

AGENDA
PHILADELPHIA LAND BANK
BOARD OF DIRECTORS MEETING

TUESDAY, MARCH 12, 2024 – 10:00 AM
THIS MEETING WILL BE HELD REMOTELY ON ZOOM AND IS OPEN TO THE PUBLIC.

**INSTRUCTIONS FOR REGISTERING FOR PUBLIC ACCESS TO THIS MEETING
AND FOR SUBMISSION OF PUBLIC COMMENTS ARE LOCATED ON THE PAGE
FOLLOWING THE AGENDA**

AGENDA

- I. Roll Call
- II. Approval of Minutes of the Meeting of January 16, 2024
- III. Executive Director's Report
- IV. Administrative Matters
 - A. **Agreement for Professional Services with Connor Strong & Buckelew Companies, LLC**

The agreement includes insurance, risk management, claims, safety/loss control, and administrative services dating back to January 1, 2024.
 - B. **First Amendment to Amended and Restated Management Contract between Philadelphia Housing Development Corporation and Philadelphia Land Bank**

The agreement extends the term of the existing Amended and Restated Management Contract (the "Contract") for four additional one-year terms, retroactive to July 1, 2023. All other terms and provisions of the Contract will remain unchanged and continue in full force and effect.
 - C. **Interagency Transfers**

The property below is proposed for transfer to the Philadelphia Housing Development Corporation for disposition, reuse and/or management by the Philadelphia Housing Development Corporation, specifically community open space preservation.

 - 1115 N. 41st Street (*property being transferred by the Department of Public Property to PHDC via the Land Bank*)

V. Property Dispositions

A. Development – Affordable Housing (unsolicited)

The properties below are proposed for disposition to a Community Land Trust (the “CLT”) which will be established by Mount Vernon Manor, Inc. upon approval of the disposition. The CLT will develop four (4) single-family affordable homeownership units, intended for sale to households with incomes ranging from 60% to 80% of the Area Median Income (AMI), and will retain ownership of the land while selling the improvements on the land to eligible homebuyers. The anticipated sale price for each of the four homes will range from \$135,000 to \$155,000. Under the terms of the ground lease, homeowners will lease the land from the CLT and own the improvements on the land. This lease will have a duration of 99 years and is renewable. The application was unsolicited and qualified as per terms of the disposition policy. An EOP plan will apply to this project.

- 708, 710, 714 and 723 N. Shedwick Street (CD3) *(all properties being transferred by the Philadelphia Redevelopment Authority to the Land Bank)*

VI. Public Comment (Old & New Business)

VII. Adjournment

MEMORANDUM

FROM: Andrea Imredy Saah, Esq., Senior Counsel

RE: **Philadelphia Land Bank March 12, 2024 Board Meeting**
Remote Board Meeting Notice, Public Attendance, and Comment Procedures

DATE: March 1, 2024

The next Meeting of the Board of Directors of the Philadelphia Land Bank (“Land Bank”) is currently scheduled for Tuesday, March 12, 2024, with the executive session to begin at 9:30 A.M. and the meeting to begin at 10:00 A.M. or as soon as the Executive Session has ended. This meeting will be held remotely using Zoom webinar. The meeting is open to public attendees and for public comments and questions.

PLEASE NOTE: To participate in the meeting on your computer, you must register in advance. This requirement is necessary to allow us to collect the names of participants as required by law. Using a computer, tablet or smartphone, use the following link:

https://us02web.zoom.us/webinar/register/WN_uShnioX9SLuhXBEJVC4utQ

After registering, you will receive a confirmation email containing information about joining the webinar. Members of the public who join before 10 A.M. will be given access when the meeting begins.

Webinar ID: 863 4196 8429; Passcode: 433530

To join the meeting by calling in, dial one of the following numbers:

+1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 **Passcode: 433530**

The Board agenda and package will be available to view no later than five (5) days prior to the Board meeting at <https://phdcphila.org/who-we-are/boards/philadelphia-land-bank-board/>. Public comment and questions regarding the matters that are posted on the agenda may be submitted by email prior to the Board meeting and/or in person if attending the Board meeting.

To submit questions or comments prior to the Board meeting, you must email the following information to andrea.saah@phdc.phila.gov by 3:00 p.m. on Monday, March 11, 2024:

- Your full name and group or company affiliation, if applicable;
- Contact information (your email address);
- Identify the agenda item that you are addressing; and
- State your question/comment in a clear and concise manner.

Questions/comments submitted via email by the 3:00 pm deadline will be summarized at the Board meeting, answered or addressed to the extent the Board chooses, and attached to the minutes of the meeting.

To submit questions or comments during the Board meeting when public comment on an agenda item is requested by the Board Chair, use the “Raise Hand” function at the bottom of the screen. You may also submit your questions/comment using the “Q&A” function. Do not use the Chat function for questions or comments. The Board Chair may limit repetitious questions/comments. Q&A submissions will be attached to the minutes of the meeting.

If possible, the Board meeting will be recorded and made publicly available within thirty (30) days. If you have a question about an agenda item after the meeting concludes, please submit it as described above. To the extent possible, it will be addressed by Land Bank staff or by the Board at the next meeting.

PHILADELPHIA LAND BANK

JANUARY 16, 2024 BOARD OF DIRECTORS MEETING MINUTES (DRAFT)

A Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Tuesday, January 16, 2024, via Zoom webinar, of which proper notices were given. A condensed certified transcript of this meeting is attached to these minutes as Exhibit A.

Call to Order

Acting Board Chair Andrew Goodman called the meeting to order at 10:07 a.m.

Mr. Goodman introduced himself as Acting Board Chair and welcomed everyone to the January meeting of the Philadelphia Land Bank Board.

Andrea Imredy Saah, Senior Counsel, made the following announcements:

Today's Board meeting is being held via an authorized communication device and is being recorded. Questions and comments may be made using the Q&A function or by using the "raise hand" function. If you are calling in and not using the Zoom webinar link, you may ask questions or make comments by pressing *9 on your phone or using the "raise hand" function. Please do not use the Chat function. If any member of the public has any issues submitting questions or comments, please send an email to Andrea.Saah@phdc.phila.gov. Please note that all questions and comments received by email prior to this meeting or through the Q&A function during the meeting will be included in the minutes. All questions and comments received by 4 pm yesterday were shared with the Board. Two emails were received the morning of this meeting, and they were shared with the Board as well.

Prior to today's Public Session, the Board held an Executive Session during which Mr. Rodriguez reviewed the agenda, announced the departure of Director of Real Estate Jessie Lawrence and expressed appreciation for Mr. Lawrence's services.

Item I Roll Call

The following members of the Board of Directors reported present: Maria Gonzalez, Andrew Goodman, Michael Johns, Rebecca Lopez Kriss, Majeedah Rashid, Mo Rushdy and Rick Sauer.

The following Board members were absent: Alexander Balloon and Michael Koonce.

The following Land Management staff members were present: Angel Rodriguez, Jessie Lawrence, Andrea Imredy Saah, Esq., Robert Spence, Esq., Todd Hestand, Cristina Martinez, Germaine McCray-McDonald, Brian Romano, Tracy Pinson-Reviere, Mathen Pullukattu, Evelyn Sheard and Carolyn Terry.

Public Attendees: The list of public attendees follow these minutes.

A quorum of Directors was present, and the meeting, having been duly convened, proceeded with business.

Mr. Goodman announced new rules for public comment to be implemented this year. Individuals will be allowed two (2) minutes for public comment per person per agenda item. There will be no personal attacks or hate speech against anyone, including applicants, staff members, Board members or other members of the public. Comments must be related to the specific agenda item in question. Staff will assist with timing and muting microphones as needed. Mr. Goodman stated these rules are in line with “best practices” from comparable boards and commissions in the City of Philadelphia, and Mr. Goodman trusts that this will maintain robust public comment at the meetings.

Item II

Approval of Board Minutes

Mr. Goodman called for questions or comments from the Board regarding the minutes of the Board meeting of December 12, 2023. There were none. Mr. Goodman called for questions or comments from the public. There were none.

Mr. Goodman called for a motion regarding approval of the minutes.

Mr. Rushdy moved to approve the minutes. Ms. Gonzalez seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the December 12, 2023 Board Meeting minutes.

Item III

Executive Director’s Report

Mr. Rodriguez wished everyone a Happy New Year. Mr. Rodriguez reported that there was a ribbon cutting, the final of four (4) ribbon cuttings last year. It was for the BMK Property Group’s project on William Street in Kensington, and the ribbon cutting went well. Mr. Rodriguez encouraged people to look at the Turn the Key website, a link to which was placed in the chat, to see what is being produced as affordable housing.

Mr. Rodriguez stated there will be a groundbreaking for the Grays Ferry Dover-Myrtlewood project at 1553 S. Dover Street on Tuesday, February 20 at 1:30 pm in the 2nd Council District in South Philadelphia. The project is significant because it is a partnership of BMK and Dawud Bey, who is a first cohort graduate of the PHDC Minority Developer Program. This shows the results of the initiatives to support black and brown developers and pair them with larger contractors to get affordable housing built.

Mr. Rodriguez added there will also be a ribbon cutting for the Sharswood-Blumberg project in late February. This is a partnership between PHA and PHDC’s Turn the Key program and will offer seventy-seven (77) affordable homes in the Sharswood-Blumberg area.

Mr. Rodriguez notified the Board and public that, pursuant to Resolution No. 2023-32, two projects' sales prices were approved administratively. The home sales prices in the Pastor James Allen project in Council District 4 were increased from \$195,000 and \$200,000 (*NOTE: the previously approved prices were \$200,000 and \$230,000, not \$195,000 and \$200,000*) to \$230,000 and \$250,000, respectively, with income eligibility remaining at or below 80% of AMI. The increase is due to rising construction costs and financing costs in the construction finance market. For the Grays Ferry Dover-Myrtlewood project in Council District 2, the home sales price is increasing from \$230,000 to \$250,000, with income eligibility remaining at or below 80% AMI, again due to construction costs and construction financing costs.

Mr. Rodriguez acknowledged that Jessie Lawrence, who served as Real Estate Director for the past three (3) years, is departing to work for Mayor Parker as Associate Deputy Mayor for Planning and Special Projects.. This is his last Board meeting and last day with the Land Bank. Mr. Rodriguez, Mr. Goodman, and other Board members congratulated and thanked Mr. Lawrence and wished him well.

Item IV **Property Dispositions**

Mr. Goodman stated there are three (3) property dispositions before the Board today, and that he would be recusing himself for the first item. Mr. Goodman stated he provided technical assistance to the applicant for the first disposition as part of his role in the 3rd Council District. A copy of the letter to the Board recusing himself from this item is attached to these minutes as **Exhibit B**.

A. Development – Mixed-Income Housing (unsolicited)

Mr. Goodman stated Ms. Gonzalez would chair the meeting for the first item and then turned off his audio and video. Ms. Gonzalez stated that, per the Land Bank bylaws, as Secretary, she will act as Chair for the item.

Mr. Lawrence requested that the Board authorize the disposition of lots in the University City area to Northern Libs Partners LLC for the development of nineteen (19) mixed-income homeownership units. This proposal includes five (5) single-family units and fourteen (14) condominium units and duplex structures. The properties are in the Third Council District at 4422 and 4426-30 Ludlow Street; and 18, 20, 24, 26, 28, 30 and 34-36 S. 44th Street. The proposal includes four (4) units which will be sold to households with incomes at or below 60% AMI with a maximum price of \$199,990, one (1) unit which will be sold to a household with an income at or below 80% AMI with a maximum price of \$250,000, and six (6) units which will be sold to households with incomes at or below 100% AMI with a maximum price of \$280,000, for a total of eleven (11) affordable units. The units will be three (3) stories with no basement, containing 1,500 square feet with three (3) bedrooms and two (2) bathrooms. There will also be market-rate units which will be 2,000 square feet with no basements, three (3) stories, and include four (4) bedrooms and four and a half (4.5) bathrooms. The affordable units will be eligible for participation in the Turn the Key Program.

The proposal was unsolicited and evaluated pursuant to the disposition policy. The applicant plans to purchase the properties for \$12,000. The applicant is compliant and in good standing with the City of Philadelphia. The project will require an Economic Opportunity Plan and will be subject to an

irrevocable power of attorney and a right of re-entry and reverter restrictions. The affordable units will be subject to use restrictions and income verification requirements to ensure the units remain affordable for at least 15 years.

Ms. Gonzalez called for questions or comments from the Board. There were none.

Ms. Gonzalez asked if any correspondence was received prior to the Board meeting. Ms. Imredy Saah responded that the Board received two (2) letters supporting the disposition and two (2) letters opposing the disposition, all of which are attached to these minutes as **Exhibit C**. The first letter supporting the development was from Councilmember Gauthier, and the second supporting letter was from the West Philadelphia Economic Development Council. The first letter of opposition was from West Philly United Neighbors RCO, and the second letter was from Jihad Ali.

Ms. Gonzalez called for comments or questions from the public.

Ms. Lopez Kriss asked to hear from the developer regarding the accuracy of the claims in the letters of opposition. Jeremy Blatstein, representing the developer, responded, explaining that he emailed the RCOs identified by the Land Bank and delivered letters to the community members within 250 feet of the project on December 28, 2023. Mr. Blatstein sent a follow-up email to the RCOs the day prior to the meeting as a reminder. The meeting was held January 11, 2024. Mr. Blatstein said the meeting went well, but acknowledged there was opposition from West Philadelphia United Neighbors and Mr. Jihad Ali. Ms. Lopez Kriss asked if everyone received a paper notice in their mailbox about the meeting. Mr. Blatstein responded yes, they did. Ms. Lopez-Kris asked how many people attended the meeting. Mr. Blastein responded fifteen (15) people attended.

Ms. Gonzalez recognized Ang Sun, the President of West Philadelphia United Neighbors. Mr. Sun commented on the transparency of this process, stating that only 5 or 6 people attended the meeting. Mr. Sun did not attend the meeting, as he did not see the initial notice and the reminder was sent two (2) hours before the meeting on January 11.

Ms. Gonzalez next recognized Jihad Ali, who voiced his opinion that the community meeting notification process is flawed. Mr. Ali did not like that there was no sign-in sheet in the Board package and that no vote was taken regarding community support and asked that the disposition be tabled. Mr. Rodriguez then clarified the community meeting requirement and notification process. The community meeting was instituted as a requirement by the Land Bank Board to provide an additional opportunity for the community to receive information about a proposed disposition. It is not a Registered Community Organization (RCO) meeting, it does not follow RCO and planning department rules, and a vote is not required. The goal is to alert the community so they can come to the Board meeting and share their concerns. Mr. Rodriguez also noted that the Land Bank posted notice on the properties regarding the pending disposition.

Mr. Rushdy asked Mr. Blatstein if he received a package with instructions from the Land Bank staff on whom to contact for the community meeting. Mr. Blatstein responded that the letter from the Land Bank instructed him to give notice to residents within 250 feet of the property and provided a list of RCOs to notify. Mr. Rushdy asked if Mr. Blatstein received an acknowledgement or receipt of the notices when they were sent. Mr. Blatstein responded that he did, since one of the local neighbors was on the call and that indicated the neighbors received the notices. Mr. Rushdy asked if the instructions from the Land Bank were followed. Mr. Blatstein confirmed that they were. Mr. Rushdy asked Land Bank staff if they believed the instructions were followed. Mr. Lawrence

responded affirmatively. Ms. Gonzalez asked if a sign-in sheet was provided to the Land Bank. Mr. Blatstein confirmed that it was.

Mr. Sauer asked if the developer is restricted to the type of development and number of units identified in the application. Mr. Rodriguez said the developer is restricted to the project as approved by the Board. There is a Purchase and Development Agreement which defines the project and is recorded. The agreement includes a right of reverter and other restrictions which protect the Land Bank in the event the developer does not fulfill the terms of the agreement. The Land Bank also does not convey the properties until the developer receives their permits and would not issue a consent to sell letter if the developer did not build the project as approved. Finally, there is a Declaration of Restrictive Covenants that is recorded against the properties, which includes a definition of the use approved by the Board and the restrictions and covenants that govern the project.

Ms. Gonzalez next recognized Nabeelah Bey, a member of the Mill Creek community. Ms. Bey agreed with Mr. Ali's proposal to table the disposition and to hold a more widely announced community participation meeting. Ms. Bey voiced her concerns about the additional weight of these structures on the land, and that the area is saturated with housing.

Ms. Gonzalez recognized Mr. Blatstein again. Mr. Blatstein clarified that the developer is contributing one lot to the project, which allows the affordable housing to be fully realized.

Ms. Gonzalez called for a motion regarding the proposed disposition.

Mr. Rushdy moved to approve the disposition. Ms. Lopez Kriss seconded the motion.

Upon motion made and duly seconded, the Board (without Mr. Goodman present) approved the **Resolution Authorizing Conveyance of 4422 Ludlow Street, 4426-30 Ludlow Street, 18-20 S. 44th Street, 24-28 S. 44th Street, 30 S. 44th Street, 34-36 S. 44th Street to Northern Libs Partners, LLC** (attached to these minutes as **Exhibit D**).

B. Development – Community-Benefitting Use (unsolicited)

Mr. Goodman returned to the meeting, and Ms. Rashid turned off her audio and video at this time. Mr. Rodriguez explained that Ms. Rashid has an affiliation with the applicant for the next disposition and is recusing herself from this item. A copy of her letter explaining the recusal is attached to these minutes as **Exhibit E**.

Mr. Rodriguez requested that the Board authorize the lease of 3601 Germantown Avenue, formerly a City-owned parking lot being transferred to the Land Bank, to Called to Serve CDC. The lease would be for \$10 per year for an initial 1-year term, which would automatically extend to 5 years, and would allow for five 5-year extensions for a possible total of 30 years pending City Council approval. Called To Serve CDC wishes to lease the 65-space parking lot and to sublet the parking lot to 3701 North Broad LLC, which owns the Beury Building, located at 3701-03 North Broad. The Beury Building is being redeveloped as a hotel with restaurant, fitness center, and meeting spaces. 3701 North Broad would like to use 45 spaces for valet parking for its guests. The remaining 20 spaces would continue to be used by existing businesses along the commercial corridor. The sublease requires 3701 North Broad LLC to make improvements to the parking lot and to provide security for the lot. Hotel rooms and meeting space would also be provided to Called

To Serve CDC in support of its programming. The lease terms are summarized in Exhibit A to the proposed resolution, and the terms of the sublease to 3701 North Broad LLC are summarized in Exhibit B to the proposed resolution. Called To Serve will also be required to report to the Land Bank how they are using the funds received from 3701 North Broad LLC

Mr. Goodman asked if there is any precedent for such an arrangement. Mr. Rodriguez responded that the Land Bank owns land near 15th and Poplar where North Broad Renaissance has a multi-year lease with the Land Bank, and they sublet the land to the Met event venue. North Broad Renaissance receives rent payments and in-kind services. The agreement has been in place for multiple years and is going well. This type of arrangement allows the City to leverage its resources to improve the commercial corridor without expending any funds directly. Mr. Goodman asked if the improvements were required under the agreement. Mr. Rodriguez responded that they are, and the Land Bank would be monitoring to ensure they are completed.

