

PHILADELPHIA REDEVELOPMENT AUTHORITY

**1234 MARKET STREET, 16TH FLOOR
PHILADELPHIA, PA 19107**

**BOARD MEETING
WEDNESDAY, FEBRUARY 9, 2022**

Executive Session – 3:30 P.M.

Open Session – 4:00 P.M.

A G E N D A

APPROVAL OF BOARD MINUTES

Meeting of January 12, 2021

I. <u>ADMINISTRATIVE</u>	<u>Page</u>
(a) Conveyance of Title of City Properties Through the Philadelphia Redevelopment Authority to the Philadelphia Land Bank	(1)
(b) Conveyance of Title of Philadelphia Redevelopment Authority Properties to the Philadelphia Land Bank	(5)
(c) Housing Preservation Loan Program	(9)
(i) Amendment to Resolution No. 2018-56, Adopted on July 11, 2018	
(ii) Authorization to Enter into an Agreement for Professional Services with Republic First Bank d/b/a Republic Bank	
(iii) Authorization to Enter Into Amendments to the Agreements for Professional Services with Univest Bank and Trust Co. and Clarifi	
(d) Gallery Mall Project	(18)
First Amendment to License Agreement with Keystone Philadelphia Properties, L.P., for the Pedestrian Bridge Located Between 10th and 11th Streets Above Filbert Street	

AGENDA

Board Meeting of February 09, 2022

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II. DEVELOPMENT

624 S. 13th Street L.L.C.

(23)

614-26 S. 13th Street including 1306-10 Kater
Street and 1309-13 Bainbridge Street

**Selection of Redeveloper and Approval of
Ground Lease Agreement and Redevelopment
Agreement**

PHILADELPHIA REDEVELOPMENT AUTHORITY

BOARD MEETING MINUTES

Prior to the start of the meeting, Mr. Harmon made the announcement that, due to the Philadelphia Redevelopment Authority's continued office closure due to the Covid-19 pandemic, today's Board meeting is being held electronically via an authorized communication device, is open to public attendees, and open for public comment. The Board meeting is being recorded and questions and comments can be entered using the Question & Answer box at the lower right-hand corner of the screen. Questions and/or comments will be read out loud and answered if needed. Mr. Harmon stated that he provided his email address to the public for any issues with submitting questions and/or comments and for any issues with accessing the Board meeting remotely. Mr. Harmon further stated there were no public comments received prior to the meeting.

*****MR. HARMON ASKED EVERYONE TO PLEASE NOTE THAT THERE IS A QUESTION AND ANSWER PORTAL FOR PUBLIC ATTENDEES OF THIS BOARD MEETING. THE PUBLIC ATTENDANCE LIST AND THE SUBMITTED QUESTIONS AND ANSWERS, IF ANY, WILL BE ATTACHED TO THE MEETING MINUTES.**

A virtual meeting of the Board of Directors of the Philadelphia Redevelopment Authority was held on Wednesday, January 12, 2022, commencing at 4:00 P.M., pursuant to proper notices being made.

ANNOUNCEMENTS

None.

ROLL CALL

The following members of the Board of Directors reported present: Anne Fadullon, Chair; James Cuorato, Vice Chair; Sabrina Maynard, Treasurer; and Maria Duque-Buckley, 2nd Vice Chair and Assistant Secretary.

The following member of the Board of Directors was not present: Michael Rashid, Secretary.

The following assigned staff were present: Ryan Harmon, Esq., Jojy Varghese, Angel Rodriguez, Jessie Lawrence, Robert LaBrum, Tracy Pinson-Reviere, Todd Hestand, Mathen Pullukattu, and Elizabeth Bonaccorso.

Also in attendance: Jamila Davis, DHCD; Jason Templet, Allison Weiss, Brent Howard, Roderick Ward, Oluwafemi Adetiba, Raina Poonam, Erin Jay, Jayme (name provided), Deborah Willis, Guy Sheets, Nicole Hostettler, Megan McCoy, Trang Balchunas, Eric Balchunas, Turtlebug (name provided), Sophia Fox, Beatrice (name provided), Hawthorne Neighborhood (name provided), Tim Fisher, Julie Stapleton Carroll, Vivek Allada, Ashish Patil, Yvonne Haskins, Michael Wilkins, Tom Copestick, Michelle Lewis, Bryon (name provided), Erin DelBaggio and Richard Dickson.



MINUTES

Ms. Fadullon called for a motion to approve the minutes of the Board meeting December 8, 2021.

Upon motion made and duly seconded, the minutes of December 8, 2021, were approved.



ADMINISTRATIVE

Mr. Harmon presented "Item I(a) – Appointment of the Board of Directors of RT HeadHouse Development Corporation" in substance consistent with the attached Fact Sheet hereto.

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2022-01

RESOLUTION APPOINTING DIRECTORS TO RT HEADHOUSE DEVELOPMENT CORPORATION

BE IT RESOLVED by the Philadelphia Redevelopment Authority, that the following individuals are appointed to serve as directors of RT HeadHouse Development Corporation for a term of one (1) year beginning February 10, 2022, or until such time as the Authority shall terminate any such appointment:

Ryan Ambrose
David Thomas
Darren Williams
Alberta Benn
Mathen Pullukattu

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, Ms. Buckley, and Ms. Maynard.



Mr. Harmon presented "Item I(b) – Third Amendment to Cooperation Agreement – City of Philadelphia, acting through its Department of Public Property; 400 N. Broad Street" in substance consistent with the attached Fact Sheet hereto.

Additional Comments and Discussion

Ms. Maynard recused herself because of a potential conflict of interest. Ms. Fadullon stated this would be noted for the record.

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2022-02

RESOLUTION AUTHORIZING A THIRD AMENDEMENT TO COOPERATION AGREEMENT BETWEEN THE PHILADELPHIA REDEVELOPMENT AUTHORITY AND THE CITY OF PHILADELPHIA, ACTING THROUGH ITS DEPARTMENT OF PUBLIC PROPERTY, FOR THE 400 NORTH BROAD STREET PROJECT

WHEREAS, pursuant to Resolution No. 2017-57, adopted by the Philadelphia Redevelopment Authority (the "**Authority**") on August 9, 2017, the Authority entered into a Cooperation Agreement dated October 16, 2017 (the "**Cooperation Agreement**") with the City of Philadelphia, acting through its Department of Public Property (the "**City**"), authorizing the Authority to act as agent for the City with respect to securing a consultant to represent the City with the oversight, analysis and monitoring of construction at the properties located at 400 N. Broad Street (the "**Broad Street Property**") and 1501 Callowhill Street (the "**Callowhill Street Property**") (the Broad Street Parcel and the Callowhill Street Parcel, together, the "**Properties**"),

which are being developed by 400 North Broad Partners, L.P. ("**Landlord**") and will be delivered as a turnkey project for the City to occupy.

WHEREAS, pursuant to Resolution 2018-01, adopted by the Authority on January 10, 2018, the Authority and the City entered into a First Amendment to Cooperation Agreement (the "**First Amendment**") dated October 15, 2018, wherein the Authority and the City agreed to expand the scope of services to be performed by the Authority on behalf of or as agent for the City under the Cooperation Agreement.

WHEREAS, the Authority and the City also entered into a Second Amendment to Cooperation Agreement (the "**Second Amendment**") dated August 4, 2020, made effective October 17, 2018, wherein the Authority and City agreed to mutually exercise the Renewal Terms as set forth in Paragraph 2.1 of the Cooperation Agreement, as previously amended, such that the term of the Cooperation Agreement as provided in Paragraph 2.1 of the Cooperation Agreement, as previously amended, was extended to October 16, 2021 (herein, the "**Term**").

