A. The Provider will plan and conduct several community outreach meetings with residents, community groups, non-profit organizations, and other stakeholders (collectively, "Outreach Meetings") on a schedule developed in collaboration with the Land Bank.
- B. Prior to the Outreach Meetings, the Provider will (i) advise the Land Bank on how to effectively and efficiently execute an outreach strategy so as to obtain robust engagement with residents, community groups, non-profit organizations, and other stakeholders; and (ii) propose a series of working sessions with key stakeholders in order to refine the outreach strategy.
- C. Outreach Meetings may take place outside of regular business hours in the evenings and on weekends. The Outreach Meetings will be conducted in two rounds pursuant to the schedule set forth in Section 1 of this Exhibit, with both rounds involving all of the identified stakeholders.
- D. The purpose of the Outreach Meetings is (i) to obtain input on the Strategic Plan from residents, community groups, non-profit organizations, and other stakeholders and (ii) to inform the public about real estate development, financing, and ways to obtain property from



the Land Bank. In coordination with the Land Bank, the Provider will develop presentation materials and any other materials, as requested by the Land Bank, for the Outreach Meetings.

- E. The Provider will also advise the Land Bank on how to best obtain input from representatives of City Council and other City entities and will plan and conduct meetings with representatives of City Council and other City entities to obtain their input on the Strategic Plan. In coordination with the Land Bank, the Provider will develop presentation materials and any other materials, as requested by the Land Bank, for meetings with representatives of City Council and other City entities.
- F. The Provider will also advise the Land Bank on how to leverage and incorporate the input from the Outreach Meetings and meetings with representatives of City Council and other City entities into the Strategic Plan.

#### **Section 8 – Public Hearings**

- A. The Provider will assist the Land Bank with planning and conducting a public hearing prior to the adoption of the Strategic Plan. In coordination with the Land Bank, the Provider will develop presentation materials and any other materials, as requested by the Land Bank, for the public hearing including a summary presentation, display boards, and a summary handout to accompany the second Strategic Plan draft.
- B. The Provider will have representatives present at the public hearing to accept public comment and answer questions.

#### **Section 9 – Deliverables**

- A. No later than three (3) days following completion of the final Strategic Plan, the Provider will provide, at no cost or expense to the Land Bank,
  - (i) paper copies of the Strategic Plan as requested by the Land Bank, but not to exceed one hundred (100) copies, in a form suitable for distribution;
  - (ii) a digital and print-ready version of the Strategic Plan in a digital or electronic format as requested by the Land Bank;
  - (iii) all materials prepared in connection with, directly or indirectly, the Outreach Meetings and meetings with representatives of City Council and other City entities in a digital or electronic format as requested by the Land Bank; and
  - (iv) all Instruments of Service, maps, tables, datasets, analytical models, metadata, methodologies, and all other work products developed, built, or added in connection with, directly or indirectly, the Strategic Plan or the Services in a digital or electronic format as requested by the Land Bank.
- B. All deliverables pursuant to this Section 9 will be in a form suitable for electronic and print production and distribution
- C. The Provider will work with a printer of the Land Bank's choosing for printing the Strategic Plan.

- D. No later than November 15, 2018, the Provider will prepare and submit a detailed document that describes the process and methodology for developing the Strategic Plan including suggestions to improve and refine the Strategic Plan process for future years.
- E. The Provider will provide various iterations of the Strategic Plan and other materials as requested by the Land Bank and will make any and all revisions to the Strategic Plan and other materials, and all versions thereof, as requested by the Land Bank in order to produce a final Strategic Plan and other materials. The Land Bank reserves the right to provide feedback on all iterations of the Strategic Plan and other materials until they are satisfactory to the Land Bank, in form and substance.

## **EXHIBIT 2**

### **COMPENSATION AND SUPPLEMENTAL SERVICES**

#### **Compensation**

The Compensation includes all costs, sums, amounts, and expenses that will be charged for the Services and all costs, sums, amounts, and expenses which the Provider may be liable for in connection with performing the Services. Unless expressly approved in writing, except for the Compensation, the Land Bank will not be responsible for any compensation, costs, sums, amounts, or expenses under this Agreement or otherwise.

The Compensation will be paid according to the following schedule:

	Amount
Within three (3) days following completion of the First Round of Outreach Meetings	\$12,000
Within three (3) days following completion of the First Strategic Plan Draft	\$25,000
Within three (3) days following completion of all outstanding Services and adoption of the Strategic Plan by the Land Bank Board of Directors	\$38,000
<b>Total Compensation</b>	<b>\$75,000</b>

#### **Supplemental Services**

If the Land Bank requests any supplemental services not included in the Services (collectively, "Supplemental Services"), the Provider shall provide the Land Bank with written notice that such items are Supplemental Services no later than three (3) days after the Land Bank's request. If the Provider commences with providing the Supplemental Services prior to providing such notice, then the Land Bank shall not be responsible to compensate the Provider, or any of its contractors or subcontractors, or be responsible for any costs, sums, amounts, or expenses, in connection with such Supplemental Services.