Mr. Goodman asked if any correspondence was received prior to the Board meeting. Ms. Imredy Saah stated that none was received. Mr. Goodman asked if any member of the public wished to comment on this item. There were none.

Mr. Goodman called for a motion regarding the proposed disposition.

Ms. Gonzalez moved to approve the disposition. Mr. Johns seconded the motion.

Upon motion made and duly seconded, the Board unanimously (without Ms. Rashid present) approved **Resolution Authorizing a Lease between Philadelphia Land Bank and Called To Serve CDC, Inc., and a Sublease between Called To Serve CDC, Inc. and 3701 North Broad, LLC, for 3601 Germantown Avenue** (attached to these minutes as **Exhibit F**).

C. Side/Rear Yards

Mr. Lawrence requested that the Board authorize the conveyance of 2428 North Orianna Street in the 7th Council District to the adjacent owner, Anthony K. Bright, Jr., to be used as a side or rear yard. The applicant is compliant and in good standing with the City of Philadelphia. The property will be subject to a 30-year mortgage and use restrictions as a side or rear yard.

Mr. Goodman called for questions from the Board. Mr. Goodman asked if the adjacent owner was an entity. Mr. Lawrence stated the Land Bank reviewed the deed and ownership and is satisfied that Mr. Bright is the owner and occupant of the adjacent home.

Mr. Goodman asked if any correspondence was received prior to the Board meeting. Ms. Imredy Saah stated none was received.

Mr. Goodman asked if any member of the public wished to comment on this item and recognized Odessa Tate, who asked if the 28th Street and Cumberland Street development was on the agenda today. Mr. Rodriguez confirmed that that project was not on the agenda for this meeting.

Mr. Goodman called for a motion regarding the proposed disposition.

Ms. Lopez Kriss moved to approve the disposition. Mr. Rushdy seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the **Resolution Authorizing Conveyance of 2428 North Orianna Street to Anthony K. Bright, Jr.** (attached to these minutes as **Exhibit G**).

Item V **Public Comment (Old & New Business)**

Mr. Goodman asked if any member of the public wished to raise old or new business. Mr. Goodman recognized Jihad Ali, who thanked Mr. Lawrence for his service. Mr. Ali stated the Board can be disrespectful, and that he believes the processes required by the Land Bank are flawed. Mr. Ali also requested that all conflicts of interest be reduced to writing. Ms. Imredy Saah clarified that Board members are supposed to submit a letter explaining their conflict of interest prior to the meeting, but if they did not recognize the conflict prior to the meeting, they are required to verbally acknowledge the conflict in the meeting and submit a written letter after the meeting.

Mr. Goodman next recognized LuAn Gethers. Ms. Gethers owns a property in Strawberry Mansion and requested contact information for someone at the Land Bank to address maintenance needs at an adjacent property. Ms. Gethers also asked about the process for the City releasing the adjacent property for competitive bidding. Mr. Rodriguez responded that if Ms. Gethers provides the property address, the maintenance team can stabilize the property.

Mr. Goodman next recognized Lawrence Macey. Mr. Macey asked for contact information regarding current and future RFP for low-income affordable housing developments. Mr. Rodriguez provided the contact information for Melissa Long, Director of the Division of Housing and Community Development, in the chat. Mr. Goodman added that the PHDC website has information regarding the competitive and noncompetitive bid processes.

Mr. Goodman next recognized Ronald Jackson. Mr. Jackson asked for Mr. Macey's contact information. Mr. Rodriguez responded that Mr. Macey put his email in the Q&A, and that Mr. Rodriguez would post the email in the chat for Mr. Jackson's convenience.

Item VI **Adjournment**

Mr. Goodman called for a motion to adjourn. Ms. Gonzalez moved to adjourn the meeting. Mr. Sauer seconded the motion.

Upon motion made and duly seconded, the Board unanimously voted to adjourn at 11:11 am.

NOTE: Any comments and questions submitted via the Q&A function follow the list of attendees attached to these minutes.

SECRETARY TO THE BOARD

PUBLIC ATTENDANCE SHEET
PHILADELPHIA LAND BANK BOARD OF DIRECTORS REGULAR MEETING
 Tuesday, JANUARY 16, 2023, at 10:00 AM, held remotely using Zoom Webinar.

User Name
jamila davis
Mark Coriolan
Lawrence Macey
Abdul-Rahim Muhammad
David Fecteau
Winnie Branton
Jacquelyn Sims
Strawberry Mansion Community Concern
Wayne T
Jeremy Blatstein
Traci Powell
Lili Razi
Suzanne Ponsen
Kelly Cary
Jeffrey Brown
Larry Griffin
Anthony Fullard
Nicole Clayton-Morgan
Michelle Lewis
Arlene Wayns - Thomas
CRYSTAL TANN-ROBERTS
LuAn Gethers
Thom Webster
Juanda Myles
Daniel Galarraga
Pam Andrews
Ang Sun
Arlene Smith
Jeffrey Harley
Nabeelah Bey
Odessa Tate
Yvie Jones
Phillip Zhao
Marina Adimari
Ronald Jackson has
Ronald Jackson
Kyle Sampson

PUBLIC ATTENDANCE SHEET
PHILADELPHIA LAND BANK BOARD OF DIRECTORS REGULAR MEETING
Tuesday, JANUARY 16, 2023, at 10:00 AM, held remotely using Zoom Webinar.

User Name
Terrance Lisby
Guy Orens
scott orens
Dan Toennies
Brennan Tomasetti
Caller 1
Caller 2
Caller 3
Caller 4

PUBLIC COMMENTS SUBMITTED IN Q&A
PHILADELPHIA LAND BANK BOARD OF DIRECTORS REGULAR MEETING
 Tuesday, JANUARY 16, 2023, at 10:00 AM, held remotely using Zoom Webinar

#	Question	Asker Name	Answer
1	are they sold at 12k PER lot?	Nabeelah Bey	\$1,000/ parcel = \$12,000 total
2	That is awful Are they vacant lots?	Nabeelah Bey	Yes
3	Why can't the community preserve green space and community gardens?	Nabeelah Bey	The site is currently being used for illegal parking. We have not received a qualified application for that use.
4	Do you have a document on the required items for a qualified application?	Nabeelah Bey	Anyone interested in acquiring public land must apply via this website: https://phdcphila.org/land/buy-land/
5	Who is the developer?	Nabeelah Bey	Northern Libs Partners, LLC
6	I agree with the initial suggestion table until another community meeting can be held	Nabeelah Bey	
7	Jeffrey Harley from Called To Serve CDC is on the call.	Jeffrey Harley	
8	Is the Land Bank considering hybrid board meetings rather than solely virtual meetings?	Winnie Branton	For the time being we will be remote.
9	maceysenterprises@gmail.com	Lawrence Macey	

Exhibit A

Condensed transcript of JANUARY 16, 2023 Board Meeting follows

Board of Directors Meeting
01/16/2024

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CITY OF PHILADELPHIA
PHILADELPHIA LAND BANK

- - - - -

BOARD OF DIRECTORS MEETING

DATE: Tuesday, January 16, 2024

LOCATION: Zoom Teleconference

REPORTED BY: John Kelly, Court Reporter

BOARD MEMBERS: ANDREW GOODMAN, Acting Chair
MARIA GONZALEZ, Board Secretary
MICHAEL JOHNS, Board Member
ALEXANDER BALLOON, Board Member
MAJEEDAH RASHID, Board Member
RICK SAUER, Board Member
MO RUSHDY, Board Member
REBECCA LOPEZ KRISS, Board Member

ALSO PRESENT: ANDREA IMREADY SAAH, Esquire, Board Counsel
ANGEL RODRIGUEZ, Executive Director
JESSIE LAWRENCE, Director, Real Estate, PHDC

Pages 1 through 51

Lexitas Legal Philadelphia
215-504-4622

Exhibit A

Board of Directors Meeting 01/16/2024

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AGENDA		Page 2	Page 4
	PAGE		
I. Roll Call	4	1	by email prior to this meeting or through the Q&A function
II. Approval of Minutes of Meeting of December 12, 2023		2	during the meeting will be included in the minutes. All
III. Executive Director's Report	7	3	questions and comments received by yesterday evening were
IV. Property Dispositions		4	shared with the Board. Also, I received two emails this
A. Development - Mixed Income Housing (unsolicited)	10	5	morning which were also just shared with the Board.
4422, 4426-30 Ludlow Street; 18 20, 24, 26, 28,		6	Prior to today's Public Session, the Board held an
30, 34-36 South 44th Street		7	Executive Session during which the agenda was reviewed and
B. Development - Community-Benefitting Use		8	also Mr. Lawrence's departure was announced, and
(unsolicited)		9	appreciation was expressed for his service. And that's it.
3601 Germantown Avenue	32	10	ACTING CHAIR GOODMAN: Thank you, Andrea. And with
C. Side/Rear Yards		11	that, let's do roll call.
2428 North Orianna Street	37	12	MS. SAAH: Rick Sauer?
VI. Public Comment (Old & New Business)	41	13	MR. SAUER: I'm here.
VII. Adjournment	49	14	MS. SAAH: Mo Rushdy?
		15	MR. RUSHDY: Here.
		16	MS. SAAH: Majeedah Rashid?
		17	MS. RASHID: Here.
		18	MS. SAAH: Michael Koonce?
		19	(No response.)
		20	MS. SAAH: Michael Johns?
		21	MR. JOHNS: Here.
		22	MS. SAAH: Maria Gonzalez?
		23	MS. GONZALEZ: Here.
		24	MS. SAAH: Andrew Goodman?

PROCEEDINGS		Page 3	Page 5
1	ACTING CHAIR GOODMAN: Good morning and Happy New Year	1	ACTING CHAIR GOODMAN: Here.
2	to everyone. Welcome to the January 2024 meeting of the	2	MS. SAAH: Alexander Balloon?
3	Philadelphia Land Bank Board of Directors. My name is	3	(No response.)
4	Andrew Goodman. I am Acting Chair of the Philadelphia Land	4	MS. SAAH: Rebecca Lopez Kriss?
5	Bank Board. Happy New Year, happy snow, thanks for taking	5	MS. LOPEZ KRISS: I'm here.
6	time to be with us this morning.	6	MS. SAAH: All right. We have a quorum and can
7		7	proceed.
8	And I apologize ahead of time if I sound a little	8	ACTING CHAIR GOODMAN: Great. Thank you so much.
9	froggy here, more froggy than normal, coming out of being	9	Before we proceed to the next item of the agenda, I
10	under the weather for a few days, so thank you for your	10	wanted to take a moment to announce some new ground rules
11	patience.	11	for public comment that we'll be implementing this month.
12	With that, I will turn it over to our attorney for a	12	New year, new ideas on how to make sure we are maximizing
13	brief note about conducting virtual meetings.	13	the opportunity for as many people as possible to give
14	MS. SAAH: Good morning, everyone. Today's meeting is	14	public comment at these meetings.
15	being held via an authorized communication device and is	15	So for agenda items where public comment is taken,
16	being recorded. Questions and comments may be made using	16	individuals will now have the following ground rules for
17	the Q&A function or using the "raised hand" function. If	17	giving public comment.
18	you are calling in and not using the Zoom webinar link, you	18	First, we will allow individuals to give up to two
19	may ask questions or make comments by pressing star 9 on	19	minutes of public comment per person per agenda item.
20	your phone or using the "raised hand" function. Please do	20	We will set a rule of no personal attacks or hate
21	not use the chat function. If any member of the public has	21	speech on any individuals. This includes applicants, staff
22	any issues submitting questions or comments, please send an	22	members, Board members, or other members of the public.
23	email to andrea.saah@phdc.phila.gov.	23	Comments must be relevant to the specific agenda item
24	Please note that all questions and comments received	24	in question, and I'll ask staff to help with timing and

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<p style="text-align: right;">Page 6</p> <p>1 muting people's microphones as needed.</p> <p>2 These are in line with best practices from comparable</p> <p>3 boards and commissions in the City of Philadelphia, and I</p> <p>4 trust that they'll help maintain robust public comment as</p> <p>5 we've had for many years now.</p> <p>6 So I wanted to announce that, everybody, at the very</p> <p>7 beginning, and we'll proceed now to the next agenda item</p> <p>8 which is review of the minutes from the last Board meeting.</p> <p>9 Hopefully members of the Board have had ample time to review</p> <p>10 the minutes from the December 2023 Board.</p> <p>11 Are there any questions or comments on last month's</p> <p>12 Board minutes?</p> <p>13 (No response.)</p> <p>14 ACTING CHAIR GOODMAN: Hearing none, can I get a</p> <p>15 motion?</p> <p>16 MR. RUSHDY: Motion to approve.</p> <p>17 MS. GONZALEZ: Second.</p> <p>18 ACTING CHAIR GOODMAN: Motion has been made and</p> <p>19 properly seconded to approve meeting minutes from the</p> <p>20 December 2023 meeting of the Land Bank Board. All in favor?</p> <p>21 (Chorus of ayes.)</p> <p>22 ACTING CHAIR GOODMAN: Any opposed?</p> <p>23 (No response.)</p> <p>24 ACTING CHAIR GOODMAN: The ayes have it. Motion</p>	<p style="text-align: right;">Page 8</p> <p>1 Next we'll be having a ribbon cutting for Sharswood</p> <p>2 Blumberg in late February as well. This is a partnership</p> <p>3 between PHA and also with Lane Management to actually expand</p> <p>4 what we're offering in Turn the Key. So we're looking</p> <p>5 forward to that. Those will be 77 new affordable homes that</p> <p>6 are coming on line in the Sharswood Blumberg area.</p> <p>7 And then just to notify the Board and the public,</p> <p>8 pursuant to Resolution 2023-32, two projects, the sales</p> <p>9 prices were -- we approved administratively the increase of</p> <p>10 sales prices.</p> <p>11 One is for Pastor Allen in the Fourth District,</p> <p>12 increasing the sales price from \$195,000 and \$200,000</p> <p>13 respectively to \$230,000 and \$250,000. They still would be</p> <p>14 affordable at 80 percent of AMI. These are due to rising</p> <p>15 construction costs and financing issues in the construction</p> <p>16 finance market.</p> <p>17 Next is Dover Myrtlewood in the Second District, which</p> <p>18 we are increasing from \$230,000 to \$250,000 at 80 percent of</p> <p>19 AMI, again for construction costs and financing.</p> <p>20 And then finally what I'd like to acknowledge is</p> <p>21 Jessie Lawrence. He has been serving as our real estate</p> <p>22 director for the past three years. He will be departing.</p> <p>23 This will be his last Board meeting, and actually last day</p> <p>24 here at the Land Bank. I got him to stay at least for one</p>
<p style="text-align: right;">Page 7</p> <p>1 carries. Minutes are approved.</p> <p>2 We will now proceed to our report from our executive</p> <p>3 director.</p> <p>4 MR. RODRIGUEZ: Good morning, Board and public. Happy</p> <p>5 New Year. Today I'd like to report on several things. I</p> <p>6 want to just let everybody know, we did have a ribbon</p> <p>7 cutting last year. It was our last ribbon cutting. I think</p> <p>8 we had four last year, over on William Street. It went very</p> <p>9 well.</p> <p>10 I suggest and encourage people to really take a look</p> <p>11 at our Turn the Key web site. We'll put the link in the</p> <p>12 chat for everybody, but it was a great product. I think</p> <p>13 everybody should look and see what we're producing for the</p> <p>14 general public as affordable housing.</p> <p>15 We do have a groundbreaking that's coming up in Dover</p> <p>16 Myrtlewood in South Philadelphia. This is in the second</p> <p>17 councilmanic district. That will be in late February.</p> <p>18 What's significant about this is, this is a</p> <p>19 partnership between BMK and Dawoud Bey, who is a MDP, a</p> <p>20 minority developer program, our first cohort graduate. So</p> <p>21 we're really looking forward to that. It's showing our</p> <p>22 initiatives to really support black and brown developers and</p> <p>23 pair them with responsible prime contractors to get housing</p> <p>24 done.</p>	<p style="text-align: right;">Page 9</p> <p>1 more Board meeting.</p> <p>2 He will be moving on to work for our new mayor, Mayor</p> <p>3 Parker, and work as assistant deputy mayor for planning and</p> <p>4 special projects.</p> <p>5 I can't say enough about the impact Jessie's had on</p> <p>6 myself and the organization and the staff. We do wish him</p> <p>7 well, and I've got to say, he's a great hire. It's a big</p> <p>8 loss for us but a great gain for the city, and I wish you</p> <p>9 well.</p> <p>10 MR. LAWRENCE: Thank you, Angel, appreciate it.</p> <p>11 ACTING CHAIR GOODMAN: Hear, hear. Congratulations,</p> <p>12 Jessie. Tough shoes to fill for sure. I was even surprised</p> <p>13 to see you this morning. Thank you for your work on behalf</p> <p>14 of the entire Board.</p> <p>15 MR. LAWRENCE: Thank you, Mr. Chair.</p> <p>16 MR. RUSHDY: Thank you, Jessie.</p> <p>17 MR. LAWRENCE: Thank you.</p> <p>18 MR. RODRIGUEZ: That concludes my report.</p> <p>19 ACTING CHAIR GOODMAN: All right. Thank you, Angel.</p> <p>20 Any questions on the executive director's report?</p> <p>21 (No response.)</p> <p>22 ACTING CHAIR GOODMAN: Seeing none, move into Agenda</p> <p>23 Item No. IV, property dispositions. We have three different</p> <p>24 property dispositions agenda items before the Board this</p>