WHEREAS, the Authority and the City would like to again amend the Cooperation Agreement, as previously amended by the First Amendment and Second Amendment, to extend the Term for an additional twelve (12) months, effective as of October 16, 2021.

WHEREAS, the Authority will continue to perform all other Services as defined in the Cooperation Agreement, as previously amended, and the City will continue to be responsible for payment of all costs incurred by the Authority under the Cooperation Agreement, as previously amended, and the City will continue to pay the Authority a fixed administrative fee of eight percent (8%) of all costs incurred for its services.

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority that the Redevelopment Authority is authorized to execute a Third Amendment to Cooperation Agreement with the City whereby the Term of the Cooperation Agreement, as previously amended, will be extended for an additional twelve (12) months, effective as of October 16, 2021.

FURTHER RESOLVING, the preparation, execution and delivery of all documentation necessary to carry out the foregoing in form and substance acceptable to the Deputy Executive Director of Real Estate and General Counsel.

FURTHER RESOLVING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, and Ms. Buckley.

One (1) abstention: Ms. Maynard.



Mr. Harmon presented "Item I(c) - Approval of Grant Agreement (\$500,000) with the Philadelphia Housing Authority" in substance consistent with the attached Fact Sheet hereto.

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2022-03

RESOLUTION AUTHORIZING THE APPROVAL OF A GRANT IN AN AMOUNT NOT TO EXCEED \$500,000 TO THE PHILADELPHIA HOUSING AUTHORITY FOR THE PURPOSES OUTLINED IN THE CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT AGREEMENT

BE IT RESOLVED, by the Philadelphia Redevelopment Authority ("Authority"), that authorization is hereby given to enter into a Grant Agreement with the Philadelphia Housing Authority ("PHA") wherein the Authority will grant funds in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) to PHA to be used by PHA for the purposes outlined in the Choice Neighborhoods Implementation Grant Agreement (Grant Number PA3A518CNG113) dated December 17, 2014 (the "Choice Grant Agreement"), to be utilized solely to assist in the creation of homeownership opportunities for (i) low-income residents of public and/or assisted housing residents of the North Central Neighborhood (as defined in the Choice Grant Agreement) and (ii) former residents of the Norris Apartments housing developments, and (iii) to low-income residents of public and/or assisted housing residents in the City of Philadelphia ("City"), and (iv) other low-income people in the City.

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, Ms. Buckley, and Ms. Maynard.



Mr. Lawrence presented "Item I(d) – Conveyance of Title of City Properties Through the Philadelphia Redevelopment Authority to the Philadelphia Land Bank" in substance consistent with the attached Fact Sheet hereto.

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2022-04

RESOLUTION AUTHORIZING THE ACCEPTANCE OF TITLE FROM THE CITY OF PHILADELPHIA TO VARIOUS PROPERTIES AND CONVEYANCE OF SUCH PROPERTIES BY THE PHILADELPHIA REDEVELOPMENT AUTHORITY TO THE PHILADELPHIA LAND BANK

WHEREAS, Act 153 of 2012, 68 Pa. C.S.A. § 2101, *et seq.* (the "Land Bank Act") authorized the City of Philadelphia ("City") to create a land bank in accordance with the Land Bank Act; and

WHEREAS, the City, in Bill No. 130156-A (approved December 18, 2013), authorized the creation of the Philadelphia Land Bank and provided for its appointment, powers and duties; and

WHEREAS, Section 16-705 of the Philadelphia Code authorizes the City's Commissioner of Public Property to convey real property to the Philadelphia Redevelopment Authority ("Authority"), without consideration, for subsequent transfer to the Philadelphia Land Bank; and

WHEREAS, under Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), a redevelopment authority, with the consent of the local governing body and without a redevelopment contract, may convey title to certain redevelopment authority property to a land bank; and

WHEREAS, the properties identified on Exhibit "A" to this Resolution have been deemed surplus property by the City and the transfer of such properties to the Authority for subsequent transfer to the Philadelphia Land Bank will promote the public purposes for which the City created the Philadelphia Land Bank.

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority, that authorization is hereby given to the Philadelphia Redevelopment Authority to accept title from the City of Philadelphia to those properties identified on Exhibit "A," hereto, and for the conveyance and preparation, execution, acknowledgment and delivery of deeds to the Philadelphia Land Bank, without consideration, pursuant to Section 2109 of the Land Bank Act, 68 Pa. C.S.A. §2109(d)(3), and Chapter 16-700 of the Philadelphia Code.

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

EXHIBIT "A"

1st Council District Properties

731 Mercy Street

2nd Council District Properties

1537 S. Lambert Street
1514 S. Opal Street
1520 S. Opal Street
3036 Titan Street
2008 Wilder Street
1306 S. 28th Street

3rd Council District Properties

3851 Aspen Street
3855 Aspen Street
3732 Haverford Avenue
3825 Fairmount Avenue
3605 Melon Street
3607 Melon Street
3832 Melon Street
3858 Mount Vernon Street
614 N. Shedwick Street
3832 Wallace Street
3830 Wallace Street
708 N. 34th Street
709 N. 35th Street
676 N. 36th Street
681 N. 37th Street
740 N. 38th Street
747 N 39th Street

5th Council District Properties

1403 N. 17th Street
1409 N. 17th Street

1412 N. 17th Street
1415 N. 17th Street
1416 N. 17th Street
1421 N. 17th Street
1435 N. 17th Street
1441 N. 17th Street
1624 Jefferson Street

8th Council District Properties

4635 Germantown Avenue

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, Ms. Buckley, and Ms. Maynard.



Mr. Lawrence presented "Item I(e) – Conveyance of Title of Philadelphia Redevelopment Authority Properties to the Philadelphia Land Bank" in substance consistent with the attached Fact Sheet hereto.

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2022-05

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTIES OWNED BY THE PHILADELPHIA REDEVELOPMENT AUTHORITY TO THE PHILADELPHIA LAND BANK

WHEREAS, Act 153 of 2012, 68 Pa. C.S.A. § 2101, *et seq.* (the "Land Bank Act") authorized the City of Philadelphia ("City") to create a land bank in accordance with the Land Bank Act; and

WHEREAS, the City, in Bill No. 130156-A (approved December 18, 2013), authorized the creation of the Philadelphia Land Bank and provided for its appointment, powers and duties; and

WHEREAS, under Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), a redevelopment authority, with the consent of the local governing body and without a redevelopment contract, may convey title to certain redevelopment authority property to a land bank; and

WHEREAS, the properties identified on Exhibit "A" to this Resolution which are owned by the Philadelphia Redevelopment Authority ("Authority") qualify for transfer from the Authority to the Philadelphia Land Bank as provided by Section 2109 of the Land Bank Act; and

WHEREAS, the transfer of the properties identified on Exhibit "A" to this Resolution to the Philadelphia Land Bank will promote the public purposes for which the City created the Philadelphia Land Bank;

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority, that authorization is hereby given to the Philadelphia Redevelopment Authority to convey title to those properties identified on Exhibit "A" hereto to the Philadelphia Land Bank, and for the preparation, execution, acknowledgment and delivery of deeds to the Philadelphia Land Bank, without consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), and to obtain the appropriate councilmanic action.