If the Provider does provide such notice prior to commencing with the Supplemental Services, then the Land Bank may, in its sole discretion, proceed with the Supplemental Services, subject to the hourly rates provided below, or not proceed with the Supplemental Services.

Scott Page - \$140/hour	Mindy Watts - \$120/hour
Ashley DiCaro - \$100/hour	Christopher DiStasi - \$85/hour
Ben Bryant - \$110/hour	Stacey Chen - \$110/hour
Jamie Granger - \$100/hour	Yoona Ahn - \$85/hour
Maria Gonzalez - \$85/hour	Lisa Lobree - \$40/hour
Margaret B. Sowell - \$200/hour	Elizabeth M. Beckett - \$160/hour
James Hamilton - \$80/hour	

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**MEMORANDUM**

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To: Board of Directors  
From: Steve Cusano, Esq.   
Date: July 12, 2018  
Re: **Resolution Authorizing Execution of Documents Necessary to Utilize Republic Bank,  
Subject to Certain Terms and Conditions**

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The purpose of the attached resolution is to authorize Angel Rodriguez, Steve Cusano, and Darren Williams with the authority to do and cause to be done any and all acts and things and to execute and deliver all certificates, agreements, statements, and documents necessary or appropriate in order to change from Citizens Bank to Republic Bank, including, without limitation, opening bank accounts and transferring funds.

Please note that under section 1.A.(3) and 1.A.(4) of the Management Agreement, the Philadelphia Housing Development Corporation ("PHDC") is tasked with managing, overseeing, and operating the everyday activities of the Land Bank and has all requisite duties and exclusive authority to act on behalf, and for the benefit, of the Land Bank to organize the financial and other activities of the Land Bank as necessary to efficiently and effectively conduct the operations of the Land Bank and name and use depositories for the money of the Land Bank. In deciding to change to Republic Bank, PHDC considered the following benefits.

- Free banking with zero service fees
- Free remote check deposit equipment
- \$3,000 annually for checks (not offered by Wells Fargo or Citizens)
- Annual interest of 1.05% (only bank that offered interest income).
- A regional bank with four center city locations.

According to Marla Clark, the interest offered by Republic Bank would have generated approximately \$40,000 in interest for FY 2017, as compared to paying approximately \$13,000 in fees with Citizens Bank. Furthermore, Republic Bank will pledge collateral for the Land Bank's deposits to the extent those deposits exceed the FDIC insurance limits, pursuant to Act 72 (72 Pa.Stat.Ann. § 3836-1 *et seq*).

**RESOLUTION NO. 2018 – \_\_\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO  
UTILIZE REPUBLIC BANK, SUBJECT TO CERTAIN TERMS AND CONDITIONS**

**WHEREAS**, the Philadelphia Housing Development Corporation ("**PHDC**") 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**, under section 1.A.(3) and 1.A.(4) of the Management Agreement, PHDC is tasked with managing, overseeing, and operating the everyday activities of the Land Bank and has all requisite duties and exclusive authority to act on behalf, and for the benefit, of the Land Bank to organize the financial and other activities of the Land Bank as necessary to efficiently and effectively conduct the operations of the Land Bank and name and use depositories for the money of the Land Bank.

**WHEREAS**, PHDC and the Land Bank currently utilize Citizens Bank.

**WHEREAS**, on June 20, 2018, PHDC's Board of Directors authorized changing from Citizens Bank to Republic Bank and PHDC is currently in the process of effecting this change.

**WHEREAS**, as mentioned above, PHDC is authorized pursuant to the Management Agreement to organize the financial and other activities of the Land Bank and name and use depositories for the money of the Land Bank.

**WHEREAS**, changing from Citizens Bank to Republic Bank, including, without limitation, opening bank accounts and transferring funds, will require the execution and delivery of certain certificates, agreements, statements, and documents.

**WHEREAS**, the Board has determined that it is necessary to provide each Authorized Person, as defined in this Resolution, with the authority to do and cause to be done any and all acts and things and to execute and deliver all certificates, agreements, statements, and documents necessary or appropriate in order to change from Citizens Bank to Republic Bank, including, without limitation, opening bank accounts and transferring funds.

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

1. Angel Rodriguez, Steve Cusano, and Darren Williams (each an "**Authorized Person**") is hereby authorized to do and cause to be done any and all acts and things and to execute and deliver all certificates, agreements, statements, and documents necessary or appropriate in order to change from Citizens Bank to Republic Bank, including, without limitation, opening bank accounts and transferring funds.

2. The authority granted to each Authorized Person pursuant to this Resolution shall automatically terminate upon such Authorized Person voluntarily or involuntarily leaving their position with the Land Bank.
3. The authority delegated in this Resolution shall not be sub-delegated without the approval of the Board.
4. Nothing in this Resolution shall, or be deemed to, change, modify, or amend the terms of Resolution 2017-45, adopted on October 12, 2017, entitled Resolution Authorizing Certain Authorized Persons To Sign Orders And Checks For The Payment Of Money By The Philadelphia Land Bank.
5. The Executive Director with the advice of Senior Counsel may allow modifications to this Resolution necessary or desirable to carry out its purposes and intents.
6. This Resolution shall take effect immediately upon adoption by the Board.