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<p>Page 10</p> <p>1 morning.</p> <p>2 First one is around a mixed income housing development</p> <p>3 proposal in the 44th and Ludlow area in the Third Council</p> <p>4 District. For that one, I'll be recusing myself as part of</p> <p>5 my day-to-day role as providing technical assistance in the</p> <p>6 Third Council District. I'll turn chair duties over to</p> <p>7 Maria Gonzalez, and I will turn off my audio and video.</p> <p>8 Thank you.</p> <p>9 ACTING CHAIR GONZALEZ: Thank you, Mr. Chair.</p> <p>10 Good morning, everyone. In accordance with the bylaws</p> <p>11 of the Philadelphia Land Bank, I as secretary will be acting</p> <p>12 as chair on this particular agenda item. As Mr. Goodman</p> <p>13 said, he is recusing himself.</p> <p>14 So with that, I give the floor to staff to make a</p> <p>15 presentation.</p> <p>16 MR. LAWRENCE: Thank you, Madam Acting Chair. First</p> <p>17 item on the list, Item A in this section, today we're asking</p> <p>18 the Board to authorize the disposition of lots in University</p> <p>19 Cities to Northern Libs Partners, specifically for the</p> <p>20 development of 19 mixed income homeownership units.</p> <p>21 This particular proposal includes five single-family</p> <p>22 units and 14 condominium units and duplex structures. The</p> <p>23 properties are in the Third District, and they are listed as</p> <p>24 follows: 4422, 4426 to 30 Ludlow Street, and also 18 to 20,</p>	<p>Page 12</p> <p>1 unsolicited and evaluated pursuant to the disposition</p> <p>2 policy. The developer plans to purchase the property for</p> <p>3 \$12,000.</p> <p>4 Evidence of project financing has been provided. The</p> <p>5 applicant is in compliance and good standing with the City</p> <p>6 of Philadelphia. The project will be subject to an economic</p> <p>7 opportunity plan. The project will be subject to an</p> <p>8 irrevocable power of attorney and right of re-entry/reverter</p> <p>9 as well.</p> <p>10 The sale of those affordable units will be subject to</p> <p>11 use restrictions and income verification requirements, as a</p> <p>12 Declaration of Restrictive Covenants will be placed on them</p> <p>13 to ensure that the units remain affordable for at least 15</p> <p>14 years. That is it.</p> <p>15 ACTING CHAIR GONZALEZ: Thank you, Jesse. Do we have</p> <p>16 any questions or comments from the Board?</p> <p>17 (No response.)</p> <p>18 ACTING CHAIR GONZALEZ: Seeing none, Andrea, do we</p> <p>19 have any comments from the public?</p> <p>20 MS. SAAR: Yes, Madam Chair. We received two letters</p> <p>21 supporting the disposition and two letters opposing the</p> <p>22 disposition.</p> <p>23 The first was a letter from Councilwoman Gauthier</p> <p>24 supporting the disposition. She was writing to express her</p>
<p>Page 11</p> <p>1 24 to 28, 30, 34 to 36 South 44th Street, generally located</p> <p>2 at 44th and Ludlow.</p> <p>3 The scope specifically includes four affordable condo</p> <p>4 units that will target households at 60 percent of AMI.</p> <p>5 That maximum sales price for those units will be \$199,990.</p> <p>6 There will be one affordable unit targeting households</p> <p>7 with incomes at 80 percent of AMI and that unit max sale,</p> <p>8 the maximum sales price for that unit will be \$250,000.</p> <p>9 And then there will be six affordable units that will</p> <p>10 be sold to those at 100 percent of AMI with a maximum sales</p> <p>11 price of \$280,000.</p> <p>12 And then there will be a mix of affordable and market</p> <p>13 rate condos that will be three stories, no basement,</p> <p>14 containing 1,500 square feet with three bedrooms and two</p> <p>15 bathrooms.</p> <p>16 There will also be all single-family market rate units</p> <p>17 that will be 2,000 square feet with no basement, three</p> <p>18 stories, and those units will include four bedrooms and 4.5</p> <p>19 bathrooms.</p> <p>20 The affordable units in this particular case will be</p> <p>21 eligible for neighborhood preservation, the NPI program's</p> <p>22 Turn the Key program. The subsidy will, though, be on a</p> <p>23 sliding scale.</p> <p>24 The proposal for this particular project was</p>	<p>Page 13</p> <p>1 support for the mixed income homeownership proposal at 44th</p> <p>2 and Ludlow Streets that is being reviewed by the Land Bank</p> <p>3 Board of Directors.</p> <p>4 These parcels present a unique opportunity to provide</p> <p>5 family-changing homeownership within walking distance of</p> <p>6 some of the region's largest job centers at the university</p> <p>7 "eds and meds." This location also provide walkable access</p> <p>8 to transit, quality schools, and comprehensive goods and</p> <p>9 services.</p> <p>10 Though the proposal is not fully affordable, it</p> <p>11 provides a depth of affordability that we do not otherwise</p> <p>12 see on the private market.</p> <p>13 Thanks to Turn the Key's soft second mortgages, this</p> <p>14 proposal can generate a majority of its homes sold at</p> <p>15 purchase prices near or sometimes below \$200,000.</p> <p>16 These are unparalleled accessible housing and wealth</p> <p>17 generation opportunities in this amenity-rich section of my</p> <p>18 district, and it's for this reason that I support this</p> <p>19 proposal. Thank you for your consideration. Sincerely,</p> <p>20 Jamie Gauthier.</p> <p>21 The second supporting letter was from the West</p> <p>22 Philadelphia Economic Development Council RCO, addressed to</p> <p>23 the chair.</p> <p>24 The West Philadelphia Economic Development Council RCO</p>

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<p style="text-align: right;">Page 14</p> <p>1 participated in a virtual community meeting. We have 2 expressed concerns about African-American contracting 3 opportunities. The company has verbally committed to seeing 4 African-American contractors participate in the project. We 5 offer no opposition to the project. 6 Councilwoman Gauthier and all other RCOs were copied 7 on this. This came from Kyle J. Sampson, President. 8 Third, we have a letter of opposition from West Philly 9 United Neighbors, another RCO, addressed to the Land Bank, 10 and I will read it briefly. 11 I hope this letter finds you well. I am writing on 12 behalf of West Philly United Neighbors, an RCO deeply 13 concerned about the proposed conveyance of the properties at 14 44th Street and Ludlow Street to the developer Northern Libs 15 Partners. Our opposition is rooted in the following 16 critical reasons: 17 There is a lack of community input. The community was 18 inadequately informed about the proposed development. The 19 initial notification of the Zoom meeting was sent via email 20 by the developer during the holiday season, and many key 21 stakeholders were excluded from the communication. 22 Moreover, the timing of the reminder email, sent just 23 a few hours before the meeting, hindered community 24 participation. Only about five to six community members</p>	<p style="text-align: right;">Page 16</p> <p>1 designated to be sold under 60 percent of AMI. We strongly 2 advocate for 100 percent of the units to be affordable. 3 And fourth, we are deeply concerned about developer 4 accountability. The proposed conveyance involves valuable 5 CMX4-zoned parcels, estimated at multi-millions of dollars. 6 We express concerns about the developer's track record 7 of developing affordable housing and their ability to adhere 8 to proposed plans. 9 When this developer was constructing other buildings 10 in the neighborhood, they very often blocked the one-lane 11 Ludlow Street without permission from the city, enclosed 12 city-owned land with a fence, and parked illegally. 13 The community doubts how the Land Bank will ensure 14 compliance with the proposed 20-unit construction limit. 15 Because these are CMX4-zoned parcels, the developer could 16 develop hundreds of units once they acquire the land. 17 Without a robust mechanism for accountability, we 18 argue against conveying these lands to a developer whose 19 primary motivation may be profit. 20 In conclusion, we urge the Board of Directors to vote 21 against the conveyance of these properties to Northern Libs 22 Partners. Our community's well-being and the preservation 23 of valuable assets controlled by the city should take 24 precedence over the interests of a developer. And this was</p>
<p style="text-align: right;">Page 15</p> <p>1 made the community meeting. 2 Given the significant impact of the proposed 3 development on the community, a more inclusive and 4 well-publicized community meeting is essential. 5 Secondly, the community needs green space. The 6 community values green space and community gardens, which 7 are becoming increasingly scarce. 8 In recent years, within a couple of blocks, many 9 buildings including a total of about 2,000 units of 10 apartments have been constructed and more have been 11 proposed. 12 We have already lost our community garden at 43rd and 13 Ludlow, 12 South 43rd Street, to a developer. That piece of 14 land which was once sold by the city for only \$3000 to the 15 first buyer after changing hands twice eventually sold to a 16 developer from New York City for nearly \$1 million and 17 became an 18-unit apartment building. 18 Preserving green spaces is crucial for the well-being 19 of our neighborhood. We propose that the land in question 20 be conveyed to the community for the establishment of 21 community gardens and community-controlled development. 22 Third, there is inadequate affordable housing in this 23 proposal. The proposed percentage is woefully inadequate. 24 Out of the 20 residential homes planned, only four are</p>	<p style="text-align: right;">Page 17</p> <p>1 sent by Ang Sun, President, West Philly United Neighbors. 2 Lastly, I just received this morning a lengthy letter 3 from Mr. Jihad Ali, writing about this particular proposal. 4 He says that he endorses the concept of developing 5 family homeownership in this area, but the critical issue 6 revolves around whether the current unsolicited developer is 7 the most suitable choice for this project and whether the 8 proposed development fully leverages the zoning density 9 allowed for this specific location. 10 He's asking the Land Bank Board not to vote on this 11 today and is asking for a continuance. 12 First, there has been a severe -- the community has 13 observed a severe lack of public notice and insufficient 14 time for the community to meet and discuss the proposed 15 development. 16 The notice provided for this hearing after the Public 17 Meeting on Thursday, January 11th at 7:00 pm, only left the 18 community and attended eight business hours before the 19 weekend and Dr. Martin Luther King Holiday, so it did not 20 allow for meaningful participation by the attendees of the 21 public meeting to discuss with participating RCO's, which is 22 essential in making informed decisions about the 23 developments in our area. 24 The location of the proposed development in a</p>

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<p style="text-align: right;">Page 18</p> <p>1 sought-after development area with over 500 units within two 2 blocks raises significant concerns. Many questions about 3 parking, design, and the impact on alleyways still need to 4 be answered.</p> <p>5 The developer's failure to disclose their pending 6 development of an 11-story, 100-unit apartment building at 7 4400 Market Street is a significant concern.</p> <p>8 Also, he discovered that three parcels of the proposed 9 development site had been pledged as security for the 10 developer's previous loan with Republic Bank in 2021.</p> <p>11 In the board package, the developer indicated the 12 intent to pledge these same properties as a contribution to 13 another bank. This raises questions about their financial 14 stability and the potential risks associated with the 15 project.</p> <p>16 Lastly, he's concerned that the developer is 17 underutilizing the CMX zoning for the site, not fully 18 maximizing homeownership, and may consider combining the 19 44th Street lots north of Ludlow Street with the 4400 Market 20 Street lots for additional market-rate houses. This could 21 exploit taxpayers' interests in favor of the developer's 22 profit.</p> <p>23 And so because of all these concerns, he's asking the 24 Board to table the item and schedule another public meeting,</p>	<p style="text-align: right;">Page 20</p> <p>1 us, along with notices delivered to all of the local 2 community members that were within 250 feet. So that 3 occurred on December 28th. I hand delivered them to local 4 community members.</p> <p>5 I then sent a follow-up email the day of the meeting 6 as a helpful reminder to the ROCs that the meeting was 7 occurring, along with local community members that were 8 within the 250 feet of the project that were in attendance 9 at that evening.</p> <p>10 And the meeting went well. There was some opposition 11 from the two people that were just stated, but overall there 12 was support for this and there's a need for obviously 13 affordable housing in this area.</p> <p>14 To be able to provide houses at this affordability 15 level is what we are also doing. And the mention, just want 16 to put one point to kind of mention, is that we are 17 contributing two of our lots that we own to this project to 18 make it so that we can actually produce more affordable 19 units on all these Land Bank lots.</p> <p>20 MS. LOPEZ KRISS: So what day was the actual meeting? 21 MR. BLATSTEIN: The meeting was on January 11th at 7 22 p.m. 23 MS. LOPEZ KRISS: It was on January 11th, and you 24 noticed on the 28th?</p>
<p style="text-align: right;">Page 19</p> <p>1 and he appreciates the Board's attention to this matter and 2 looks forward to a fair and transparent process that 3 considers the welfare of the neighborhood. And that was it.</p> <p>4 ACTING CHAIR GONZALEZ: Thank you, Andrea.</p> <p>5 Do we have any members of the public that wish to make 6 a statement?</p> <p>7 MS. LOPEZ KRISS: Maria, I have a question for the 8 developer. Is the developer on the line?</p> <p>9 MR. RODRIGUEZ: It's Jeremy Blatstein. He does have 10 his hand raised.</p> <p>11 MS. LOPEZ KRISS: I'd like to hear from the developer 12 to understand when the community meeting occurred and 13 discuss whether or not the emails that were received are 14 accurate.</p> <p>15 ACTING CHAIR GONZALEZ: Mr. Blatstein?</p> <p>16 MR. BLATSTEIN: Yes, hello. Can you hear me?</p> <p>17 ACTING CHAIR GONZALEZ: Can you please state your name 18 for the record and just answer the question?</p> <p>19 MR. BLATSTEIN: Yes. I'm Jeremy Blatstein. I'm 20 representing Northern Liberties. I work for the developer. 21 The notification went out on December 28th. That is when we 22 were going through the process of knowing that we were going 23 to be on the this week's, this month's Land Bank meeting. 24 So it was emailed to all of the ROCs that were sent to</p>	<p style="text-align: right;">Page 21</p> <p>1 MR. BLATSTEIN: Yes.</p> <p>2 MS. LOPEZ KRISS: And everyone got a paper notice in 3 their mailbox?</p> <p>4 MR. BLATSTEIN: Yes.</p> <p>5 MS. LOPEZ KRISS: How many people attended?</p> <p>6 MR. BLATSTEIN: Fifteen.</p> <p>7 ACTING CHAIR GONZALEZ: Okay. Thank you, Mr. 8 Blatstein. Are there any other persons from the public that 9 wish to make a comment?</p> <p>10 MR. RODRIGUEZ: We have Ang Sun.</p> <p>11 ACTING CHAIR GONZALEZ: Okay. Please state your name 12 and proceed with your statement.</p> <p>13 MR. SUN: Sure. This is Ang Sun, the president of 14 West Philly United Neighbors. I just want to make comments 15 on this transparency, on this community meeting.</p> <p>16 The developer just said that there were 15 people 17 attending. That was not true. The developer just said I 18 and Jihad Ali went to the meeting, opposed that.</p> <p>19 The truth is, I didn't go to that meeting because the 20 initial email was sent during the holiday season on December 21 28th between Christmas Day and New Year's Eve, and it went 22 to my spam folder.</p> <p>23 And I found this out on January 11th when the 24 developer sent this reminder just two hours ahead of the</p>

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<p style="text-align: right;">Page 22</p> <p>1 meeting. That reminder just has one sentence, reminding 2 people there is the meeting at 7 p.m. and the email was sent 3 at 5 p.m. on the same day. 4 And we didn't have time to notify our neighbors, and I 5 reach out to many members, starting Friday. I talked to 6 people on Friday, Saturday, Sunday. None of us heard about 7 this meeting. We didn't know this meeting happen. 8 And I did talk to a few people including Kyle Simpson 9 who sent the letter, and I want to clarify that. Applicant 10 say he was support this, and if you read the letter from 11 Kyle Simpson, it's not, he's not supporting it. It's just 12 non-object to this proposal. 13 And Kyle said there were only five, six people attend 14 that meeting. And Andrew Goodman was there. It was 15 developer was there, but developer is not a community 16 member, and is -- Jihad Ali was there, Pam Andrews was 17 there, and is -- Kyle Simpson was there, and also another -- 18 I think Mr. Coffback (phonetic) was there. 19 MS. SAAH: Two minutes is up. 20 ACTING CHAIR GONZALEZ: Thank you, Mr. Sun. 21 Do we have any other members of the public? 22 MR. RODRIGUEZ: We have Jihad Ali. 23 MR. ALI: My name is Jihad Ali. Jihad Ali. May I 24 proceed?</p>	<p style="text-align: right;">Page 24</p> <p>1 transparent, and we just didn't have enough time. 2 We had the meeting Thursday night at 7:00. We had the 3 next work day, Friday, then we break for the holidays and 4 then we have a meeting this morning. 5 Now, that's not enough time for us to reconvene and 6 talk about it. As I mentioned in my email, there's a lot of 7 issues about the parking, about the materiality. That came 8 up during the meeting, the community alleys, how all this 9 stuff was going to be treated. 10 So we just didn't have enough time. And it wasn't 11 that I was against it, Ms. Saah. I think I said that I'd 12 ask for a continuance. So you know, I think that that is 13 the issue. I think we just didn't have enough time as a 14 community. 15 And as I pointed out, this is a crucial neighborhood. 16 This is a highly sought after thing, and it should have 17 been, we should have more time than just being forced on us 18 with no time to discuss it. Thank you. 19 MR. RODRIGUEZ: Can I just clarify on the process? 20 This was instituted as a point by the Board to have another 21 step of notification for the community. 22 This is not an RCO meeting. It does not follow RCO 23 and Planning Department rules. It does not require a vote. 24 I just want everybody to be clear on that.</p>
<p style="text-align: right;">Page 23</p> <p>1 MR. RODRIGUEZ: Yes. 2 MR. ALI: Good morning, members of the Board, and 3 thank you, Ms. Kriss, for raising those concerns. I just 4 wanted to really make a quick comment. 5 The process is really flawed when you have an 6 unsolicited developer conduct a committee meeting and he's 7 not versed on the rights of community members to 8 participate. 9 He had just told you that he sent out a notice. I was 10 one of the only people that I know that had signed in at the 11 meeting. That wasn't disclosed. There was no sign-in 12 sheet. 13 There was no vote taken. When we asked him about a 14 vote, he said that wasn't required, so how could he say that 15 he had support? I think that's a crucial point. 16 As Mr. Goodman knows, there was somebody -- Mrs. 17 Lilysen (phonetic) was there, and she asked what was the 18 next steps. There was no notice that this hearing was even 19 today. 20 So it's really two issues. One is the issue of 21 process, and the other was the conduct of the developer. 22 For him not to disclose that he was the owner of the 4300 23 Market site, and that site is right next to those properties 24 on 44th Street, we just thought it was not being</p>	<p style="text-align: right;">Page 25</p> <p>1 There is no, and I think this is what I tried to make 2 mention to the Board before, this is a complaint that we've 3 gotten from the Planning Department that it is confusing 4 RCOs in that they think they are following the planning 5 process. This is not the planning process. 6 This is merely to alert the community so that they can 7 come to the Board meeting and voice their concerns and have 8 it not be the first time they heard about the project. 9 The second thing I would like to say is that we did 10 post the properties, which we are required to do, and that 11 this parcel, these parcels have been subject to illegal 12 parking. 13 Currently it's owned by PRA, and there have been 14 cease-and-desist notices several times. It's a large 15 liability problem for the PRA, which is when we were posting 16 the property, this is how this came about. So, just 17 background. 18 ACTING CHAIR GONZALEZ: Thank you, Angel. 19 Moving on, do we have anyone else from the public that 20 wishes to make a statement? 21 MR. RODRIGUEZ: Mo's hand is up. 22 ACTING CHAIR GONZALEZ: Mo? 23 MR. RUSHDY: Thank you, Madam Chair. I had a question 24 for the developer, Mr. Blatstein.</p>