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

EXHIBIT "A"

2nd Council District Properties

2609-27 Sears Street
3014-26 Wharton Street
1308 S. 26th Street
1310 S. 26th Street
1312 S. 26th Street
1314 S. 26th Street

3rd Council District Properties

3713 Brandywine Street
3835 Brandywine Street
3842 Olive Street
3841 Melon Street
616 N. Shedwick Street
708 N. Shedwick Street
710 N. Shedwick Street
714 N. Shedwick Street
3405 Wallace Street

682 N. 33rd Street
705 N. 35th Street
705 N. 35th Street

5th Council District Properties

1900 Monument Street
1902 Monument Street
1620 N. Sydenham Street
1622 N. Sydenham Street
1624 N. Sydenham Street
1801 N. 31st Street
1802-10 N. 31st Street
1819 N. 31st Street
1821 N. 31st Street
1825 N.31st Street
1827-37 N. 31st Street
1841-43 N. 31st Street

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, Ms. Buckley, and Ms. Maynard.



Mr. Rodriguez asked Ms. Fadullon to address the Board. Ms. Fadullon invited Mr. Rodriguez to speak. Mr. Rodriguez stated the next two (2) items that are being presented to the Board seek authorization for the issuance of Certificates of Completion for the respective projects. Mr. Rodriguez wanted to call the Board members attention to these items because both were resolved by the Board for disposition respectively in 2015 and 2016.

Mr. Rodriguez stated that as the items are presented, you will see that there were issues involving economic opportunity levels and monitoring as well as construction and design changes. Mr. Rodriguez stated he want to inform the Board that Land Management and PRA are operating differently and have implemented compliance measures and increased our level of coordination with the compliance unit responsible for monitoring Economic Opportunity Plans ("EOP") and goals. Mr. Rodriguez stated staff monitors projects more closely in an effort to prevent these types of issues from having to come back to the Board for approval. Mr. Rodriquez explained that these issues have been addressed going forward but that staff is trying to clean up some older projects.

Mr. Rodriguez stated that new procedures were implemented in 2019 to address these concerns and avoid future issues with compliance and that staff has been very active in monitoring projects and addressing developers when they fall short of EOP goals and make construction and design changes.

DEVELOPMENT

Mr. Lawrence presented "Item II(a) – Certificate of Completion for 45 S. 44th Street" in substance consistent with the attached Fact Sheet hereto.

Additional Comments and Discussion

Ms. Fadullon stated is glad to hear staff is taking very intentional steps so that this issue can be avoided moving forward. The Board has been doing this cleanup for awhile and has been difficult for the Board to approve these Certificates of Completion when developers do not meet compliance, particularly on EOP goals.

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2021-06

RESOLUTION AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF COMPLETION FOR 46 S. 44TH STREET, LOCATED IN THE 45TH AND SANSOM REDEVELOPMENT AREA, 45TH AND SANSOM URBAN RENEWAL AREA

WHEREAS, the Philadelphia Redevelopment Authority ("Authority") entered into a Redevelopment Agreement (the "Redevelopment Agreement") with 4644 South L.P. ("Developer"), dated November 24, 2015, for the development of 46 S. 44th Street (the "Property");

WHEREAS, the Property has been developed in accordance with the Redevelopment Area Plan for the 45th and Sansom Redevelopment Area and the Urban Renewal Plan for the 45th and Sansom Urban Renewal Area; however, the Developer has changed the scope of the project from a three (3) story building with three (3) two-bedroom units to a four (4) story building with four (4) two-bedroom units, pilot house and exterior material change;

WHEREAS, the Developer has failed to meet its Economic Opportunity Plan ("EOP") goals and Authority staff further believes the Developer failed to make a best faith effort to achieve the EOP goals;

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that the Deputy Executive Director of Real Estate is hereby authorized to issue a Certificate of Completion certifying the completion of development at 46 S. 44th Street, subject to the following conditions/penalties:

1. Require the repayment of an administrative fee in the amount of Five Hundred Fifty Dollars (\$550.00), which is 1% of the purchase price as set forth in the Redevelopment Agreement.

2. Approval of revised plans and payment of an unauthorized plan change fee in the amount of Twenty Thousand Three Hundred Seventy-Seven Dollars and Fifty Cents (\$20,377.50), which represents 5% of the total construction costs as remitted by the Developer's notarized construction affidavit.

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, Ms. Buckley, and Ms. Maynard.



Mr. Lawrence presented "Item II(b) – Certification of Completion for 2476 Jasper Street and 2478 Jasper Street" in substance consistent with the attached Fact Sheet hereto

Board Action

Ms. Fadullon called for a motion on the resolution. Upon motion made and duly seconded, the resolution was approved as follows:

RESOLUTION NO. 2022-07

RESOLUTION APPROVING THE ISSUANCE OF A CERTIFICATE OF COMPLETION FOR 2476 JASPER STREET AND 2478 JASPER STREET

WHEREAS, pursuant to Resolution No. 2016-101, adopted by the Philadelphia Redevelopment Authority ("Authority") Board on September 14, 2016, the Authority entered into a Redevelopment Agreement dated July 21, 2016 ("Redevelopment Agreement") with Blue Truck Enterprises LLC ("Redeveloper") for the development of 2476 Jasper Street and 2478 Jasper Street (collectively, the "Properties");

WHEREAS, the Redeveloper purchased the Properties for One Hundred Fourteen Thousand Dollars (\$114,000.00);

WHEREAS, the Philadelphia Redevelopment Authority conveyed the Properties to Redeveloper by Deed dated on January 27, 2017;

WHEREAS, the Redeveloper then developed the Properties as two (2) single-family homes and sold 2476 Jasper Street in June, 2018, and sold 2478 Jasper Street in December, 2017;

WHEREAS, based on Authority records, there was no pre-construction meeting to initiate an Economic Opportunity Plan;

WHEREAS, to date, 2478 Jasper Street has been sold by its original homebuyer and 2476 Jasper Street is in the process of being sold by its original homebuyer and the title company has now requested a Certificate of Completion for the Properties; and

WHEREAS, the Properties have been developed into residential and related use in accordance with the development obligations set forth in the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that the Deputy Executive Director of Real Estate is hereby authorized to issue a Certificate of Completion certifying the completion of the development of the properties located at 2476 Jasper Street and 2478 Jasper Street in accordance with the Redevelopment Agreement and the attached Fact Sheet.

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

FURTHER RESOLVING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

Voting for the foregoing resolution: Ms. Fadullon, Mr. Cuorato, Ms. Buckley, and Ms. Maynard.



OLD BUSINESS

Ms. Fadullon stated before the Board opens up the public comment portion, Ms. Fadullon stated that she believed there are many people to speak on 13th and Bainbridge project. Ms. Fadullon stated the Board is not going to entertain public comment on this project at this time because it is not before the Board today. There will be plenty of opportunity for comment on this project when it is again presented and, at such time, the Board will hear from the public. Ms. Fadullon further stated that several emails and letters were received from the public expressing their opinions on this project. These documents have been forwarded to the appropriate personnel and will be included in the record when 13th & Bainbridge project comes back before the Board.

Ms. Fadullon asked if there is anyone interested to approach the Board about other issues than 13th & Bainbridge. Ms. Fadullon recognized Ms. Haskins and invited her to speak. Ms. Haskins thanked the members of the Board and stated that the community appreciates what the Board has done to date in regard to the Germantown "Y". Ms. Haskins stated the community is working hard and is focused on allowing and helping the community to get engaged in what they want to see with respect to this project. Ms. Haskins further stated that the Board will be hearing from the community on this project.

Ms. Haskins stated that, in the meantime, the community would like to know the history regarding the prior proposed project. Ms. Haskins asked whether there was a process other than through the Right-to-Know Law ("RTKL") to obtain the files for the Germantown "Y" project. Mr. Harmon replied that this would have to be done through the RTKL process and we would have to review the documents to determine whether there is any proprietary or other confidential information that is exempted from the RTKL, all of which can take significant staff time. Mr. Harmon informed Ms. Haskins that she can submit the request to him and staff will process as soon as possible. Mr. Harmon stated there were numerous employees involved in this project and several employees have since left the Authority, so it will take time to assemble those documents. Mr. Harmon further stated that the more specific requests are, the quicker the responses can be turned around. Ms. Haskins responded that she understands.

Ms. Haskins then stated that the community would like to understand the PRA's process for issuing Requests for Proposals ("RFPs") for projects and how responses to RFPs are evaluated. Ms. Haskins asked if the process is published anywhere. Ms. Haskins stated that this information will help the community understand the process.

Mr. Harmon responded that he would answer what he could and asked Mr. Rodriguez to add if necessary. Mr. Harmon stated the best way to start would be to review the City's Land Disposition Policy, which is posted on the website and is probably the document most applicable to the actual process. Mr. Harmon stated that the City's Land Disposition Policy gives the general overview as to how properties are disposed of and how responses to RFPs are processed.

Mr. Rodriguez stated that the website has the Land Disposition Policy that has been adopted by the PRA as well as the Philadelphia Land Bank, which Land Disposition Policy is a uniform format providing the process and requirements for both agencies when disposing any public land, which includes City-owned land disposed through the PRA and the Land Bank. Mr. Rodriguez stated there are generally two (2) ways for disposing land which are explained in detail - a competitive format, which involves the issuance of an RFP, and a non-competitive process.

Mr. Rodriguez stated that if Ms. Haskin's had any specific questions, she can reach out to staff and we will try to answer them. Mr. Rodriguez also stated that staff would be more than willing to schedule a meeting to further discuss the process in more detail. Ms. Haskins thanked Mr. Rodriguez.

Ms. Fadullon recognized and invited Ms. Weiss to speak. Ms. Weiss informed the Board that she wants to follow-up on the Lower Germantown properties community meeting. Ms. Weiss stated the community meeting did not take place. Ms. Weiss asked if the community meeting is back on track

and when it would take place. Mr. Rodriguez stated that there has been no delay – staff was finalizing the procurement and contracting process with the Maple Company. Mr. Rodriguez stated that the Maple Company is going through their process, are doing a first-tier outreach and have been working on this project. Mr. Rodriguez stated that he anticipates that the Maple Company will begin to reach out to various community organizations and residents beginning at some point in February, 2022. Mr. Rodriguez further stated that once the meeting dates are determined, they will be posted on the website.

Ms. Fadullon stated that she anticipates that the first public meeting will happen sometime in February. Ms. Fadullon stated that there will be significant notice to the community. Ms. Weiss responded that she hopes that the Maple Company will include the community organizations as a mechanism to help notify residents of the community.

Ms. Fadullon informed her fellow Board members, staff and public this is her last meeting as the Authority's chair. Ms. Fadullon stated she has been doing this for the last six (6) years and has enjoyed her time. Ms. Fadullon stated the Board has broached a lot of important issues and has completed a lot of important work. Ms. Fadullon stated that she has enjoyed serving with her fellow Board members.

Ms. Fadullon stated that she wants to be clear that she is stepping down for timing reasons. Ms. Fadullon stated she oversees various City agencies and departments along with serving on or chairing fourteen (14) public board and commissions, which is very time intensive.

Ms. Fadullon stated that Mr. Thomas will be appointed to the PRA Board as her replacement and will be the new Chair. Ms. Fadullon stated that there is not a more qualified person take over the Board. Mr. Thomas appointment will begin in February 2022.



NEW BUSINESS

Ms. Fadullon inquired if there was any new business for the Board. No new business was presented to the Board.



ADJOURNMENT

There being no further business to come before the Board, Ms. Fadullon declared the meeting adjourned at 4:38 P.M.

SECRETARY TO THE BOARD

**[PUBLIC ATTENDANCE LIST AND TRANSCRIPT OF QUESTIONS AND
RESPONSES THERETO, IF ANY, ARE ATTACHED ON FOLLOWING PAGE]**

PRA Board Attendance of January 12, 2022

Attended	User Name (Original Name)	Email
Yes	Jason Templet	jtemplet31@gmail.com
Yes	Jason Templet	jtemplet31@gmail.com
Yes	jamila.davis	jamila.davis@phila.gov
Yes	Brent Howard	brent.howard@katapult.com
Yes	Roderick Ward	rward21@hotmail.com
Yes	Oluwafemi Adetiba	oadetiba@gmail.com
Yes	Todd Hestand# PHDC	todd.hestand@phdc.phila.gov
Yes	Raina Poonam (she/her)	rsatija227@gmail.com
Yes	Erin Jay	erin@flynmedia.com
Yes	Jayme	bermudezjayme@yahoo.com
Yes	Deborah Willis	willis80@verizon.net
Yes	Guy Sheets# BSTI	gsheets@bstiweb.com
Yes	Nicole Hostettler	tum94693@temple.edu
Yes	Megan McCoy (she/her)	mmccoy@centerinthepark.org
Yes	12158435555	
Yes	Trang Balchunas	trang.balchunas@gmail.com
Yes	Eric balchunas	ebalchunas@gmail.com
Yes	Turtlebug	play@turtlebug.org
Yes	Sophia Fox	sophia.fox@qcausa.com
Yes	Beatrice	brsmith1@hotmail.com
Yes	Beatrice	brsmith1@hotmail.com
Yes	Hawthorne Neighborhood	info@hecphila.org
Yes	Tim Fisher	timothycfisher@gmail.com
Yes	Julie Stapleton Carroll	tug14154@temple.edu
Yes	Vivek Allada	vallada1@comcast.net
Yes	Ashish Patil	apatil121@gmail.com
Yes	Ashish Patil	apatil121@gmail.com
Yes	yvonne haskins	yvonne.haskins1@gmail.com
Yes	Michael Wilkins	mikewilkinsjr@gmail.com
Yes	Tom Copestick	tomdevonmorgan@hotmail.com
Yes	Michelle Lewis	mlewis@nwcsinc.org
Yes	Michelle Lewis	mlewis@nwcsinc.org
Yes	Bryon	bryonblue@yahoo.com
Yes	Erin DelBaggio	erindelbaggio@gmail.com
Yes	Richard Dickson	rdallasjr@comcast.net
Yes	12158435555	

PRA Board Meeting of January 12, 2022 - Q & A

#	Question	Asker Name	Asker Email	Answer(s)
1	I will like to make comment for the lot on 13th and Bainbridge st	Hawthorne Neighborhood	info@hecphila.org	Good evening, that matter is not on today's agenda. The Board Chair will address and/or take comments when we com to the old business portion of the agenda
2	I thought the vote on 13th st was today? That was the indication from December's meeting	Michael Wilkins	mikewilkinsjr@gmail.com	The Board tabled the item until the Developer has address the items raised at the December Board meeting. The disposition will not be brought back to the Board for consideration until they
3	How does the public comment if the chat is disabled?	Raina Poonam (she/her)	rsatija227@gmail.com	Public comment can be made on agenda items. If an item is not on the agenda it would be addressed in eithe Old or New Business at the end of the regular agenda
4	I'm unable to chat, so i'm asking how comment from public can happen if public cannot chat	Raina Poonam (she/her)	rsatija227@gmail.com	I believe you can click on "raise hand" and you will be called on to speak when appropriate. Thank you.
5	Apologies, had to step away for a moment. Will there be additional discussion around 13th st during old business at the end of the agenda? Related: Is there a deadline for the developer to respond to concerns raised by the community?	Michael Wilkins	mikewilkinsjr@gmail.com	We will not be taking comments or questions about 13th & Bainbridge at this meeting. Comments that have been sent in will be documented and included when 13th & Bainbridge comes back to the agenda. Staff is currently working with the developer to address the concerns of the community