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<p style="text-align: right;">Page 26</p> <p>1 Mr. Blatstein, were you given a notification package 2 and instructions by the Land Bank on who to go to? 3 ACTING CHAIR GONZALEZ: Mr. Blatstein? 4 MR. BLATSTEIN: Yes. Sorry. Can you hear me? 5 MR. RUSHDY: Yes. 6 MR. BLATSTEIN: Yes. In the letter from the Land 7 Bank, it says to give notice to the residents within 250 8 feet of the property along with, if you would like to notify 9 the list of RCOs, but that is not a requirement per what the 10 community outreach package, per my understanding of the 11 directions. 12 So that was my understanding of me sending that email 13 and follow-up to the RCOs, a step that was not necessarily 14 required per what the instructions I received. The main 15 point of order was, notifying the residents within 250 feet 16 of the property. 17 MR. RUSHDY: And have you received some 18 acknowledgement or your receipt in terms of these 19 notifications when you sent out? 20 MR. BLATSTEIN: Yes. One of the local neighbors, 21 Clarence Ellis, was on the call, so that was my kind of 22 ability to know that they were receiving the notices. 23 MR. RUSHDY: And so do the instructions by the Land 24 Bank in terms of notifications to the community members per</p>	<p style="text-align: right;">Page 28</p> <p>1 for greater density development, is the developer restricted 2 to that type of project per se if we dispose of the property 3 to them, Angel? 4 In other words, they couldn't go in and add a bunch of 5 additional properties beyond what's being approved? 6 MR. RODRIGUEZ: No, no. We can't. We would only 7 approve what this Board package, what the Board approves. 8 It's also backed up by a purchase development agreement 9 which we do record against the property, and there's also 10 right of reverter and also we have certain, you know, other 11 deed restrictions on the property. 12 So it would be very difficult for them to do that. We 13 would also not issue a consent to sell. During the 14 construction phase, we would be monitoring, and if there 15 were any change, we would then have the opportunity to stop 16 the development and issue a cease and desist. 17 And also, we wouldn't go to closing until they pulled 18 their permits, and we would have to see conformity with what 19 they propose. 20 And Andrea, I want to let you guys know, we always put 21 a Declaration of Restrictive Covenants that will be tied to 22 what's in the Board resolution. 23 ACTING CHAIR GONZALEZ: Does anyone else from the 24 Board have any questions or comments?</p>
<p style="text-align: right;">Page 27</p> <p>1 the rules and regs of the Land Bank, have these been 2 followed? 3 MR. BLATSTEIN: Yes. 4 MR. RUSHDY: And Angel, the question is now to the 5 Land Bank staff, have the instructions that were given to 6 the developer been followed? I guess Jessie or Angel. 7 MR. RODRIGUEZ: Jessie? 8 MR. LAWRENCE: Yes. 9 MR. RUSHDY: Thank you. 10 ACTING CHAIR GONZALEZ: Mr. Blatstein, I just have a 11 question. Along with those instructions, do you have a 12 sign-in sheet also that has been provided to the Land Bank? 13 MR. BLATSTEIN: Yes. 14 ACTING CHAIR GONZALEZ: Okay. Thank you. Moving on, 15 do we have anyone else from the public that wishes to make a 16 statement? 17 MR. RODRIGUEZ: We have Rick Sauer. 18 MR. SAUER: Yeah, I just have one quick clarification 19 question. I know a couple of the comments related to the 20 zoning for the site and the size of the density of the 21 projects it allowed. 22 So if the proposal to the Land Bank that we're 23 approving or being asked to approve for disposition is for a 24 certain number of units even though the zoning would allow</p>	<p style="text-align: right;">Page 29</p> <p>1 MR. RODRIGUEZ: We have one member of the public, Ms. 2 Bey. 3 ACTING CHAIR GONZALEZ: Okay. Please state your name 4 and proceed with your statement. 5 MS. BEY: Yes. My name is Nabeelah Bey. I am a 6 member of the Mill Creek Community. However, I do agree 7 with Mr. Ali's proposal to table this issue and to conduct a 8 more thoroughly announced community participation period. 9 And I just wanted to note, in regards to Angel's 10 statement he just made, that the developer clearly said he 11 was going to join some other property to this property to 12 make his project larger or something like that. 13 So I just want the Board to keep in mind how saturated 14 that area is. That whole 44th and Chestnut, 42nd and 15 Chestnut, it's like unbelievable. 16 You can't drive. You can't park. You can't see the 17 skyline anymore. It's just saturated. And to think that 18 someone else is going to squeeze in some more properties, I 19 don't know how much weight the land of Philadelphia can take 20 in certain areas. There's buildings just piled on top of 21 each other. So that's my comment. 22 ACTING CHAIR GONZALEZ: Thank you, Ms. Bey. 23 Moving on, I know that Mr. Blatstein, you have your 24 hand raised again.</p>

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Exhibit A

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<p>Page 30</p> <p>1 (Pause.)</p> <p>2 ACTING CHAIR GONZALEZ: So we can move on to other</p> <p>3 public comments.</p> <p>4 MR. BLATSTEIN: Sorry, I just wanted to clarify the</p> <p>5 statement that I made if I wasn't clear to the Land Bank</p> <p>6 Board of, that there's going to be two clusters of the six</p> <p>7 houses, of the -- (inaudible) -- that owns duplexes, and</p> <p>8 eight duplexes. And we own a lot within the Monopoly board</p> <p>9 of the Land Bank land, which is what we're contributing to</p> <p>10 the project to allow us to produce the 14, two different</p> <p>11 clusters of the -- in different places.</p> <p>12 So that was my comment of where we are combining our</p> <p>13 land to make the project more feasible on an affordability</p> <p>14 perspective. Thank you.</p> <p>15 ACTING CHAIR GONZALEZ: Okay. Thank you, Mr.</p> <p>16 Blatstein. Any other public comments?</p> <p>17 (Pause.)</p> <p>18 MR. RODRIGUEZ: I think we can call the vote.</p> <p>19 ACTING CHAIR GONZALEZ: No, that's it? Okay. Do we</p> <p>20 have any other questions or comments from the Board?</p> <p>21 (No response.)</p> <p>22 ACTING CHAIR GONZALEZ: Okay. If that is a no, then I</p> <p>23 will call the question. Is there a motion on this agenda</p> <p>24 item?</p>	<p>Page 32</p> <p>1 entire Board, and that is a valid vote.</p> <p>2 ACTING CHAIR GONZALEZ: Okay. Motion carries. Okay.</p> <p>3 Thank you, everyone. I give the floor back to Mr. Goodman.</p> <p>4 ACTING CHAIR GOODMAN: Thank you, Secretary Gonzalez.</p> <p>5 Next agenda item is a community benefiting use on Item IV.B</p> <p>6 of this agenda. Angel?</p> <p>7 MR. RODRIGUEZ: I just want to make note that Majeedah</p> <p>8 Rashid is going to recuse herself from this item. She has</p> <p>9 an affiliation with Called to Serve and the coalition that's</p> <p>10 working on North Broad corridor development on Broad and</p> <p>11 Third.</p> <p>12 ACTING CHAIR GOODMAN: Thank you for identifying that,</p> <p>13 Angel. All right. Will staff read the summary for this</p> <p>14 agenda item, IV.B?</p> <p>15 MR. RODRIGUEZ: Certainly. As background, 3601</p> <p>16 Germantown Avenue is formerly a city-owned parking lot which</p> <p>17 the city has transferred to the Land Bank in anticipation of</p> <p>18 the Land Bank's lease of the property to the tenant-</p> <p>19 applicant, Called to Serve.</p> <p>20 The Land Bank would lease the parking lot to Called to</p> <p>21 Serve for \$10.00 per year. The initial term of the lease</p> <p>22 would be for one year, which would automatically expand to</p> <p>23 five years and provide five renewal options of five years</p> <p>24 each for a possible total of 30 years upon approval by City</p>
<p>Page 31</p> <p>1 MR. RUSHDY: Motion to approve.</p> <p>2 MS. LOPEZ KRISS: I'll second.</p> <p>3 ACTING CHAIR GONZALEZ: Okay. All those in favor?</p> <p>4 (Chorus of ayes.)</p> <p>5 ACTING CHAIR GONZALEZ: I see four. Anyone against?</p> <p>6 (No response.)</p> <p>7 ACTING CHAIR GONZALEZ: Okay. I'm going to have to do</p> <p>8 a polling, I'm sorry. Mr. Rushdy?</p> <p>9 MR. RUSHDY: Aye.</p> <p>10 ACTING CHAIR GONZALEZ: Majeedah?</p> <p>11 MS. RASHID: Aye.</p> <p>12 ACTING CHAIR GONZALEZ: Rick?</p> <p>13 MR. SAUER: Aye.</p> <p>14 ACTING CHAIR GONZALEZ: Michael Johns?</p> <p>15 MR. JOHNS: Aye.</p> <p>16 ACTING CHAIR GONZALEZ: Rebecca?</p> <p>17 MS. LOPEZ KRISS: Aye.</p> <p>18 ACTING CHAIR GONZALEZ: Okay. And that's it, right?</p> <p>19 MS. SAHAH: You.</p> <p>20 MR. SAUER: Yourself.</p> <p>21 MR. RUSHDY: You need to vote as well, I think.</p> <p>22 ACTING CHAIR GONZALEZ: Okay. I am aye.</p> <p>23 MR. RODRIGUEZ: So one, two, three --</p> <p>24 MS. SAHAH: So that's six, which is a majority of the</p>	<p>Page 33</p> <p>1 Council resolution of an initial five-year term and five-</p> <p>2 year renewal options for five years each.</p> <p>3 Called to Serve wishes to lease the parking lot which</p> <p>4 contains 65 parking spaces from the Land Bank and then</p> <p>5 sublet the parking lot to 3701 North Broad.</p> <p>6 3701 North Broad owns the Beury Building located at</p> <p>7 3701-03 North Broad Street, shown as National Bank of North</p> <p>8 Philadelphia on the attached site plan, and is redeveloping</p> <p>9 the building as a hotel with a restaurant, fitness center,</p> <p>10 meeting spaces.</p> <p>11 In the Board package we provide a web site for the</p> <p>12 Board and public to review. 3701 North Broad would like to</p> <p>13 use 45 spaces, 45 of the 65 parking spaces for valet parking</p> <p>14 for its guests.</p> <p>15 The remaining 20 parking spaces will continue to be</p> <p>16 used by existing businesses along the commercial corridor as</p> <p>17 approved by Called to Serve.</p> <p>18 The sublease will require 3701 North Broad to make</p> <p>19 improvements to the parking lot, operate and provide</p> <p>20 security for the parking lot, pay monthly rent to Called to</p> <p>21 Serve, and provide -- and those terms for the monthly rent</p> <p>22 are in the Board package, and provide complimentary hotel</p> <p>23 rooms and meeting rooms for use by Called to Serve for its</p> <p>24 neighborhood programming.</p>

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<p style="text-align: right;">Page 34</p> <p>1 The terms of the proposed lease and sublease are</p> <p>2 summarized as Exhibits A and B in the Board package. Today</p> <p>3 we're requesting that the Board approve the lease of the</p> <p>4 parking lot at 3601 Germantown Avenue to Called to Serve CDC</p> <p>5 in accordance with the terms proposed in the lease, as</p> <p>6 summarized in Exhibit A, and to approve the sublease of the</p> <p>7 parking lot to 3701 North Broad LLC in accordance with the</p> <p>8 terms of the proposed sublease summarized in Exhibit B.</p> <p>9 So approval of the request will result in guaranteed</p> <p>10 monthly rent, profit sharing and in-kind benefits accruing</p> <p>11 to Called to Serve to support its commercial corridor</p> <p>12 revitalization and its neighborhood educational program.</p> <p>13 It's important to note for the Board that as part of</p> <p>14 this lease agreement, Called to Serve will be required to</p> <p>15 provide reporting as to how it's using the funds they get</p> <p>16 from 3701 North Broad, and do that routinely, so any issues</p> <p>17 will be made aware of.</p> <p>18 ACTING CHAIR GOODMAN: Angel, are there precedents or</p> <p>19 comparables? This isn't obviously a typical kind of Land</p> <p>20 Bank, like in-fill vacant lot.</p> <p>21 MR. RODRIGUEZ: Yeah. This is the structure that we</p> <p>22 utilized -- the Land Bank owns parcels on 15th Street and</p> <p>23 Poplar behind the Met.</p> <p>24 This is a structure we utilized where North Broad</p>	<p style="text-align: right;">Page 36</p> <p>1 ACTING CHAIR GOODMAN: Thank you. Does the Board have</p> <p>2 any questions about this application?</p> <p>3 (No response.)</p> <p>4 ACTING CHAIR GOODMAN: Andrea, did we receive any</p> <p>5 public comment in writing in advance of today's meeting</p> <p>6 about this agenda item?</p> <p>7 MS. SAAH: We did not.</p> <p>8 ACTING CHAIR GOODMAN: Okay. And are there any</p> <p>9 members of the public that wish to give comment on this</p> <p>10 agenda item?</p> <p>11 MR. RODRIGUEZ: There are none.</p> <p>12 ACTING CHAIR GOODMAN: Seeing none -- oh.</p> <p>13 MS. SAAH: Mr. Harley, Jeffrey Harley is on the call,</p> <p>14 apparently. It's in the Q&A.</p> <p>15 MR. RODRIGUEZ: He hasn't raised his hand. I don't</p> <p>16 know if he wants to comment.</p> <p>17 MS. SAAH: Oh, okay.</p> <p>18 ACTING CHAIR GOODMAN: Oh, I see the note here.</p> <p>19 Right. Does the Board have any questions for the CDC</p> <p>20 applicant?</p> <p>21 (No response.)</p> <p>22 ACTING CHAIR GOODMAN: I see none, so with that, can I</p> <p>23 get a motion?</p> <p>24 MS. GONZALEZ: I make a motion for approval of this</p>
<p style="text-align: right;">Page 35</p> <p>1 Renaissance has a multi-year lease with us. They sublease</p> <p>2 it to the Met for staging. The Met then provides a mix of</p> <p>3 money to North Broad Renaissance and also in-kind services</p> <p>4 such as meeting areas and utilization of the building for</p> <p>5 their programming purposes.</p> <p>6 That project has been in place, I want to say for four</p> <p>7 years now, four or five years. I'd have to check. But it's</p> <p>8 working well.</p> <p>9 I think it's important to note that this is a way for</p> <p>10 us to leverage vacant city-owned land for corridor, CDCs</p> <p>11 that manage corridors.</p> <p>12 Clearly it's important that the city revitalize North</p> <p>13 Broad Street. This is a way for us to use a different</p> <p>14 source other than CDBG funds which are in limited supply,</p> <p>15 and really kind of create a steady source of revenue so the</p> <p>16 city can continue to re-develop and benefit small businesses</p> <p>17 along North Broad corridor.</p> <p>18 ACTING CHAIR GOODMAN: And under the lease terms, is</p> <p>19 it, the operator has to re-pave, renovate the site?</p> <p>20 MR. RODRIGUEZ: Yes. They're required to -- we will</p> <p>21 be reviewing those plans. They will have to go through --</p> <p>22 they'll have to re-surface, stripe, lighting, new fencing.</p> <p>23 It will be valet, so a new swing arm and security booth, and</p> <p>24 other items like that.</p>	<p style="text-align: right;">Page 37</p> <p>1 disposition.</p> <p>2 MR. JOHNS: Second.</p> <p>3 ACTING CHAIR GOODMAN: Motion has been made and</p> <p>4 properly seconded to approve the disposition at 3601</p> <p>5 Germantown Avenue. All in favor?</p> <p>6 (Chorus of ayes.)</p> <p>7 ACTING CHAIR GOODMAN: Any opposed?</p> <p>8 (No response.)</p> <p>9 ACTING CHAIR GOODMAN: The ayes have it and the motion</p> <p>10 passes to approve the lease for 3601 Germantown Avenue.</p> <p>11 We will now proceed to agenda item IV.C, our final</p> <p>12 disposition item for this morning, as a side or rear yard.</p> <p>13 Will staff provide a summary of this application -- oh,</p> <p>14 Andrea, sorry.</p> <p>15 MS. SAAH: I just wanted to let Ms. Rashid know that</p> <p>16 she can rejoin us at this time.</p> <p>17 ACTING CHAIR GOODMAN: Okay. Thank you. All right.</p> <p>18 Will staff read the summary for agenda item IV.C?</p> <p>19 MR. LAWRENCE: Yes, sir, Mr. Chair. Today we're</p> <p>20 asking the Board to authorize the sale of a lot to an</p> <p>21 adjacent home, rear occupant, owner-occupant in North</p> <p>22 Philadelphia for rear/side yard use or rear yard use.</p> <p>23 The property is located in the Seventh District,</p> <p>24 located at 2428 North Orianna Street. The applicant is</p>