BOARD FACTSHEET

Meeting of January 12, 2022

Appointment of the Board of Directors of RT HeadHouse
Development Corporation

ENTITY: RT HeadHouse Development Corporation

Nature of Transaction: Authorization to appoint the following five (5) individuals to serve on the board of directors of RT HeadHouse Development Corporation for a term of one (1) year beginning February 10, 2022, or until the appointment is terminated by the Philadelphia Redevelopment Authority (the "Authority") Board:

Ryan Ambrose
David Thomas
Darren Williams
Alberta Benn
Mathen Pullukattu

PROJECT INFORMATION: 12th and Market HeadHouse Condominium (Reading Terminal HeadHouse)

Address: 1113-31 Market Street, 1113-A-31 Market Street and 1112-40 Filbert Street

COMMENTS OR OTHER CONDITIONS:

HeadHouse Retail Associates, L.P. ("HeadHouse Retail"), a Pennsylvania limited partnership created by the Authority, is the owner of Units #2 and #3 in the 12th and Market HeadHouse Condominium. RT HeadHouse Development Corporation, of which the Authority is the sole shareholder, is the general partner of HeadHouse Retail and is responsible for the overall management and control of HeadHouse Retail.

Proposed Resolution is attached.



BOARD FACTSHEET

Meeting of January 12, 2022

Third Amendment to Cooperation Agreement – City of Philadelphia, acting through its Department of Public Property
400 N. Broad Street

NAME OF DEVELOPER/APPLICANT: City of Philadelphia, acting through its Department of Public Property (the "**City**")

Nature of Transaction: Approval of Third Amendment to Cooperation Agreement between the Philadelphia Redevelopment Authority ("**PRA**") and the City to extend the term of the Cooperation Agreement, as previously amended, for an additional twelve (12) months, effective as of October 16, 2021.

BACKGROUND:

The properties located at 400 N. Broad Street (the "**Broad Street Property**") and 1501 Callowhill Street (the "**Callowhill Street Property**") (the Broad Street Parcel and the Callowhill Street Parcel, together, the "**Properties**") are being developed by 400 North Broad Partners, L.P. ("**Landlord**") and will be delivered as a turnkey project for the City to occupy. The Broad Street Property contains approximately 468,234 rentable square feet which is anticipated to be developed for use by the Philadelphia Police Department, with various operational, administrative and accessory offices including, but not limited to, the City morgue and toxicology lab, and City Fire Department offices including the City Fire Command Center. The Callowhill Street Property is currently striped for 590 standard automobile parking stalls and will continue to be used for parking. Landlord will be performing the rehabilitation/development of the Properties at the direction of the City (herein, the "**Project**")

Per Resolution No. 2017-57, adopted by the PRA on August 9, 2017, the PRA entered into a Cooperation Agreement with the City authorizing the PRA to act as agent for the City with respect to securing a consultant to represent the City with the oversight, analysis and monitoring of Project construction and perform other services with respect to the Project as detailed in the Cooperation Agreement (collectively, the "**Services**").

Per Resolution 2018-01, adopted by the PRA on January 10, 2018, the PRA and the City previously entered into a First Amendment to Cooperation Agreement (the "**First Amendment**") dated October 15, 2018, wherein the PRA and the City agreed to expand the scope of services to be performed by the PRA on behalf of or as agent for the City under the Cooperation Agreement.

The PRA and the City previously entered into a Second Amendment to Cooperation Agreement (the "**Second Amendment**") dated August 4, 2020, made effective October 17, 2018, wherein the PRA and City agreed to mutually exercise the Renewal Terms as set forth in Paragraph 2.1 of the Cooperation Agreement, as previously amended, such that the term of the Cooperation Agreement as provided in Paragraph 2.1 of the Cooperation Agreement, as previously amended, was extended to October 16, 2021 (herein, the "**Term**").

REQUEST:

The PRA and the City would like to again amend the Cooperation Agreement, as previously amended by the First Amendment and Second Amendment, to extend the Term for an additional twelve (12) months, effective as of October 16, 2021.

The PRA will continue to perform all Services as defined in the Cooperation Agreement, as previously amended, and the City will continue to be responsible for payment of all costs incurred by the PRA under the Cooperation Agreement, as previously amended, and the City will continue to pay the PRA a fixed administrative fee of eight percent (8%) of all costs incurred for its services.

Proposed Resolution attached.

Prepared by: Ryan Harmon



BOARD FACTSHEET

Meeting of January 12, 2022

Approval of Grant Agreement (\$500,000) with the

Philadelphia Housing Authority

NAME OF SPONSOR/DEVELOPER: Philadelphia Housing Authority ("**PHA**")

NATURE OF TRANSACTION: Authorization for the Philadelphia Redevelopment Authority ("**PRA**") to enter into a Grant Agreement with PHA wherein PRA shall provide a grant to PHA in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) (the "**Grant Funds**").

The Grant Proceeds shall be used by PHA for the purposes outlined in the Choice Neighborhoods Implementation Grant Agreement (Grant Number PA3A518CNG113) dated December 17, 2014 (the "**Choice Grant Agreement**"), to be utilized solely to assist in the creation of homeownership opportunities for (i) low-income residents of public and/or assisted housing residents of the North Central Neighborhood (as defined in the Choice Grant Agreement) and (ii) former residents of the Norris Apartments housing developments, and (iii) to low-income residents of public and/or assisted housing residents in the City of Philadelphia ("**City**"), and (iv) other low-income people in the City.

COMMENTS OR OTHER CONDITIONS:

The source of the Grant Funds is PRA working capital.

Proposed Resolution is attached.

Prepared by: Ryan Harmon



BOARD FACTSHEET

Meeting of January 12, 2022

Conveyance of Title of City Properties through Philadelphia Redevelopment Authority to Philadelphia Land Bank

Nature of Transaction: The Philadelphia Redevelopment Authority ("PRA") will facilitate the conveyance of title of properties owned by the City of Philadelphia ("City") to the Philadelphia Land Bank.

- The conveyance of these properties will be for the disposition, reuse, and management by the Philadelphia Land Bank.
- The City properties listed below were approved for the conveyance to the Philadelphia Land Bank in collaboration with the 1st Council District, 2nd Council District, 3rd Council District, 5th Council District and 8th Council District.

PROPERTY INFORMATION:

The City properties attached hereto as Exhibit "A" will be conveyed to the Land Bank without consideration through the PRA, pursuant to Section 2109 of the Land Bank Act, 68 Pa. C.S.A. §2109(d)(3), and Chapter 16-700 of The Philadelphia Code.

Prepared by: Mathen Pullukattu, Senior Development Specialist
Reviewed by: Jessie Lawrence, Director of Real Estate

EXHIBIT "A"

1st Council District Properties

731 Mercy Street

2nd Council District Properties

1537 S. Lambert Street

1514 S. Opal Street

1520 S. Opal Street

3036 Titan Street

2008 Wilder Street

1306 S. 28th Street

3rd Council District Properties

3851 Aspen Street

3855 Aspen Street

3732 Haverford Avenue

3825 Fairmount Avenue

3605 Melon Street

3607 Melon Street

3832 Melon Street

3858 Mount Vernon Street

614 N. Shedwick Street

3832 Wallace Street

3830 Wallace Street

708 N. 34th Street

709 N. 35th Street

676 N. 36th Street

681 N. 37th Street

740 N.. 38th Street

747 N 39th Street

5th Council District Properties

1403 N. 17th Street

1409 N. 17th Street

1412 N. 17th Street

1415 N. 17th Street

1416 N. 17th Street

1421 N. 17th Street

1435 N. 17th Street

1441 N. 17th Street

1624 Jefferson Street

8th Council District Properties

4635 Germantown Avenue



BOARD FACTSHEET

Meeting of January 12, 2022

Conveyance of PRA Properties to Philadelphia Land Bank

Nature of Transaction: The Philadelphia Redevelopment Authority (the "PRA") will facilitate the conveyance of title of these properties owned by the PRA to the Philadelphia Land Bank:

- The conveyance of these properties will be for the disposition, reuse, and management by the Philadelphia Land Bank.
- The PRA properties listed below were approved for conveyance to the Philadelphia Land Bank in collaboration with the 2nd Council District, 3rd Council District, and 5th Council District Office.