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<p style="text-align: right;">Page 38</p> <p>1 Anthony K. Bright. He's compliant and in good standing with 2 the City of Philadelphia. 3 Since this is a side yard transaction, there will be 4 no economic opportunity plan required. However, the 5 property will be subject to a 30-year mortgage and it will 6 be subject to use restrictions as just a side or rear yard. 7 Thank you. 8 ACTING CHAIR GOODMAN: Thank you. Any questions from 9 the Board on this agenda item? 10 (No response.) 11 ACTING CHAIR GOODMAN: I did have one question. It 12 looks like -- is the owner of record an entity in this case 13 as opposed to an individual? 14 MR. LAWRENCE: The owner of record is an individual. 15 We did take a look at the fact that his business was named 16 on the deed as well, but we have determined that he would 17 qualify for this particular transaction given the fact that 18 he's the individual and the owner-occupant of that home. 19 ACTING CHAIR GOODMAN: Right. So there is 20 confirmation that this is his primary residence? 21 MR. LAWRENCE: We did do that research, yes, sir. 22 ACTING CHAIR GOODMAN: Awesome. Thank you. Another 23 atypical example, hence my questions. Okay. Thank you. 24 Did we receive any public comment on this agenda item in</p>	<p style="text-align: right;">Page 40</p> <p>1 question. My apologies. It was in reference to the 28th 2 Street development. I'm not sure if I missed anything 3 regarding it, but was that tabled for today? It was the 4 situation on 28th and Cumberland. 5 MR. RODRIGUEZ: That's not on the agenda for today, 6 Ms. Tate. 7 MS. TATE: Okay. 8 MR. RODRIGUEZ: What we're discussing right now is a 9 side yard disposition. 10 MS. TATE: Okay. Thank you. I just wanted to double 11 check. 12 ACTING CHAIR GOODMAN: Are there any other members of 13 the public that wish to comment on the agenda item here 14 before us at the moment, which is a rear yard disposition 15 proposal on the 2400 block of North Orianna Street? 16 (No response.) 17 ACTING CHAIR GOODMAN: Seeing none, I'll entertain a 18 motion. 19 MS. LOPEZ KRISS: I make a motion to approve. 20 MR. RUSHDY: Second. 21 ACTING CHAIR GOODMAN: Motion has been made and 22 properly seconded to approve the proposed disposition 23 application for rear yard at 2428 North Orianna Street. All 24 in favor?</p>
<p style="text-align: right;">Page 39</p> <p>1 advance of today's meeting? 2 MS. SAAH: We did not. 3 ACTING CHAIR GOODMAN: Okay. Are there any members of 4 the public that wish to approach the Board to offer comment 5 on this agenda item who are here today this morning? Please 6 raise your virtual hand if so. 7 (Pause.) 8 ACTING CHAIR GOODMAN: Okay. I see none. Any final 9 questions from any members of the Board on this item? 10 MS. LOPEZ KRISS: Is this -- 11 ACTING CHAIR GOODMAN: If not -- 12 MS. LOPEZ KRISS: This is a rear yard to the owner's 13 property? 14 MR. LAWRENCE: Yes. 15 MS. LOPEZ KRISS: Thank you. 16 ACTING CHAIR GOODMAN: So directly behind, I guess, 17 because under the disposition policy, they can share a 18 property line. It doesn't necessarily have to be a side 19 yard. Any other questions from the Board? 20 (No response.) 21 ACTING CHAIR GOODMAN: I see one member of the public 22 with their hand raised. Can we un-mute Odessa Tate? Please 23 state your name and begin your comments. 24 MS. TATE: My name is Odessa Tate. I actually had a</p>	<p style="text-align: right;">Page 41</p> <p>1 (Chorus of ayes.) 2 ACTING CHAIR GOODMAN: Any opposed? 3 (No response.) 4 ACTING CHAIR GOODMAN: The ayes have it. Motion 5 carries and the disposition is approved. 6 With that, that concludes the property disposition 7 section of the agenda and we're up to old and new business. 8 Does anybody have any old or new business that they wish to 9 bring before the Board this morning? If so, please raise 10 your virtual hand. 11 I see Jihad Ali. Please un-mute yourself, state your 12 name and begin your comments. 13 MR. ALI: Thank you. Jihad Ali, and thank you, Chair 14 Goodman. I wanted to say to the Board, and before I begin, 15 I wanted to say goodbye, Jessie. It's always been a 16 pleasure working with you. 17 Joyce is going to have a heart attack when she finds 18 out you're leaving from Parkside, but I think that you've 19 always been a gentleman, always been patient when dealing 20 with community members. 21 And that's really where I want to go on my point. I 22 think that when I come to this Board sometimes, I don't 23 think you intend it, but some of you Board members, you 24 know, you're really disrespectful, in my opinion, to people</p>

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Exhibit A

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<p style="text-align: right;">Page 42</p> <p>1 like -- I can only speak for myself -- me sometimes. 2 I think that this Board, I think the majority of you 3 are doing your best to make great decisions with limited 4 information. 5 I think that the process, as I said before, is flawed. 6 The fact that you have a meeting, that you have a developer 7 have a meeting, whatever the guidelines are, and then not 8 have a representative from your organization to monitor 9 that, I think that's flawed because in the case where I 10 testified in, the developer made a statement that everybody 11 was in favor of something. That's a serious problem. 12 And I think, going forward, we get better what we 13 practice. That's my saying out in the construction world. 14 So as you go along, you should get better at what you 15 practice. 16 You are all Board members. Those of you that come on 17 that Board, your responsibility is to us as citizens, not to 18 developers. I know that they might be dear to some of your 19 hearts, but your responsibility is to us as citizens. 20 And the least you could do is respect us because we 21 come with limited resources. We come with just knowledge 22 that we earned from participating, by getting better at what 23 we participate in. 24 We don't come with attorneys. We don't come with</p>	<p style="text-align: right;">Page 44</p> <p>1 MS. SAAH: May I respond? 2 ACTING CHAIR GOODMAN: Of course. 3 MS. SAAH: Yes. Just to clarify regarding the 4 conflict of interest process, when a Board member identifies 5 a potential conflict of interest, they are supposed to 6 submit a letter prior to the meeting. 7 If a conflict of interest is identified just prior to 8 the Board meeting or they don't have time, they didn't 9 realize that, then they have to announce it at the Board 10 meeting and must submit a letter later right after the Board 11 meeting. 12 So Ms. Rashid will be submitting that letter and it 13 will be included in the minutes along with Mr. Goodman's 14 recusal letter. We're always trying to do better, but 15 sometimes it happens. 16 ACTING CHAIR GOODMAN: Absolutely. Thank you, Andrea, 17 and thank you, Mr. Ali. Your full points are well taken. 18 Next up I see LuAnn Gethers. Please state your name 19 and begin your comments. 20 MS. GETHERS: Yes. Good morning. My name is LuAnn 21 Gethers. I am an owner of a property in the Strawberry 22 Mansion section of Philadelphia. 23 I'm just wondering if someone could direct me to first 24 contact information directly for your department. I think</p>
<p style="text-align: right;">Page 43</p> <p>1 consultants. We don't come with none of that. We don't 2 come with any support. 3 And I do want to say, before I go, you've been really 4 great with me. Ms. Saah, your general counsel, thank you 5 for always being available. Thank you for always giving me 6 respect. Thank you for always entertaining our concerns. 7 I just think as we go better, we need to get that 8 process better on any type of public meeting, because after 9 all, you are the parent organization. You have to comply 10 with the Right-to-Know laws and all the Sunshine Laws. 11 And if you have a subcommittee under you, you have to 12 have oversight to make sure that that person is respecting 13 community members according to the laws that you adhere to. 14 And how can they, if they don't have any guidance from you? 15 So that's really my comment. Thank you for allowing 16 me to comment. And one other thing in closing. In your 17 last Board meeting, the Board Chair did a -- where you have 18 a conflict of interest. 19 She did a written documentation of a conflict of 20 interest. You had another Board member that had a conflict 21 of interest and they just verbally said what it is. 22 We would just like some consistency on the conflicts 23 of interest, that they be reduced in writing as the law 24 requires and they be attached to the minutes. Thank you.</p>	<p style="text-align: right;">Page 45</p> <p>1 the phone number that I've tried to call several times 2 that's listed on the web site does not take me to any type 3 of person or voice mail. 4 And also, is there a place to find out, I've owned my 5 property for 12 years now, and I inquired about the property 6 next door. There's been some issues with it. 7 What is the, I guess, the course of action for 8 properties to be released by the city for competitive bids 9 so that someone could possibly buy it and take care of it? 10 At this point, the property is not doing well and I've 11 had several concerns, and sent them in the way of L&I with 12 no, you know, action. So just wondering what that process 13 is like, and then if there's someone that I can contact 14 directly. Thank you. 15 MR. RODRIGUEZ: So Ms. Gethers, I put my email in the 16 chat. You can email me directly. Can I ask, the property 17 adjacent to your home, is it vacant land or a structure? 18 MS. GETHERS: It's a structure that is owned by the 19 Land Bank. 20 MR. RODRIGUEZ: Okay. If you can reach out to me 21 directly, I can have a maintenance team come out and 22 stabilize the property and we can have a conversation about 23 what impact that property is having on your home. 24 MS. GETHERS: Okay. Thank you.</p>

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46-49

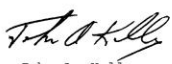
<p style="text-align: right;">Page 46</p> <p>1 ACTING CHAIR GOODMAN: Thank you. And yes, Angel's 2 email address is on the chat box. Next up, I see Lawrence 3 Macey. Please state your name and proceed with your 4 comments. 5 MR. MACEY: Good morning. Can you hear me? 6 ACTING CHAIR GOODMAN: Loud and clear. 7 MR. MACEY: My name's Lawrence Macey. My company's 8 Macey's Enterprises, LLC. And this a tad of old and new 9 business. I just want to touch on a little old business to 10 refresh your memories of who I am. 11 My development company has a few unsolicited 12 applications, and because of my unique business model of 13 sowing half of our net profits into the communities where we 14 develop, it caused me to reach out with our pilot program, 15 which brings me to the new business. 16 I reached out to Washington, to Secretary Fudge, and 17 she put me in contact with Director Ford, who after 18 conversating with him, then directed me to Director Melissa 19 Long here. 20 And that brings me kind of to my question. I'm trying 21 to reach out and find out the best contact information for 22 her, because me and my company and my network are 23 implementing a pilot program here starting in Philadelphia 24 and we're going to work our way hopefully up the East Coast</p>	<p style="text-align: right;">Page 48</p> <p>1 MR. MACEY: Great. I'll reach back out to her. That 2 way -- one more thing and I'm going to get out of your hair 3 here. With those said RFPs, because of, again, because of 4 my business plan and the model here, it would be difficult 5 -- I won't say difficult. It would be impossible for me to 6 put a deposit down, because the deposit is supposed to be 7 ten percent of what your bid is, and my bid for these 8 particular RFPs would be 50 percent of the net profits 9 forever. 10 So I know that can't be addressed necessarily right 11 here on the spot, but that's the dilemma that I'm with, that 12 our particular model is not being greedy and giving half 13 back, and that presents the dilemma of a couple little 14 hiccups and hangups. 15 But just for contact purposes and getting some details 16 together, so I'll also put my email in the chat, and anybody 17 under the sound of my voice and you guys that could offer 18 any other assistance or advice, I would appreciate it. 19 ACTING CHAIR GOODMAN: Thank you. I'll just note, on 20 the PHDC web site, there is the RFP kind of bar, drop down, 21 to look at current and previous RFPs, and then under the 22 Land tab, there is also the policy document that has 23 information on the non-competitive route, so, you know, 24 applying unsolicited for community-minded uses outside of</p>
<p style="text-align: right;">Page 47</p> <p>1 and preferably across the country. 2 But to make a long story short, my question is about 3 RFPs, because my pilot program will be putting in for a 4 request that you guys request and half of those profits will 5 be sown into community directly through the different 6 entities, directly back into the city. 7 We already have the elements that we're going to 8 begin, that half of those net profits will be sown directly 9 into the community via the Right Center Schools, CDCs, 10 places of worship, etcetera. 11 But we also realize there's the need for the 12 infrastructure to sow directly into the people via the city. 13 So I need the best contact information for Ms. Long and 14 anyone else that I need to contact to help me secure a few 15 more details and express some details, obviously that it's 16 not enough time to express here. 17 MR. RODRIGUEZ: I've put Melissa Long's email in the 18 chat. That would be the best way to contact her and 19 describe your pilot program. 20 MR. MACEY: And I've reached out to that. I realize 21 she's very busy. Is there a number or is that the best, 22 absolute best way by email? 23 MR. RODRIGUEZ: I would say that's the best way to 24 reach out to her.</p>	<p style="text-align: right;">Page 49</p> <p>1 the RFP process. So just note both of those. 2 Any other -- I see no other hands raised. Oh, one 3 more. Ronald Jackson. Please state your name and proceed 4 with your comments. 5 MR. JACKSON: Yes. Good morning. I'm the owner of a 6 local development company called Emerge Equity Partners. I 7 just was intrigued by the last gentleman that was talking 8 about his program and development. 9 And this may not be the platform for making the 10 connection, but I'm very interested in learning a little bit 11 more about what he's actually doing, because we're doing 12 some similar efforts. 13 MR. RODRIGUEZ: So, Mr. Jackson, Mr. Macey put his 14 email in the Q&A, so you can see that there. I'll copy it 15 and put it in the chat for your reference, and you can 16 respond to him directly. 17 MR. JACKSON: That's great. Thank you so much. 18 ACTING CHAIR GOODMAN: That's for doing that, Angel. 19 Any other members of the public that wish to approach 20 the Board with old or new business this morning? 21 (No response.) 22 ACTING CHAIR GOODMAN: All right. Seeing none, can I 23 get a motion to adjourn? 24 MS. GONZALEZ: Motion to adjourn.</p>

Lexitas Legal Philadelphia
215-504-4622

Exhibit A

Board of Directors Meeting
01/16/2024

50-51

<div>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</div>	<div>Page 50</div> <div>MR. SAUER: Second.</div> <div>ACTING CHAIR GOODMAN: Motion has been made and properly seconded to adjourn the January 2024 Land Bank Board meeting. All in favor?</div> <div>(Chorus of ayes.)</div> <div>ACTING CHAIR GOODMAN: Any opposed?</div> <div>(No response.)</div> <div>ACTING CHAIR GOODMAN: The ayes have it. Motion carries, and the meeting is adjourned.</div> <div>(Whereupon, at 11:11 a.m., the proceedings were concluded.)</div>	
<div>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</div>	<div>Page 51</div> <div>CERTIFICATION</div> <div>I hereby certify that the foregoing proceedings, the Philadelphia Land Bank Board of Directors Meeting, were reported by me on January 16, 2024, and that I, John A. Kelly, read this transcript and attest that this transcript is a true and accurate record of the proceedings.</div> <div>By:</div> <div></div> <div>John A. Kelly</div> <div>Court Reporter</div>	

Lexitas Legal Philadelphia
215-504-4622

Exhibit B

January 12, 2024

Via Certified Mail

Angel Rodriguez
Executive Director
Philadelphia Land Bank
1234 Market Street, 16th Floor
Philadelphia, PA 19107

General Counsel
City of Philadelphia Board of Ethics
One Parkway Building
1515 Arch Street, 18th Floor
Philadelphia, PA 19102-1504

James Leonard, Esquire
Commissioner
City of Philadelphia Department of Records
Room 111, City Hall
Philadelphia, PA 19107

Re: Conflict Disclosure Letter

Ladies/Gentlemen:

In accordance with the Land Bank's Public Disclosure and Disqualification Procedure for Conflict Issues, I write to disclose why I will abstain from participating in section 4A of the December 2024 Land Bank Board meeting agenda, pertaining to disposition of parcels in the 44th and Ludlow Streets vicinity.

The Land Bank Board will discuss Property Dispositions in agenda section 4A at its meeting to be held on Tuesday, January 16, 2024. In my day-to-day professional capacity as Director of Equitable Development for 3rd District City Councilmember Jamie R. Gauthier, I received advance information about the particulars of this application and assisted with coordination with staff at one of the land conveying agencies to facilitate consideration and administration of the applications that will be considered in agenda section 4A.

To eliminate any perceived conflict of interest, I will disqualify myself and abstain from using the authority of my membership on the Land Bank Board to participate in Board discussions or official Board action related to this proposed Property Disposition. I must remove myself from the opportunity to influence in any manner the Land Bank's actions related to this matter. This includes leaving the meeting while the Executive Director consults with Land Bank Board members and while the Land Bank Board otherwise considers and votes on the matter.

This letter will also confirm that I will abide by the Land Bank's Public Disclosure and Disqualification Procedure for Conflict Issues and will not take official action in any future Land Bank deliberation or official action involving these Property Dispositions while the above-described conflict exists. Please contact me if you require further clarification.

Sincerely,

Andrew P
Goodman

Andrew Goodman

Digitally signed by Andrew P
Goodman
DN: cn=Andrew P Goodman, o, ou,
email=andrew.goodman@phila.gov
, c=US
Date: 2024.01.12 10:15:26 -05'00'

Exhibit C



CITY OF PHILADELPHIA
CITY COUNCIL

JAMIE R. GAUTHIER
ROOM 586, CITY HALL
Philadelphia, PA 19107
(215) 686-0460 or 0459
Fax 215-686-1929

COMMITTEES

Chair

Committee on Housing Neighborhood
Development and the Homeless

Vice Chair

Committee on Parks, Recreation, and
Cultural Affairs

Member

Committee on Public Property and
Public Work
Committee on Commerce and Economic
Development
Committee on Public Safety
Committee on Education
Committee on the Environment
Committee on People with Disabilities
and Special Needs
Committee on Children and Youth

January 12, 2024

Angel Rodriguez, Executive Director
Philadelphia Land Bank
1234 Market Street, 16th Floor
Philadelphia, PA 19107

Dear Executive Director Rodriguez:

I am writing to express my support for the mixed-income homeownership proposal at 44th and Ludlow Streets in the 3rd Council District that is being reviewed by the Land Bank Board of Directors at this month's meeting.

These parcels present a unique opportunity to provide family-changing homeownership within walking distance of some of the region's largest job centers at the university "eds and meds." This location also provides walkable access to transit, quality schools, and comprehensive goods and services.

Though the proposal is not fully "affordable," it provides a depth of affordability that we do not otherwise see on the private market. Thanks to Turn the Key "soft second" mortgages, this proposal can generate a majority of its homes sold at purchase prices near (or sometimes well below) \$200,000. These are unparalleled accessible housing and wealth generation opportunities in this amenity-rich section of my District, and it's for this reason that I support this proposal.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "J. Gauthier".

Jamie R. Gauthier
Councilmember, 3rd District

Exhibit C

Andrea Saah

From: West Phila Economic Dev Council <publicpolicy@gmx.com>
Sent: Tuesday, January 16, 2024 9:52 AM
To: Andrea Saah; Andrew Goodman
Cc: jeremy@orensbrothers.com
Subject: Letter of Support
Attachments: LB1.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

External Email Notice. This email comes from outside of City government. Do not click on links or open attachments unless you recognize the sender.

Letter of support attached:

Re: Property Addresses:
S. 44th Street – 18, 20, 24, 26, 28, 30, 34, 36
Ludlow Street – 4422, 4426, 4428, 4430

Kyle Sampson, President
West Philadelphia Economic Development Council

Exhibit C



WEST PHILADELPHIA ECONOMIC DEVELOPMENT COUNCIL
A REGISTERED COMMUNITY ORGANIZATION

January 15, 2024

Anne Fadullon
Chairperson
Philadelphia Land Bank

Dear Chairperson Fadullon,

Re: Applicant-Northern Libs Partners LLC

Property Addresses:

S. 44th Street – 18, 20, 24, 26, 28, 30, 34, 36

Ludlow Street – 4422, 4426, 4428, 4430

The West Philadelphia Economic Development Council RCO participated in a virtual community meeting. We have expressed concerns about African-American contracting opportunities. The company has verbally committed to seeing African-American contractors participate in the project.

We offer no opposition to the project.

255 South 58th Street
Philadelphia, 19139

215-395-9759

publicpolicy@gmx.com

Exhibit C

Sincerely,



Kyle J. Sampson

President

215-501-2596

cc: Hon. Jamie Gauthier, 3rd Councilmatic District

All overlaying RCOs

255 South 58th Street
Philadelphia, 19139

215-395-9759

publicpolicy@gmx.com

Exhibit C

West Philly United Neighbors (RCO)
10 S 43rd Street, Philadelphia, PA 19104
wpunRCO@gmail.com

January 15, 2024

Land Bank Board of Directors
Philadelphia Land Bank
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Attention: Andrea Imredy Saah, Senior Counsel
Email: andrea.saah@phdc.phila.gov

Subject: Strong Opposition to Conveyance of Parcels at 44th Street and Ludlow Street

Dear Land Bank Board of Directors,

I hope this letter finds you well. I am writing on behalf of West Philly United Neighbors, an RCO deeply concerned about the proposed conveyance of the properties at 18, 20, 24, 26, 28, 30, 34, 36 on S. 44th Street, and 4422, 4426, 4428, 4430 on Ludlow Street to the developer Northern Libs Partners LLC. Our opposition is rooted in the following critical reasons:

1) There is a Lack of Community Input. The community was inadequately informed about the proposed development. The initial notification of the community Zoom meeting was sent via email by the developer during the holiday season, and many key stakeholders were excluded from the communication. Moreover, the timing of the reminder email, sent just 2 hours before the meeting, hindered community participation. I heard on Thursday, January 11, only about 5-6 community members made the community meeting. Given the significant impact of the proposed development on the community, a more inclusive and well-publicized community meeting is essential.