PROPERTY INFORMATION:

PRA Conveyance: The PRA properties attached hereto as Exhibit "A" will be conveyed to the Philadelphia Land Bank without consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3).

Prepared by: Brian Romano, Project Manager II
Reviewed by: Jessie Lawrence, Director of Real Estate

EXHIBIT "A"

2nd Council District Properties

2609-27 Sears Street
3014-26 Wharton Street
1308 S. 26th Street
1310 S. 26th Street
1312 S. 26th Street
1314 S. 26th Street

3rd Council District Properties

3713 Brandywine Street
3835 Brandywine Street
3842 Olive Street
3841 Melon Street
616 N. Shedwick Street
708 N. Shedwick Street
710 N. Shedwick Street
714 N. Shedwick Street
3405 Wallace Street
682 N. 33rd Street
705 N. 35th Street
705 N. 35th Street

5th Council District Properties

1900 Monument Street
1902 Monument Street
1620 N. Sydenham Street
1622 N. Sydenham Street
1624 N. Sydenham Street
1801 N. 31st Street
1802-10 N. 31st Street
1819 N. 31st Street
1821 N. 31st Street
1825 N. 31st Street
1827-37 N. 31st Street
1841-43 N. 31st Street

**BOARD FACTSHEET**

Meeting of January 12, 2022

Issuance of Certificate of Completion

46 S. 44th Street**NAME OF DEVELOPER/APPLICANT:** 4644 South, LP

NATURE OF TRANSACTION: The Board is asked to consider a Resolution authorizing the issuance of a Certificate of Completion for 46 S. 44th Street (the "Property").

BACKGROUND: By Resolution No. 2015-130 adopted on November 18, 2015, the Redevelopment Authority entered into a Redevelopment Agreement with 4644 South, LP ("Developer"), to construct the site into a three (3) story building with three (3) two-bedroom units of rental housing on each floor. The Developer purchased the property for Fifty-Five Thousand Dollars (\$55,000.00). Pertinent recording document is as follows:

- Redevelopment Agreement: June 3, 2016, Doc. ID No. 53065509
- Deed: June 3, 2016, Doc. ID No. 53065510

DEVELOPMENT BACKGROUND: Developer has requested a Certificate of Completion and submitted permitted building plans that were not previously approved by the PRA. The plans include material changes to the project, changing the scope of the project from a three (3) story building to a four (4) story building and increasing the unit count from three (3) two-bedroom units to four (4) two-bedroom units. The Developer also constructed a pilot house and changed the proposed exterior materials from brick and stucco to aluminum siding. The Developer has submitted a construction affidavit determining that total construction costs for the project were in the amount of Four Hundred and Seven Thousand Five Hundred and Fifty Dollars (\$407,550.00).

The Board selection also included the approval of an Economic Opportunity Plan ("EOP") with ranges of MBE – 15%, WBE – 10%. The Developer failed to meet its Economic Opportunity Plan (EOP) goals as confirmed by DHCD.

As the Developer has completed construction there is no opportunity to correct the situation as the Property has received its Certificate of Occupancy from the City of Philadelphia - Department of Licenses & Inspections.

Today the board is requested to authorize a resolution to enable the following:

1. Require the repayment of an administrative fee in the amount of Five Hundred Fifty Dollars (\$550.00) which is 1% of the purchase price as set forth in the Redevelopment Agreement.
2. Approval of revised plans and payment of an unauthorized plan change fee in the amount of Twenty Thousand Three Hundred Seventy-Seven Dollars and Fifty Cents (\$20,377.50) which represents 5% of the total construction costs as remitted by the Developer's notarized construction affidavit.

Legal Entity & Principal Partners (if applicable): 46 S. 44th Street

- Kaleidoscope LLC – Roderick Ward – 89%
- Partnership CDC – Steven Williams – 10%
- Gateway Living LLC – Roderick Ward – 1%

PROPERTY INFORMATION: 46 S. 44th Street

Description: 1,029 sq. ft. **Zoning:** CMX-4 **Use:** Residential

At the direction of the Council person, the sale of the Property was handled as a direct sale to the Developer and the disposition price was established through an independent appraisal.

FINANCING:

The Developer purchased the Property and provided documentation of available funds in an amount no less than the total project cost.

COMMENTS OR OTHER CONDITIONS:

The Developer is compliant with the City of Philadelphia Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved violation of City L&I codes. The Developer was new to the PRA, and therefore, no past performance has been recorded.

Proposed Resolution and supporting project information are attached (site map and photograph).

Prepared by: Tracy Pinson-Reviere, Project Manager II
Reviewed by: Jessie Lawrence, Director of Real Estate



BOARD FACTSHEET

Meeting of January 12, 2022

Certificate of Completion

2476 Jasper Street and 2478 Jasper Street

NAME OF DEVELOPER/APPLICANT: Blue Truck Enterprises LLC ("Redeveloper")

NATURE OF TRANSACTION: The Board is asked to authorize a Resolution authorizing the issuance of a Certificate of Completion for 2476 Jasper Street and 2478 Jasper Street (collectively, the "Properties") which were developed into two (2) single-family homes (the "Project").

BACKGROUND: By Resolution No. 2016-101, adopted on September 14, 2016, the Philadelphia Redevelopment Authority ("Authority") entered into a Redevelopment Agreement dated July 21, 2016 ("Redevelopment Agreement") with the Redeveloper and approved the construction of the Project. The Redeveloper purchased the Properties for One Hundred Fourteen Thousand Dollars (\$114,000.00). Pertinent recording document is as follows:

- Deed: Doc. ID No. 53169184
- Redevelopment Agreement: Doc. ID No. 53169185

The Authority conveyed the Properties to the Redeveloper in January, 2017. The Redeveloper then sold each unit on the Properties in December, 2017 and June, 2018. To date, 2478 Jasper Street has been sold by its original homebuyer and 2476 Jasper Street is in the process of being sold by its original homebuyer and the title company has now requested a Certificate of Completion. Based on Authority records, there was no pre-construction meeting to initiate an Economic Opportunity Plan (EOP) due to an oversight by Authority staff. Because of this, the department tasked with monitoring the EOP cannot sign off on the Project.

Should the Board approve this Certificate of Completion, the title company has been made aware that the following restrictions will not be released:

1. That no person shall be deprived of the right to live in the Premises or to use any of the facilities therein, by reason of race, creed, color or national origin.
2. That there shall be no discrimination in the use, sale or lease of any part of the Project against any person because of race, color, religion or national origin.

Proposed Resolution and supporting information are attached (site map and photographs).

Prepared by: Brian Romano
Reviewed by: Jessie Lawrence



BOARD FACTSHEET

Meeting of February 9, 2022

Conveyance of Title of City Properties through Philadelphia Redevelopment Authority to Philadelphia Land Bank

Nature of Transaction: The Philadelphia Redevelopment Authority ("PRA") will facilitate the conveyance of title of properties owned by the City of Philadelphia ("City") to the Philadelphia Land Bank.