2) The community Needs Green Space. Our community values green space and community gardens, which are becoming increasingly scarce. In recent years, within a couple of blocks around the 12 parcels in discussion, many buildings including a total of about 2000 units of apartments have been constructed and more have been proposed. We have already lost our community garden, which was enjoyed by the community, at 43rd Street and Ludlow (12 S 43rd Street) to a developer. That piece of land which was once sold by the city for only \$3000 to the first buyer after changing hands twice eventually sold to a developer from New York City for nearly 1 million dollars and became an 18-unit apartment building now. Preserving green spaces is crucial for the well-being of our neighborhood. We propose that the 12 parcels in question be

Exhibit C

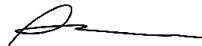
conveyed to the community for the establishment of community gardens and community-controlled development

3) There is Inadequate Affordable Housing in this proposal. The proposed percentage for affordable housing is woefully inadequate. Out of the 20 residential homes planned, only 4 are designated to be sold under 60% AMI. We strongly advocate for 100% of the units to be affordable, ensuring housing accessibility for a broader range of community members.

4) We are deeply Concerned about Developer Accountability. The proposed conveyance involves valuable CMX4-zoned parcels, estimated at multi-million dollars. We express concerns about the developer's track record of developing affordable housing and their ability to adhere to proposed plans. When this developer was constructing other buildings in the neighborhood, they very often blocked the one-lane Ludlow Street without permission from the city, enclosed city-owned land with a fence, and parked illegally. The community doubts how the Land Bank to ensure compliance with the proposed 20-unit construction limit. Because these are CMX4-zoned parcels, the developer could develop hundreds of units once they acquire the land. Without a robust mechanism for accountability, we argue against conveying these lands to a developer whose primary motivation may be profit.

In conclusion, we urge the Board of Directors to vote against the conveyance of these properties to Northern Libs Partners LLC. Our community's well-being and the preservation of valuable assets controlled by the city should take precedence over the interests of a developer.

Best regards,



Ang Sun, Ph.D. (He/Him/His)
President, West Philly United Neighbors (RCO)

Exhibit C

Andrea Saah

From: jihad.jihadali.com <jihad@jihadali.com>
Sent: Tuesday, January 16, 2024 9:26 AM
To: Andrea Saah
Subject: Re: Board Agenda Request for Continuance of Hearing - Lack of Public Notice and Community Involvement and Unanswered Questions
Attachments: deed 4424 Ludlow street lot 22 and 32-53991246.pdf, Mortgage 53991253.pdf
Follow Up Flag: Follow up
Flag Status: Completed

External Email Notice. This email comes from outside of City government. Do not click on links or open attachments unless you recognize the sender.

Jihad Ali
4548 Market Street
Philadelphia, PA 19139
Jihad@jihadali.com
267-824-8656
1-12-2023=24
Andrea Saah
General Council
Philadelphia Land Bank
Philadelphia Pa
Re: Board Agenda Request for Continuance of Hearing - Lack of Public Notice and Community Involvement and Unanswered Questions

Dear General Counsel Saah,
I hope you are doing well. I am writing to you about the Public Meeting about the proposed Agenda Item IV -A development of 18,20,24,26,28,30,34-36 South 44th Street and 4422, 4426-30 Ludlow Street held by the developers Nothern Libs Partners LLC.

I endorse the concept of developing family homeownership in this area. However, the critical issue revolves around whether the current unsolicited developer is the most suitable choice for this project and whether the proposed development fully leverages the zoning density allowed for this specific location.

I want to ask the Land Bank Board not to vote on this today and ask for a continuance of the hearing based on critical factors that require further examination and community engagement. Firstly, we have observed a severe lack of public notice and insufficient time for the community to meet and discuss the proposed development adequately. The notice provided for this hearing after the Public Meeting on Thursday, 1/11/2024, at 7:00 pm, only left the community and attended eight business hours before the weekend and Dr. Martin Luther King Holiday on 1-15-2024 and the Land Bank Meeting on 1-16-2024 did not allow for meaningful participation by the attendees of the public meeting to discuss with participating RCO's, which is essential in making informed decisions about developments in our area.

Furthermore, the location of the proposed development in a sought-after development area with over 500 units within two blocks raises significant concerns. Many questions about parking, design, and the impact on public alleyways still need to be answered. Additionally, the developer's failure to disclose their pending development of an 11-story, 100-unit apartment building at 4400 Market Street is a significant concern.

Upon further investigation, we discovered that three parcels of the proposed development site had been pledged as security for the developer's previous loan with Republic Bank, dated Dec 12, 2021. (see attachments). In the board package, the developer indicated the intent to pledge these same properties as a contribution to another bank. This raises questions about the developer's financial stability and the potential risks associated with the project.

Exhibit C

Lastly, we are concerned that the developer is underutilizing the CMX zoning for the site, not fully maximizing homeownership, and may consider combining the 44th Street lots north of Ludlow Street with the 4400 Market Street lots for additional market-rate houses. This could exploit taxpayers' interests in favor of the developer's profit.

Because of these concerns, I would like to ask the Board to table this item and schedule another public meeting. This additional time will allow citizens to review the development proposals thoughtfully and provide valuable input. It will also enable the Board to address the issues raised and ensure that the development aligns with the best interests of our community.

We appreciate your attention to this matter and look forward to a fair and transparent process that considers the welfare of our neighborhood. Please do not hesitate to contact me for more information or clarification.

Thank you for your understanding and cooperation.
Sincerely,
Jihad Ali

Exhibit D

RESOLUTION NO. 2024 – 1

**RESOLUTION AUTHORIZING CONVEYANCE OF
4422 LUDLOW STREET, 4426-30 LUDLOW STREET, 18-20 S. 44TH STREET,
24-28 S. 44TH STREET, 30 S. 44TH STREET, 34-36 S. 44TH STREET
TO NORTHERN LIBS PARTNERS, LLC**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 4422 and 4426-30 Ludlow Street, and 18-20, 24-28, 30, and 34-36 S. 44th Street (collectively, the “**Property**”) to Northern Libs Partners, LLC, a Pennsylvania limited liability company (the “**Purchaser**”).

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

1. The conveyance of the Property to the Purchaser for Twelve Thousand and 00/100 U.S. Dollars (\$12,000.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
3. Subject to the terms of this Resolution, the Executive Director 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 (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on January 16, 2024.
--

Exhibit E

Recusal letter from Majeedah Rashid to be added

Exhibit F

RESOLUTION NO. 2024 - 2

RESOLUTION AUTHORIZING A LEASE BETWEEN PHILADELPHIA LAND BANK AND CALLED TO SERVE CDC, INC., AND A SUBLEASE BETWEEN CALLED TO SERVE CDC, INC. AND 3701 NORTH BROAD, LLC, FOR 3601 GERMANTOWN AVENUE

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interest of the Land Bank to lease 3601 Germantown Avenue (the “**Property**”) to Called to Serve CDC, Inc., a Pennsylvania nonprofit corporation (the “**Tenant**”) for a one (1) year initial term which will automatically convert to a five (5) year initial term upon approval by resolution of Philadelphia City Council.

WHEREAS, the Tenant desires to sublet the Property to 3701 North Broad, LLC, and Pennsylvania limited liability company (the “**Subtenant**”), and, pursuant to the terms of the lease agreement, a sublease of the Property by the Tenant requires the Board’s approval.

WHEREAS, the Board has determined that it is in the best interest of the Land Bank to approve the Tenant’s sublease to 3701 North Broad, LLC.

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

1. The lease of the Property to the Tenant upon terms and conditions materially in conformance with the terms and conditions summarized in the Lease Summary attached as Exhibit “A” to this Resolution is in the best interest of the Land Bank and is hereby approved, subject to the terms and conditions of this Resolution.
2. The sublease of the Property by the Tenant to the Subtenant upon terms and conditions materially in conformance with the terms and conditions set forth in the Sublease Summary attached as Exhibit “B” to this Resolution is in the best interest of the Land Bank and is hereby approved, subject to the terms and conditions of this Resolution.
3. The lease and the sublease of the Property comply with all terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
4. The Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to negotiate, prepare, execute, deliver, and perform any and all agreements and other documents as may be necessary or appropriate to consummate the lease of the Property with terms and conditions materially in conformance with the summary of major lease terms (Exhibit “A”) attached to this Resolution and further containing such other terms and conditions which the Executive Director and Senior Counsel deem necessary or appropriate, and which, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.

Exhibit F

5. The Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to negotiate, prepare, execute, deliver, and perform any and all agreements and other documents as may be necessary or appropriate to consummate the sublease of the Property with terms and conditions materially in conformance with the summary of major sublease terms (Exhibit “B”) attached to this Resolution and further containing such other terms and conditions which the Executive Director and Senior Counsel deem necessary or appropriate, and which, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.
6. 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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
7. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on January 16, 2024.
--

Exhibit F
EXHIBIT “A” to Resolution
Summary of Major Lease Terms

Parties	Landlord: Philadelphia Land Bank; Tenant: Called to Serve CDC, Inc.
Term	Initial term of one (1) year. The term is automatically extended to five (5) years upon resolution of City Council, without any further action of the Land Bank Board.
Renewals	Upon resolution of City Council, five (5) consecutive renewal options of five (5) years each, without any further action of the Land Bank Board.
Rent	Ten Dollars (\$10.00) for each year of the term.
Real Estate Taxes, Insurance, and Other Costs	Rent is absolutely net to Landlord. All costs, expenses, liabilities, and obligations relating to the ownership and operation of the premises, including but not limited to insurance, utilities, taxes, construction, repair, and maintenance, are paid by Tenant.
Permitted Use	Private parking on an existing parking lot for use by businesses along the Broad, Germantown and Erie business corridor.
Zoning and Improvements	<p>The Property is already zoned for the Permitted Use.</p> <p>Tenant is expected to improve the premises in connection with the Permitted Use to bring the Property up to code under the City of Philadelphia Code requirements, including resurfacing, striping, adequate fencing, and lighting. Tenant will commence and complete the work within such periods as determined by Landlord.</p>
Sublease	The premises will be sublet to 3701 North Broad, LLC (Subtenant).
Sublease Proceeds	<p>All gross proceeds and other consideration received by Tenant from any sublease or assignment (“Proceeds”) will be used exclusively for Qualified Operational Expenditures and for no other purpose.</p> <p>“Qualified Operational Expenditures” - reasonable costs incurred by Tenant including salaries, benefits, overhead and program supplies for any of the following:</p> <ul style="list-style-type: none"> • programs that provide technical assistance to businesses located on the Broad, Germantown and Erie commercial corridor; • programs that seek to maintain and increase the number of businesses on the Broad, Germantown and Erie commercial corridor; • programs for the cleaning and revitalization of the Broad, Germantown and Erie commercial corridor; and • programs that provide after-school educational and skill-building programs to youth at schools located within the Nicetown-Tioga neighborhoods served by Tenant as part of its organizational mission. <p>Tenant is required to provide a quarterly report (“Tenant’s Report”) containing information about the Proceeds (expected, actual, and earmarked), the programs and activities supported by the Proceeds, the Qualified Operational Expenditures (budgeted and actual), and any other information as may be requested by Landlord.</p>

Exhibit F

EXHIBIT “B” to Resolution
Summary of Major Sublease Terms

Parties	Landlord: Philadelphia Land Bank Sublessor: Called to Serve CDC, Inc. Sublessee: 3701 North Broad, LLC
Term	Co-terminous with the term of the master lease between Landlord and Sublessor.
Renewals	In accordance with the terms of the master lease between Landlord and Sublessor, five (5) consecutive Renewal Options of five (5) years each, subject to and conditional upon the exercise of each Renewal Option by the Sublessor.
Rent	<p>Base Rent during the Initial Term (as defined in the master lease) shall consist of the following:</p> <p>(i) Year 1: Eighteen Thousand Dollars (\$18,000) annually payable in equal monthly installments of Fifteen Hundred Dollars (\$1,500.00) on the first day of each calendar month during the Initial Term, as may be adjusted for each Renewal Term (as more particularly set forth below), by check made payable to Sublessor.</p> <p>Base Rent shall be adjusted as follows: Year 2: \$18,000 annually (\$1,500/month) Years 3 & 4: \$27,600 annually (\$2,300/month) Year 5: \$33,600 annually (\$2,800/month) Years 6 and forward: annual rent increases to be equal to the increase in the 12-month Consumer Price Index (CPI) over the prior year.</p> <p>In no event shall Base Rent in any Renewal Term be less than the Base Rent paid in the immediately prior Renewal Term.</p> <p>(ii) Sublessee shall donate to Sublessor annually:</p> <ul style="list-style-type: none">• 10 complimentary room nights at the Hotel Beury (date exclusions will exist)• 1 complimentary meeting room per month (chairs & water only) <p>(iii) Sublessor shall have complimentary access to 20 of the 65 parking spaces contained in the parking lot. Sublessee may pick location of those parking spaces.</p>
Real Estate Taxes, Insurance, and Other Costs	All costs, expenses, liabilities, and obligations relating to the operation of the Property and all obligations under the master lease, including, without limitation, insurance, utilities, taxes, construction, repair, and maintenance, are the Sublessor's responsibility.
Permitted Use	Private (valet) parking of motor vehicles for guests of The Hotel Beury located at 3701 N. Broad Street (45 spaces) and private parking for neighborhood businesses and organizations (20 spaces chosen by Sublessee for businesses and organizations chosen by Sublessor).

Exhibit F

Zoning and Improvements	<p>The Property is already zoned for Permitted Use.</p> <p>Sublessee shall improve the Property and shall bear the costs, expenses, liabilities, and obligations therefore in accordance with the terms of the Sublease regarding construction improvements required under the master lease or the Sublease.</p> <p>Sublessee will commence and complete the work in accordance with a plan and within timelines to be approved by Landlord and Sublessor.</p>
Confession of Judgment	<p>Sublease will contain a confession of judgment for rent and possession. Sublease may not be amended or modified without Landlord's approval.</p>

Exhibit G

RESOLUTION NO. 2024 – 3

RESOLUTION AUTHORIZING CONVEYANCE OF 2428 NORTH ORIANNA STREET TO ANTHONY K. BRIGHT, JR.

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 2428 North Orianna Street (the “**Property**”) to Anthony K. Bright, Jr. (the “**Purchaser**”).

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

1. The conveyance of the Property to the Purchaser for One and 00/100 U.S. Dollar (\$1.00) and a thirty (30) year mortgage for Twenty-Four Thousand Nine Hundred Ninety-Nine and 00/100 U.S. Dollars (\$24,999.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
3. Subject to the terms of this Resolution, the Executive Director 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 (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on January 16, 2024.

MARCH 12, 2024 PLB BOARD MEETING

MATERIALS FOR AGENDA ITEM IV.A

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES WITH
CONNOR STRONG & BUCKELEW COMPANIES, LLC**

WHEREAS, the Philadelphia Housing Development Corporation, as agent for the Philadelphia Land Bank ("**Land Bank**"), issued a Request for Proposals seeking proposals from qualified insurance brokerage firms to provide insurance, risk management, safety and loss control, claims and administrative services (collectively, the "**Insurance Services**").

WHEREAS, the proposals were reviewed and evaluated by a selection committee (the "**Committee**").

WHEREAS, the Committee selected Conner Strong and Buckelew Companies, LLC ("**CSB**") to perform the Insurance Services under certain terms and conditions.

WHEREAS, the Board recognizes the need for prompt and timely management decisions and believes that the efficiency of the Land Bank's operations will be enhanced if the Board authorizes an agreement for the Insurance Services with CSB, subject to the terms of this Resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Philadelphia Land Bank ("**Board**") that

1. The Executive Director, in the name of and on behalf of the Land Bank, is hereby authorized to enter into an agreement for Insurance Services with CSB for a one (1) year term, retroactive to January 1, 2024 and effective through December 31, 2024, with the option to renew for three (3) successive one (1) year renewal terms. The annual compensation shall not exceed Thirty-Six Thousand Dollars (\$36,000), to be paid in two equal installments, and the total compensation for all years shall not exceed One Hundred Forty-Four Thousand Dollars (\$144,000).
2. The Executive Director is further hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements and other documents, as may be necessary or desirable, to consummate and agreement for Insurance Services with CSB (collectively, the "**Transaction Documents**") and, from time to time and at any time, amend, supplement, renew, and modify the Transaction Documents, or any of them, as may be necessary or desirable, subject to the terms of this Resolution. The Transaction Documents and any amendments, supplements, renewals, and modifications thereto shall contain such terms and conditions as the Executive Director, with the advice of Senior Counsel, shall deem necessary or appropriate subject to the terms of this Resolution and, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.
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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
4. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

MARCH 12, 2024 PLB BOARD MEETING

MATERIALS FOR AGENDA ITEM IV.B

RESOLUTION NO. 2024 - ____

RESOLUTION AUTHORIZING FIRST AMENDMENT TO AMENDED AND RESTATED MANAGEMENT CONTRACT BETWEEN THE PHILADELPHIA LAND BANK AND THE PHILADELPHIA HOUSING DEVELOPMENT CORPORATION

WHEREAS, on June 14, 2018, the Board of Directors of the Philadelphia Land Bank (the “**Board**”) adopted Resolution 2018-19, which authorized the Philadelphia Land Bank (the “**Land Bank**”) to enter into the Amended and Restated Management Contract with Philadelphia Housing Development Corporation (“**PHDC**”);

WHEREAS, the Land Bank and PHDC entered into the Amended and Restated Management Contract on December 18, 2020, effective retroactively to July 1, 2018 and continuing through June 30, 2019, with four additional (4) one-year renewal periods (the “**Contract**”), attached to this Resolution as **Exhibit A**;

WHEREAS, Resolution 2018-29 authorizes the Executive Director with the advice of Senior Counsel to modify the Amended and Restated Management Contract without further approval of the Board, provided that any modifications are, in the opinion of Senior Counsel, not material;

WHEREAS, PHDC and the Land Bank desire to amend the Contract to extend the term of the Contract as more particularly set forth in the First Amendment to the Contract, attached to this Resolution as **Exhibit B**, which, in the opinion of Senior Counsel, is material and, as a result, requires approval of the Board;

WHEREAS, the Board has considered the extension of the term of the Contract and finds that the adoption of this Resolution 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 Initial Term, as defined in Section II of the Contract, shall be deemed to extend, effective from the Extension Effective Date of July 1, 2023, for an additional four (4)-year term (the “Extension Term”). The Extension Term shall consist of four (4) consecutive one (1) year terms (each, a “Renewal Term”), each of which Renewal Terms shall automatically renew unless either party hereto provides written notice to the other party not fewer than ninety (90) days prior to the end of the then-current Renewal Term that such party intends not to further renew the Term of the Contract.
2. Except as set forth in the First Amendment, all other terms and provisions of the Contract shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the Contract and the First Amendment, the First Amendment shall govern and control.
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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.

4. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

EXHIBIT A

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS AMENDED AND RESTATED MANAGEMENT CONTRACT (this "Contract"), entered into as of this 18th day of December, 2020, effective the 1st day of July, 2018, by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107 ("PHDC") and the PHILADELPHIA LAND BANK, a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with offices at 1234 Market Street, 16th Floor, Philadelphia, Pennsylvania 19107 (the "Land Bank").

WITNESSETH:

WHEREAS, in December 2012, the Commonwealth of Pennsylvania (the "Commonwealth") 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;

EXHIBIT A

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, if necessary, the Land Bank's 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, appoint and/or dismiss any individual to serve as the Executive Director or Senior Counsel if such hiring, appointment and/or dismissal, as the case may be, is opposed by a majority of the Land Bank Board. Notwithstanding anything to the contrary herein, nothing herein shall prohibit PHDC from dismissing, terminating and or suspending the Executive Director and/or Senior Counsel without consultation with, or approval from, the Land Bank Board if such dismissal, termination or suspension is for "Cause". For purposes of this Contract, the term "Cause" shall mean (i) the willful commission of an act of fraud or dishonesty resulting in material economic or financial injury to PHDC or the Land Bank, or (ii) non-disclosed self-dealing, embezzlement or misappropriation of funds or property or breach of trust in connection with the Executive Director's or Senior Counsel's services hereunder, or (iii) the conviction of (or plea of nolo contendere to) a crime constituting a felony, or (iv) habitual insobriety or use of controlled substances (other than under the supervision of a

EXHIBIT A

licensed physician) in the course and scope of employment; or (v) habitual absenteeism, or (vi) the violation of any of PHDC's policies against unlawful harassment, or (vii) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by PHDC to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation. For purposes of clarification, this provision is for the benefit of the parties to this Contract only and is not intended to confer any third party rights or benefits on the Executive Director or Senior Counsel as those positions remain at-will positions under the laws of the Commonwealth of Pennsylvania. In connection with any termination for Cause, PHDC shall provide the Land Bank Board Chair with prior notice and evidence substantiating such termination.

(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;

EXHIBIT A

(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;

EXHIBIT A

(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, 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:

EXHIBIT A

(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.

EXHIBIT A

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

EXHIBIT A

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,

EXHIBIT A

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

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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

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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.

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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,

EXHIBIT A

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.

EXHIBIT A

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.

EXHIBIT A

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.

REMANIDER OF PAGE BLANK

EXHIBIT A

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

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

By: 

David Thomas
President

**PHILADELPHIA LAND
BANK**

By: 

Angel Rodriguez
Executive Director

EXHIBIT A

EXHIBIT A

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

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

EXHIBIT B

FIRST AMENDMENT

TO

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MANAGEMENT CONTRACT (this "First Amendment") is entered into as of this _____ day of _____, 2024, and made effective retroactively to July 1, 2023 (the "Extension Effective Date"), by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION ("PHDC"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 16 Floor, Philadelphia, Pennsylvania 19107, and the PHILADELPHIA LAND BANK (the "Land Bank") a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with its principal office located at 1234 Market Street, 16th Floor, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, PHDC and the Land Bank entered into a certain Amended and Restated Management Contract on December 18, 2020 and made effective retroactively to July 1, 2018 (the "Contract").

WHEREAS, PHDC and the Land Bank desire to amend the Contract to extend the term of the Contract as more particularly set forth in this First Amendment.

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:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference as if set forth at length.
2. **Term.** The Initial Term, as defined in Section II of the Contract, shall be deemed to extend from the Extension Effective Date, for an additional four (4) year term (the "Extension Term"). The Extension Term shall consist of four (4) consecutive one (1) year terms (each, a "Renewal Term"), each of which Renewal Terms shall automatically renew unless either party hereto provides written notice to the other party not fewer than ninety (90) days prior to the end of the then-current Renewal Term that such party intends not to further renew the Term of the Contract.
3. **Continuation of Contract.** Except as set forth in this First Amendment, all other terms and provisions of the Contract shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the Contract and this First Amendment, this First Amendment shall govern and control.
4. **Entire Agreement.** This First Amendment represents the entire agreement between the parties regarding the subject matter contained in this First Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this First Amendment except as set forth in this First Amendment.

EXHIBIT B

5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any signature delivered by a party by facsimile or other electronic transmission (including, without limitation, e-mail of a .pdf image) shall be deemed to be an original signature for all purposes.

Remainder of page intentionally left blank; signatures follow on next page.

EXHIBIT B

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

Approved as to Legal Form
Philadelphia Land Bank

By:
Attorney

PHILADELPHIA LAND BANK

By: _____
Angel Rodriguez, Executive Director

Approved as to Legal Form
Philadelphia Housing
Development Corporation

By:
Attorney

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

By: _____
David S. Thomas, President and CEO

MARCH 12, 2024 PLB BOARD MEETING

MATERIALS FOR AGENDA ITEM IV.C

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING CONVEYANCE OF
1115 NORTH 41ST STREET
TO PHILADELPHIA HOUSING DEVELOPMENT CORPORATION**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interest of the Land Bank to convey 1114 North 41st Street (collectively, the “**Property**”) to the Philadelphia Housing Development Corporation (“**PHDC**”) for disposition, reuse and/or management as determined by PHDC.

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

1. The conveyance of the Property to PHDC for One and 00/100 U.S. 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 applicable terms and conditions of Section 16-404 of the Philadelphia Code.
3. Subject to the terms of this Resolution, the Executive Director 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 (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.



BOARD FACTSHEET

Meeting of March 12, 2024

Conveyance of PLB Property to PHDC

Nature of Transaction: The Philadelphia Land Bank (the PLB) will facilitate the conveyance of title of 1141 N. 41st Street (the Property), which is owned by the City of Philadelphia (the City), to the Philadelphia Housing Development Corporation (PHDC):

The conveyance of the property will be for disposition, reuse, and management by PHDC, specifically for the preservation of a community open space.

The property was approved for conveyance by the Philadelphia Land Bank in collaboration with the 3rd Councilmanic District Office.

PROPERTY INFORMATION:

PLB Conveyance: The PLB property listed below will be conveyed to PHDC without consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), after the property has have been transferred by the Department of Public Property to the PLB.

3rd Councilmanic District

1115 North 41st Street

MARCH 12, 2024 PLB BOARD MEETING

MATERIALS FOR AGENDA ITEM V.A

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING CONVEYANCE OF
708, 710, 714 AND 723 NORTH SHEDWICK STREET
TO MT. VERNON MANOR COMMUNITY LAND 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 in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 708, 710, 714 and 723 North Shedwick Street (collectively, the “**Property**”) to a Community Land Trust to be established by Mt. Vernon Manor, Inc. (the “**Purchaser**”) for the development of four (4) affordable single-family homes to be sold to home purchasers with a household income at or below Eighty Percent (80%) of Area Median Income, with the land on which the homes are located to be leased instead of sold to the homeowners as a means of maintaining long-term affordability for future home purchasers;

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

1. The conveyance of the Property to the Purchaser for Four and 00/100 Dollars (\$4.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
3. Subject to the terms of this Resolution, the Executive Director 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 (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
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. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

Approved by Philadelphia City Council Resolution No. _____ dated _____.

DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

1. **ADDRESS:** 708, 710, 714 & 723 N. Shedwick Street; Philadelphia PA 19104

2. PROPERTY INFORMATION

Zip Code: 19104	Census Tract: 010900	Council District: 3
Zoning: RSA-5	Lot Area: 3,860 SF	
OPA Value: \$119,900	Appraised Value: \$155,000	
Redevelopment Area: N/A	Urban Renewal Area: N/A	

3. APPLICANT INFORMATION

Applicant Name: Mt. Vernon Manor, Inc.	Type: Business / Legal Entity
Entity Owners: Executive Director Michael Thorpe	
Mailing Address: 3311 Wallace St, Suite B, Philadelphia PA 19104	
Authorized Contact: Michael Thorpe	
Application Date: 12/19/2023	

4. PROJECT INFORMATION

Disposition Type: Non-Comp: 51% of Site as Affordable, Workforce, or Mixed Income Housing	Strategic Plan Goal (Land Bank Only): Housing - Workforce (61%-120% AMI)
Price Paid at Settlement: \$4	Proposed Use: Residential
Development Type: New Construction	No. of Buildings: 4
Units: 4 units - Residential / 0 units - Commercial	End User: Sale to Homebuyer
Gross Floor Area (sq. ft.): 3,877 SF	Construction Cost / sq. ft.: \$209
Construction Costs: \$810,293	Project Funding Available: Committed and Verified - Applicant has provided documentation of available, committed funds in an amount no less than total project costs.
Total Project Costs: \$1,435,000	Mortgage Amount: \$N/A

5. APPROVALS, DEADLINES, EOP

Agreement Executed: TBD	Economic Opportunity Plan Goals: 25% MBE, 5% WBE
Land Bank Board Approval: TBD	PRA Board Approval: N/A
Construction Commencement Deadline: 3 months after settlement	Construction Completion Deadline: 18 months after settlement

DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

6. DEVELOPMENT SUMMARY

A. How was title acquired?

Title for most properties were acquired by the City of Philadelphia through Sheriff sale. The property currently owned by the PRA has all the approvals to be transferred to the Land Bank.

B. Application Summary:

Mt. Vernon Manor, Inc. will develop four (4) single-family affordable homeownership units, intended for sale to households with incomes ranging from 60% to 80% of the Area Median Income (AMI). To facilitate this, a Community Land Trust (CLT) will be established, which will retain ownership of the land while selling the improvements on the land to eligible homebuyers. The anticipated sale price for each of the four homes will range from \$135,000 to \$155,000. Under the terms of the ground lease, homeowners will have the opportunity to lease the land from the CLT and own the improvements on the land. This lease will have a duration of 99 years and is renewable. The application was unsolicited and qualified as per terms of the disposition policy. An EOP plan will apply to this project.

C. Unit Details:

- 4 Total Single-Family Homes.
- Homeownership with Community Land Trust ground-lease
- Maximum sale price of \$155,000.
- Target households with incomes at or below 80% AMI.
- 2 story Single Family Homes, containing 2 bedrooms & 2 baths.
- Approximately 1,000 SF each.

D. Summary of Restrictions or Covenants:

This transaction is subject to the following only if the box is checked:

☒ Irrevocable Power of Attorney ☒ Right of Re-entry/Reverter

A Declaration of Restrictive Covenants will be placed on all the units to ensure that the homes will remain affordable for a **minimum of 15 years**, and purchasers for the affordable units will be income-certified.

E. Community Outreach:

- Staff received a completed Community Outreach Package to confirm a community meeting was held:
☒ Yes ☐ No ☐ N/A
- Meeting Date (if applicable): 02/27/2024

7. STAFF RECOMMENDATION

Staff recommends the disposition of 708, 710, 714 & 723 N Shedwick Street to Mt. Vernon Manor, Inc for development of 4 Singla Family homeownership units.

Prepared by: Mathen Pullukattu – Senior Development Specialist

Reviewed by: Angel Rodriguez – Executive Director, Land Bank

Attachments - If box below is checked, the item is attached.

- ☒ Property photos
- ☒ Site Map
- ☒ Floor Plans
- ☒ Sources and Uses (Excel spreadsheet)
- ☒ Appraisal Summary Pages

DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

SITE PHOTOS



DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

SITE MAP



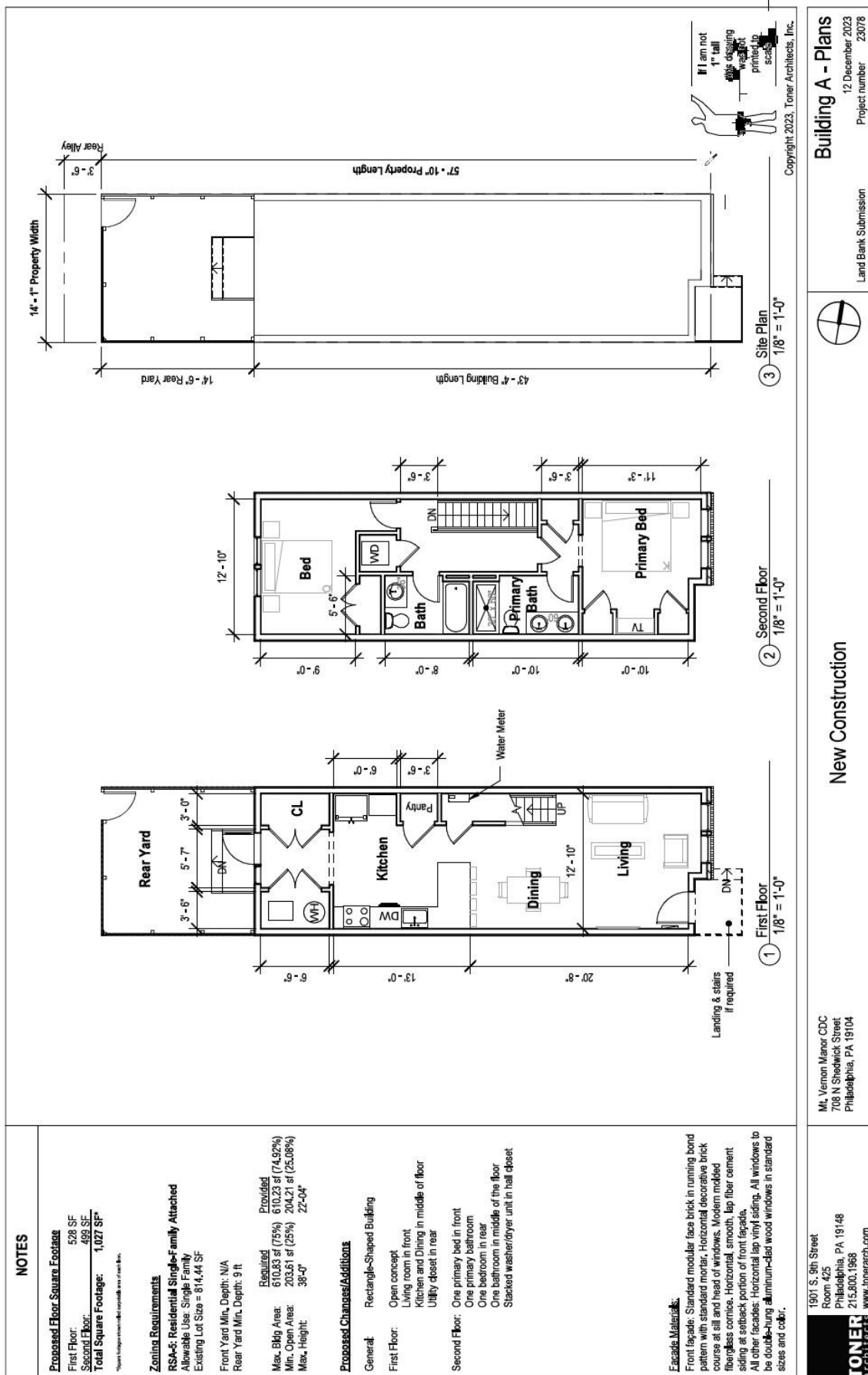
DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

RENDERING & FLOOR PLANS



Last Updated: 3.7.2024



DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

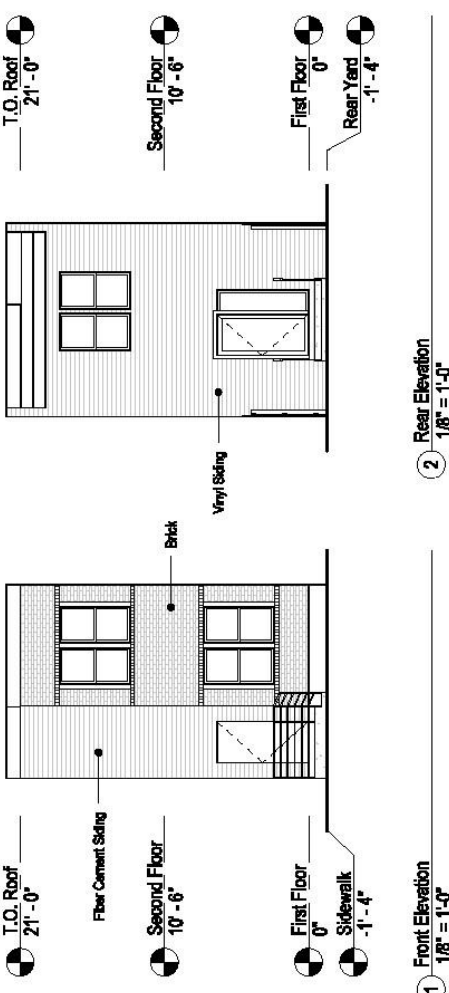
NOTES		New Construction		Building A - Elevations	
<p>Proposed Floor Square Footage</p> <p>First Floor: 528 SF</p> <p>Second Floor: 498 SF</p> <p>Total Square Footage: 1,027 SF*</p> <p><small>*Square Footage does not include area of wall box.</small></p> <p>Zoning Requirements</p> <p>RS-A-S: Residential Single-Family Attached</p> <p>Allowable Use: Single Family</p> <p>Existing Lot Size = 814.44 SF</p> <p>Front Yard Min. Depth: N/A</p> <p>Rear Yard Min. Depth: 9 ft.</p> <p>Max. Bldg Area: 610.23 sf (74.92%)</p> <p>Min. Open Area: 203.61 sf (25%)</p> <p>Max. Height: 36'-0"</p> <p>Proposed Changes/Additions</p> <p>General: Rectangular-Shaped Building</p> <p>First Floor:</p> <ul style="list-style-type: none"> Open concept Living room in front Kitchen and Dining in middle of floor Utility closet in rear <p>Second Floor:</p> <ul style="list-style-type: none"> One primary bed in front One primary bathroom One bedroom in rear One bedroom in middle of the floor Stacked washer/dryer unit in hall closet <p>Exterior Materials:</p> <p>Front facade: Standard modular face brick in running bond pattern with standard mortar. Horizontal decorative brick courses at sill and head of windows. Modern modified fiberglass cornice. Horizontal, smooth, lap fiber cement siding at setback portion of front facade.</p> <p>All other facades: Horizontal lap vinyl siding. All windows to be double-lung aluminum-clad wood windows in standard sizes and color.</p>		<p>1 Front Elevation</p> <p>1/8" = 1'-0"</p>		<p>2 Rear Elevation</p> <p>1/8" = 1'-0"</p>	
<p>Scale: 1/8" = 1'-0"</p> <p>Copyright 2023, Toner Architects, Inc.</p> <p>Disclaimer: If I am not 4" tall, this drawing was not printed to scale.</p>		<p>Land Bank Submission</p> <p>Project number 23076</p>		<p>1801 S. 9th Street</p> <p>Room 425</p> <p>Philadelphia, PA 19146</p> <p>215.800.1593</p> <p>www.tonerarchi.com</p>	