- The conveyance of these properties will be for the disposition, reuse, and management by the Philadelphia Land Bank.
- The City properties listed below were approved for the conveyance to the Philadelphia Land Bank in collaboration with the 1st Council District and the 5th Council District.

PROPERTY INFORMATION:

The City properties attached hereto as Exhibit "A" will be conveyed to the Land Bank without consideration through the PRA, pursuant to Section 2109 of the Land Bank Act, 68 Pa. C.S.A. §2109(d)(3), and Chapter 16-700 of The Philadelphia Code.

Prepared by: Mathen Pullukattu
Reviewed by: Jessie Lawrence

EXHIBIT "A"

1st Council District Property

2022 E. Fletcher Street

5th Council District Properties

2453 N. Carlisle Street
1532 N. Marston Street
719 Montgomery Avenue
737 Montgomery Avenue
739 Montgomery Avenue
741 Montgomery Avenue
743 Montgomery Avenue
1433 N. Myrtlewood Street
1454 N. Myrtlewood Street
1428 N. Myrtlewood Street
1443 N. Myrtlewood Street
3013 W. York Street
3015 W. York Street
3108 W. York Street
2408 N. 31st Street
2410 N. 31st Street
2412 N. 31st Street

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ACCEPTANCE OF TITLE FROM THE CITY OF PHILADELPHIA TO VARIOUS PROPERTIES AND CONVEYANCE OF SUCH PROPERTIES BY THE PHILADELPHIA REDEVELOPMENT AUTHORITY TO THE PHILADELPHIA LAND BANK

WHEREAS, Act 153 of 2012, 68 Pa. C.S.A. § 2101, *et seq.* (the "Land Bank Act") authorized the City of Philadelphia ("City") to create a land bank in accordance with the Land Bank Act; and

WHEREAS, the City, in Bill No. 130156-A (approved December 18, 2013), authorized the creation of the Philadelphia Land Bank and provided for its appointment, powers and duties; and

WHEREAS, Section 16-705 of the Philadelphia Code authorizes the City's Commissioner of Public Property to convey real property to the Philadelphia Redevelopment Authority ("Authority"), without consideration, for subsequent transfer to the Philadelphia Land Bank; and

WHEREAS, under Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), a redevelopment authority, with the consent of the local governing body and without a redevelopment contract, may convey title to certain redevelopment authority property to a land bank; and

WHEREAS, the properties identified on Exhibit "A" to this Resolution have been deemed surplus property by the City and the transfer of such properties to the Authority for subsequent transfer to the Philadelphia Land Bank will promote the public purposes for which the City created the Philadelphia Land Bank.

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority, that authorization is hereby given to the Philadelphia Redevelopment Authority to accept title from the City of Philadelphia to those properties identified on Exhibit "A," hereto, and for the conveyance and preparation, execution, acknowledgment and delivery of deeds to the Philadelphia Land Bank, without consideration, pursuant to Section 2109 of the Land Bank Act, 68 Pa. C.S.A. §2109(d)(3), and Chapter 16-700 of the Philadelphia Code.

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

EXHIBIT "A"

1st Council District Property

2022 E. Fletcher Street

5th Council District Properties

2453 N. Carlisle Street

1532 N. Marston Street

719 Montgomery Avenue

737 Montgomery Avenue

739 Montgomery Avenue

741 Montgomery Avenue

743 Montgomery Avenue

1433 N. Myrtlewood Street

1454 N. Myrtlewood Street

1428 N. Myrtlewood Street

1443 N. Myrtlewood Street

3013 W. York Street

3015 W. York Street

3108 W. York Street

2408 N. 31st Street

2410 N. 31st Street

2412 N. 31st Street



BOARD FACTSHEET

Meeting of February 9, 2022

Conveyance of PRA Property to Philadelphia Land Bank

Nature of Transaction: The Philadelphia Redevelopment Authority (the "PRA") will facilitate the conveyance of title of these properties owned by the PRA to the Philadelphia Land Bank:

- The conveyance of this property will be for the disposition, reuse, and management by the Philadelphia Land Bank.
- The PRA properties listed below were approved for conveyance to the Philadelphia Land Bank in collaboration with the 5th Council District Office.

PROPERTY INFORMATION:

PRA Conveyance: The PRA properties attached hereto as Exhibit "A" will be conveyed to the Philadelphia Land Bank without consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3).

EXHIBIT "A"

5th Council District Properties

1608 N. Bailey Street
1637 N. Bailey Street
1639 N. Bailey Street
1641 N. Bailey Street
1802 N. Franklin Street
1804 N. Franklin Street
1613 N. Marston Street
1003 Melon Street
2208 E. Norris Street
2704 W. York Street
2708 W. York Street
1411 N. 8th Street
1441 N. 8th Street
1445 N. 8th Street
1803 N. 8th Street
1600-16 N. 9th Street
1618-40 N. 9th Street
662 N. 10th Street
664 N. 10th Street
666 N. 10th Street
668 N. 10th Street
647-67 N. 10th Street
2342 N. 27th Street
2344 N. 27th Street
2346 N. 27th Street
2346 N. 27th Street
2348 N. 27th Street
1457 N. 30th Street

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTIES OWNED BY THE PHILADELPHIA REDEVELOPMENT AUTHORITY TO THE PHILADELPHIA LAND BANK

WHEREAS, Act 153 of 2012, 68 Pa. C.S.A. § 2101, *et seq.* (the "Land Bank Act") authorized the City of Philadelphia ("City") to create a land bank in accordance with the Land Bank Act; and

WHEREAS, the City, in Bill No. 130156-A (approved December 18, 2013), authorized the creation of the Philadelphia Land Bank and provided for its appointment, powers and duties; and

WHEREAS, under Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), a redevelopment authority, with the consent of the local governing body and without a redevelopment contract, may convey title to certain redevelopment authority property to a land bank; and

WHEREAS, the properties identified on Exhibit "A" to this Resolution which are owned by the Philadelphia Redevelopment Authority ("Authority") qualify for transfer from the Authority to the Philadelphia Land Bank as provided by Section 2109 of the Land Bank Act; and

WHEREAS, the transfer of the properties identified on Exhibit "A" to this Resolution to the Philadelphia Land Bank will promote the public purposes for which the City created the Philadelphia Land Bank;

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority, that authorization is hereby given to the Philadelphia Redevelopment Authority to convey title to those properties identified on Exhibit "A" hereto, to the Philadelphia Land Bank, and for the preparation, execution, acknowledgment and delivery of deeds to the Philadelphia Land Bank, without consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), and to obtain the appropriate council action.

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

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

EXHIBIT "A"

5th Council District Properties

1608 N. Bailey Street
1637 N. Bailey Street
1639 N. Bailey Street
1641 N. Bailey Street
1802 N. Franklin Street
1804 N. Franklin Street
1613 N. Marston Street
1003 Melon Street
2208 E. Norris Street
2704 W. York Street
2708 W. York Street
1411 N. 8th Street
1441 N. 8th Street
1445 N. 8th Street
1803 N. 8th Street
1600-16 N. 9th Street
1618-40 N. 9th Street
662 N. 10th Street
664 N. 10th Street
666 N. 10th Street
668 N. 10th Street
647-67 N. 10th Street
2342 N. 27th Street
2344 N. 27th Street
2346 N. 27th Street
2346 N. 27th Street
2348 N. 27th Street
1457 N. 30th Street



BOARD FACTSHEET

Board Meeting of February 9, 2022

Housing Preservation Loan Program

(i) Amendment to Resolution No. 2018-56, Adopted on July 11, 2018, (ii) Authorization to Enter Into an Agreement for Professional Services with Republic First Bank d/b/a Republic Bank, and (iii) Authorization to Enter Into Amendments to the Agreements for Professional Services with Univest Bank and Trust Co. and Clarifi

BACKGROUND: The program titled "*Restore, Repair, Renew: Philadelphia Neighborhood Home Preservation Loan Program*" (the "**Program**") is an initiative of the City of Philadelphia that is being administered by the Philadelphia Redevelopment Authority (the "**Authority**"). The Program is funded with proceeds from one or more bonds issued by the Authority as previously authorized by City Council Bill No. 170878, which was passed by City Council on November 30, 2017. The Program aims to increase access to low-interest loans for low-, moderate-, and middle-income City residents who own residential properties in need of Program specific repairs.