Last Updated: 3.7.2024



DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

NOTES							
<p>Proposed Floor Square Footage</p> <table border="1"> <tr> <td>First Floor:</td> <td>528 SF</td> </tr> <tr> <td>Second Floor:</td> <td>499 SF</td> </tr> <tr> <td>Total Square Footage:</td> <td>1,027 SF*</td> </tr> </table> <p><small>*Square Footage does not include area of roof line.</small></p> <p>Zoning Requirements:</p> <p>RSA-S: Residential Single-Family Attached Allowable Use: Single Family Existing Lot Size = 886.73 SF</p> <p>Front Yard Min. Depth: N/A Rear Yard Min. Depth: 9 ft</p> <p>Max. Bldg Area: 685.05 sf (75%) Provided 610.23 sf (68.82%) Min. Open Area: 221.68 sf (25%) Provided 274.50 sf (31.20%) Max. Height: 36'-0" Provided 22'-0"</p> <p>Proposed Character/Adjuncts</p> <p>General: Rectangle-Shaped Building</p> <p>First Floor: Open concept Living room in front Kitchen and Dining in middle of floor Utility closet in rear</p> <p>Second Floor: One primary bed in front One primary bedroom One bedroom in rear One bedroom in middle of the floor Stacked washer/dryer unit in hall closet</p> <p>Facade Materials:</p> <p>Front facade: Standard modular face brick in running bond pattern with standard mortar. Horizontal decorative brick course at sill and head of windows. Modern modified flatglass cornice. Horizontal, smooth, lap fiber cement siding at setback portion of front facade. All other facades: Horizontal lap vinyl siding. All windows to be double-hung aluminum-clad wood windows in standard sizes and color.</p>	First Floor:	528 SF	Second Floor:	499 SF	Total Square Footage:	1,027 SF*	 <p>1 Front Elevation 1/8" = 1'-0"</p> <p>2 Rear Elevation 1/8" = 1'-0"</p> <p>T.O. Roof 21'-0"</p> <p>Second Floor 10'-6"</p> <p>First Floor 0"</p> <p>Rear Yard -1'-4"</p> <p>Vinyl Siding</p> <p>Brick</p> <p>Fiber Cement Siding</p> <p>Sidewalk -1'-4"</p> <p>Copyright 2023, Toner Architects, Inc.</p> <p>If I am not 1" tall this drawing was not printed to scale</p>
First Floor:	528 SF						
Second Floor:	499 SF						
Total Square Footage:	1,027 SF*						
<p>TONER ARCHITECTS</p> <p>1901 S. 9th Street Room 425 Philadelphia, PA 19148 215.901.1568 www.tonerarch.com</p>	<p>Building B - Elevations 12 December 2023 Project number 23078</p> <p>New Construction</p> <p>Land Bank Submission</p> <p>Mt. Vernon Manor CDC 7101 N. Shedwick Street Philadelphia, PA 19104</p>						

DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

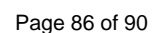
<p>NOTES</p> <p>Proposed Floor Square Footage First Floor: 528 SF Second Floor: 498 SF Total Square Footage: 1,027 SF*</p> <p><small>*Square Footage is based on the maximum area of each room.</small></p> <p>Zoning Requirements RSA-5: Residential Single-Family Attached Allowable Use: Single Family Existing Lot Size = 814.44 SF Front Yard Min. Depth: N/A Rear Yard Min. Depth: 9 ft</p> <p>Required Max. Bldg Area: 610.83 sf (75%) Min. Open Area: 203.61 sf (25%) Max. Height: 38'-0"</p> <p>Provided Max. Bldg Area: 610.23 sf (74.92%) Min. Open Area: 204.21 sf (25.08%) Max. Height: 22'-4"</p> <p>Proposed Changes/Additions General: Rectangle-Shaped Building First Floor: Open concept Living room in front Kitchen and Dining in middle of floor Utility closet in rear Second Floor: One primary bed in front One primary bathroom One bedroom in rear One bathroom in middle of the floor Stacked washer/dryer unit in hall closet</p> <p>Facade Materials: Front facade: Standard modular face brick in running bond pattern with standard mortar. Horizontal decorative brick course at sill and head of windows. Modern modded fiberglass cornice. Horizontal, smooth, lap fiber cement siding at setback portion of front facade. All other facades: Horizontal lap vinyl siding. All windows to be double-hung aluminum-clad wood windows in standard sizes and color.</p>	<p>3 Site Plan 1/8" = 1'-0"</p> <p>2 Second Floor 1/8" = 1'-0"</p> <p>1 First Floor 1/8" = 1'-0"</p> <p>Copyright 2023, Toner Architects, Inc.</p>	<p>Building C - Plans 12 December 2023 Project number 23078</p> <p>New Construction</p> <p>Mt. Vernon Manor CDC 714 N Shedwick Street Philadelphia, PA 19104</p> <p>1901 S. 9th Street Room 425 Philadelphia, PA 19148 215.800.1968 www.tonerarchi.com</p> <p>TONER architects</p> <p>Land Bank Submission</p>
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DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

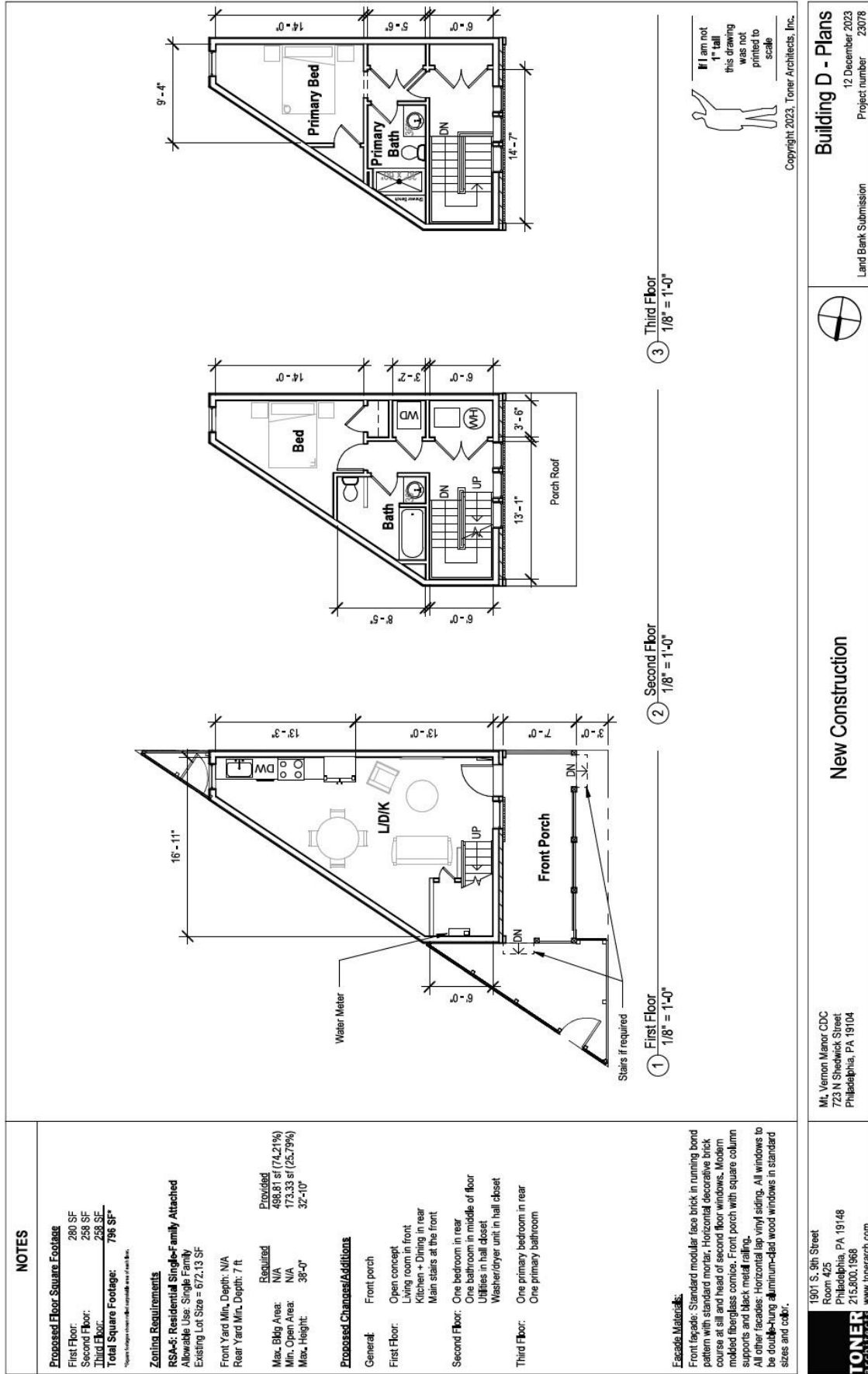
NOTES		New Construction		Building C - Elevations	
<p>Proposed Floor Square Footage</p> <p>First Floor: 528 SF</p> <p>Second Floor: 499 SF</p> <p>Total Square Footage: 1,027 SF</p> <p><small>*Square Footage does not include impervious area of roof top.</small></p> <p>Zoning Requirements</p> <p>RSA-3: Residential Single-Family Attached</p> <p>Allowable Use: Single Family</p> <p>Existing Lot Size = 814.44 SF</p> <p>Front Yard Min. Depth: N/A</p> <p>Rear Yard Min. Depth: 9 ft.</p> <p>Resulted</p> <p>Max. Bldg Area: 810.23 sf (75%)</p> <p>Min. Open Area: 203.61 sf (25%)</p> <p>Max. Height: 38'-0"</p> <p>Proposed Changes/Additions</p> <p>General: Rectangular-Shaped Building</p> <p>First Floor: Open concept Living room in front Kitchen and Dining in middle of floor Utility closet in rear</p> <p>Second Floor: One primary bed in front One primary bathroom One bedroom in rear One bedroom in middle of the floor Stacked washer/dryer unit in hall closet</p> <p>Facade Materials:</p> <p>Front facade: Standard modular face brick in running bond pattern with standard mortar. Horizontal decorative brick course at sill and head of windows. Modern modified fiberglass cornice. Horizontal, smooth, lay fiber cement siding at setback portion of front facade.</p> <p>All other facade: Horizontal lay vinyl siding. All windows to be double-hung aluminum-clad wood windows in standard sizes and color.</p>		<p>1 Front Elevation 1/8" = 1'-0"</p> <p>2 Rear Elevation 1/8" = 1'-0"</p>		<p>Copyright 2023, Toner Architects, Inc.</p> <p>Building C - Elevations</p> <p>12 December 2023</p> <p>Project number 23078</p> <p>Land Bank Submission</p>	

Last Updated: 3.7.2024



DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024



DEVELOPMENT FACT SHEET

Last Updated: 3.7.2024

NOTES		Building D - Elevations									
<p>Proposed Floor Square Footage</p> <table border="1"> <tr> <td>First Floor:</td> <td>280 SF</td> </tr> <tr> <td>Second Floor:</td> <td>258 SF</td> </tr> <tr> <td>Third Floor:</td> <td>233 SF</td> </tr> <tr> <td>Total Square Footage:</td> <td>796 SF*</td> </tr> </table> <p><small>*Square Footage includes all floor area within the exterior walls of the building.</small></p> <p>Zoning Requirements</p> <p>RS-A-3: Residential Single-Family Attached Allowable Use: Single Family Existing Lot Size = 672.13 SF</p> <p>Front Yard Min. Depth: N/A Rear Yard Min. Depth: 7 ft</p> <p>Max. Bldg. Area: N/A Min. Open Area: N/A Max. Height: 38'-0"</p> <p>Required 498.81 sf (74.21%) 173.33 sf (25.79%) 32'-10"</p> <p>Provided 498.81 sf (74.21%) 173.33 sf (25.79%) 32'-10"</p> <p>Proposed Changes/Additions</p> <p>General Front porch</p> <p>First Floor: Open concept Living room in front Kitchen + Dining in rear Main stairs at the front</p> <p>Second Floor: One bedroom in rear One bathroom in middle of floor Utilities in hall closet Washer/dryer unit in hall closet</p> <p>Third Floor: One primary bedroom in rear One primary bathroom</p> <p>Exterior Materials: Front facade: Standard modular face brick in running bond pattern with standard mortar. Horizontal decorative brick course at sill and head of second floor windows. Modern milled fiberglass cornice. Front porch with square column supports and black metal railing. All other facades: Horizontal lap vinyl siding. All windows to be double-hung aluminum-clad wood windows in standard sizes and colors.</p>		First Floor:	280 SF	Second Floor:	258 SF	Third Floor:	233 SF	Total Square Footage:	796 SF*	<p>Front Elevation 1/8" = 1'-0"</p> <p>Rear Elevation 1/8" = 1'-0"</p> <p>Labels: T.O. Third Floor Roof 31' - 6", Third Floor 21' - 0", Second Floor 10' - 6", First Floor 0", Sidewalk -1' - 4", Vinyl Siding, Brick, T.O. Third Floor Roof 31' - 6", Third Floor 21' - 0", Second Floor 10' - 6", First Floor 0", Rear Yard -1' - 4".</p> <p>Scale: 1" = 1'-0"</p> <p>Copyright 2023, Toner Architects, Inc.</p>	
First Floor:	280 SF										
Second Floor:	258 SF										
Third Floor:	233 SF										
Total Square Footage:	796 SF*										
<p>1901 S. 3th Street Room 425 Philadelphia, PA 19148 215.800.1968 TONER architects www.tonerarch.com</p>		<p>MT, Vernon Manor CDC 723 N Shedwick Street Philadelphia, PA 19104</p>									
<p>New Construction</p>		<p>Land Bank Submission</p>									
<p>Project number 23078</p>		<p>12 December 2023</p>									

DEVELOPMENT FACT SHEET

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DEVELOPMENT BUDGET/ SOURCES AND USES OF FUNDS

Applicant: Mt. Vernon Manor
Property Address: 708, 710, 714, 723 N. Shedwick St

SOURCE OF FUNDS

	Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
Senior Debt		\$600,000.00	42%	Reinvestment Fund Construction Loan
Subordinate Debt		\$0.00	0%	
Developer Equity		\$0.00	0%	
Other - describe to the right		\$650,000.00	45%	Mantua Powelton Alliance Grants
Other - describe to the right		\$185,000.00	13%	National Fair Housing Alliance Grants
TOTAL SOURCE OF FUNDS		\$1,435,000.00	100%	

USE OF FUNDS

HARD COSTS

	Cost	% Total
ACQUISITION		
Property Acquisition	\$4.00	0.00%
Closing Costs	\$6,000.00	0.42%
Other - describe in space to the right	\$0.00	0.00%
UNIT CONSTRUCTION		
Complete table at bottom of page	\$810,293.00	56.47%
OTHER CONSTRUCTION		
Landscaping	\$4,000.00	0.28%
Permits	\$28,000.00	1.95%
Clearance and Demolition	\$10,000.00	0.70%
Utility Connections & Tap Fees	\$0.00	0.00%
INFRASTRUCTURE		
Streets and Sidewalks	\$9,500.00	0.66%
Water and Sewer	\$48,000.00	3.34%
Stormwater & Drainage	\$10,000.00	0.70%
Impact Fees	\$0.00	0.00%
OTHER HARD COSTS		
Hard Cost Contingency	\$72,000.00	5.02%
Other - describe in space to the right	\$0.00	0.00%
TOTAL HARD COSTS	\$997,797.00	

SOFT COSTS

PROFESSIONAL FEES		
Site Planning	\$0.00	0.00%
Architecture & Engineering	\$96,000.00	6.69%
Legal	\$10,000.00	0.70%
Consultant	\$50,000.00	3.48%
Survey	\$6,000.00	0.42%
Market Study	\$0.00	0.00%
Environmental	\$14,000.00	0.98%
Organization Expense	\$7,000.00	0.49%
Other Consultants	\$0.00	0.00%
FINANCE COSTS		
Construction Loan Interest	\$50,000.00	3.48%
Construction Origination	\$6,000.00	0.42%
Appraisal	\$5,000.00	0.35%
Construction Insurance	\$28,000.00	1.95%
Property Taxes	\$0.00	0.00%
OTHER SOFT COSTS		
Holding Costs	\$0.00	0.00%
Soft Cost Contingency	\$38,203.00	2.66%
Developer Fee, if applicable	\$70,000.00	4.88%
Other - describe in space to the right	\$15,000.00	1.05%
Other - describe in space to the right	\$36,000.00	2.51%
Other - describe in space to the right	\$6,000.00	0.42%
TOTAL SOFT COSTS	\$437,203.00	
TOTAL DEVELOPMENT COST	\$1,435,000.00	0.00%

Construction/Rehab. Costs

	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost	Total Sq. Ft.	Total Sq. Ft. %
1	708 N Shedwick	1,027	\$209.00	\$214,643.00	1	\$214,643.00	1,027	26.49%
2	710 N Shedwick	1,027	\$209.00	\$214,643.00	1	\$214,643.00	1,027	26.49%
3	714 N Shedwick	1,027	\$209.00	\$214,643.00	1	\$214,643.00	1,027	26.49%
4	723 N Shedwick	796	\$209.00	\$166,364.00	1	\$166,364.00	796	20.53%
	TOTALS			\$810,293.00	4	\$810,293.00	3,877	100.00%

DEVELOPMENT FACT SHEET

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APPRAISAL SUMMARY

<u>Owner</u>	<u>Street Address</u>	<u>Opinion Of Value</u>	<u>Zoning</u>	<u>SF</u>	<u>USE</u>
Philadelphia Redevelopment Authority	708 N Shedwick St	\$ 30,000.00	RSA 5	814	Affordable Single Family Home
Philadelphia Redevelopment Authority	710 N Shedwick St	\$ 30,000.00	RSA 5	887	Affordable Single Family Home
Philadelphia Redevelopment Authority	714 N Shedwick St	\$ 30,000.00	RSA 5	814	Affordable Single Family Home
City of Philadelphia	723 N Shedwick St	\$ 65,000.00	RSA 5	1345	Affordable Single Family Home