AGREEMENT FOR PROFESSIONAL SERVICES WITH REPUBLIC BANK: Based on a Request for Proposals issued by the Authority on December 26, 2017, the Authority sought responses from financial institutions to carry out the origination and servicing of loans under the Program. Authority staff selected Univest Bank and Trust Co. ("**Univest**") and FINANTA ("**FINANTA**").

Pursuant to Resolution No. 2018-56, adopted on July 11, 2018, the Board authorized, among other things, Agreements for Professional Services with Univest and FINANTA to (i) originate Program loans, (ii) assign or sell such loans to the Authority, and (iii) service the Program loans held by the Authority, among other things. The Authority pays the loan principal, plus an origination fee, a servicing fee, and third-party costs.

Pursuant to Resolution No. 2018-80, adopted on October 10, 2018 (which amended Resolution No. 2018-56 referenced above), the Board authorized, among other things, to extend the term of the Agreements for Professional Services with Univest and FINANTA from three (3) years with one (1) three (3)-year renewal term to a term of up to sixteen (16) years. This was due to the fact that, under the Program, Univest and FINANTA have six (6) years to originate Program loans and each Program loan will be for a term of ten (10) years.

FINANTA has terminated its Agreement for Professional Services with the Authority. Based on a Request for Proposals issued by the Authority on August 19, 2020, revised on September 1, 2020, the Authority sought responses from financial institutions to replace FINANTA to carry out the origination and servicing of loans under the Program. Authority staff selected Republic First Bank d/b/a Republic Bank ("**Republic Bank**" and together with "Univest", the "**Financial Institutions**").

The Financial Institutions are expected to, among other things, (i) originate Program loans, (ii) assign or sell such loans to the Authority, and (iii) service the Program loans held by the Authority. The Authority pays the loan principal, plus an origination fee, a servicing fee, and third-party costs. In the event of delinquency, the Financial Institutions are responsible for carrying out the Authority's preferred loss mitigation strategy.

Authority staff seeks authorization to enter into an Agreement for Professional Services with Republic Bank for a term not to exceed sixteen (16) years on the terms set forth in Resolution No. 2018-56, adopted on July 11, 2018, as amended by the proposed amendments to Resolution No. 2018-56 as outlined below and as provided in Exhibit "A," attached hereto.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH UNIVEST:

Authority staff seeks authorization to enter into an Amendment to the existing Agreement for Professional Services with Univest on the terms set forth in Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018 and as further amended by the proposed amendments to Resolution No. 2018-56 as outlined below and as provided in Exhibit "A," attached hereto.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH CLARIFI:

Based on a Request for Proposals issued by the Authority on April 10, 2018, the Authority sought proposals for program intermediaries to provide services including marketing, intake/homeowner review, financial counseling (and/or counseling referrals), and other forms of technical assistance to the homeowners participating in the Program. Authority staff selected three proposals of which Clarifi ("Clarifi") is the sole remaining program intermediary (the "**Program Intermediaries**"). Authority staff seeks authorization to enter into an Amendment to the existing Agreement for Professional Services with Clarifi on the terms set forth in Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018 and as further amended by the proposed amendments to Resolution No. 2018-56 as outlined below and as provided in Exhibit "A," attached hereto.

AMENDMENTS TO RESOLUTION NO. 2018-56: In the course of operating the Program, certain changes to the Program's guidelines became necessary, which

changes have been negotiated with the Financial Institutions and Clarifi. These changes now require an amendment to certain portions of Resolution No. 2018-56, adopted on July 11, 2018. Redlined provisions outlining the proposed deletions and additions to Resolution No. 2018-56, adopted on July 11, 2018, are attached hereto as Exhibit "A."

REQUEST: Based on the above terms and the specific modifications as provided in Exhibit "A," attached hereto, Authority staff seeks authorization from the Board to:

1. Amend Resolution No. 2018-56, adopted on July 11, 2018, pursuant to the revisions stated above and as provided in Exhibit "A," attached hereto. All other authorizations contained in Resolution No. 2018-56, adopted on July 11, 2018, shall remain unchanged and continue in full force and effect.
2. Negotiate, execute, and delivery of an Agreement for Professional Services by and between the Authority and Republic Bank for the origination and servicing of loans under the Program pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby.
3. Negotiate, execute and delivery of an Amendment to the existing Agreement for Professional Services with Univest, pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby.
4. Negotiate, execute and delivery of an Amendment to the existing Agreement for Professional Services with Clarifi, pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby.

Prepared by: Steve Cusano

Reviewed by: Ryan Harmon

EXHIBIT "A"

The portions below with a strikethrough represent a deletion, and the underlined portions represent an addition, to the text found in Resolution No. 2018-56:

- Authority staff proposes that the roles and responsibilities of the Financial Institutions in Resolution No. 2018-56 be amended as follows:
 1. Accept loan applications from homeowners (assisted by Program Intermediaries (as defined below);
 2. Manually underwrite loans and provide letters of ~~pre~~-approval to homeowners;
 3. Close loans with homeowners and assign or sell such loans to the Authority ~~directly following loan closing~~;
 4. Receive and send wired funds to and from the Authority;
 5. ~~Make progress payments to (for smaller projects a single lump-sum payment may be appropriate). Loan funds will be remitted directly from the~~ Financial Institutions will remit loan funds to the homeowner who will pay the contractor (unless the homeowner authorizes payment directly to the contractor) (rather than to the homeowner) based on an agreed-upon scope of work and progress schedule. All invoices will be reviewed and approved by the homeowner and Program Intermediaries. Depending on the scope of work, payment schedules may include an advance of up to 50% of the cost of the total contracted work~~two (2) progress payments~~.
 6. Service loans;
 7. ~~Perform~~ Coordinate inspections of the properties on which the loan funds are being used;
 8. Meet ~~monthly~~-reporting requirements as determined by the Authority; and
 9. Carry out the Authority's preferred loss mitigation strategy, if necessary.

- Authority staff proposes that the terms on which Financial Institutions make loans to eligible homeowners in Resolution No. 2018-56 be amended as follows:
 - *Loan Amount:* \$2,500 - ~~\$24,999~~50,000
 - *Interest Rate:* 3.00% fixed for the term of the loan;
 - *Minimum Credit Score:* 580
 - *Maximum Loan to Value (LTV):* 105% of post-rehab value —based on internal desk review valuation or a third-party appraisal if issues are identified with the desk review valuation ~~—may be based on internal desk review valuation or Broker Property Opinion ("BPO") of value~~
 - *Maximum Debt-to-Income (DTI):* 43%
 - *Collateral:* Secured up to second-position mortgage, but may be a third position on a case-by-case basis when borrower received financing from a public entity such as HUD or PHFA, among others
 - *Maximum Term:* Ten (10) years
 - *Underwriting:* Must be manual and ~~will~~ may be subject to adjustments based on the performance of the portfolio

- *Default:* In event of delinquency, Financial Institutions must continue to service the loan until the Authority's preferred loss mitigation strategy has been fully exhausted
- Authority staff proposes that the additional terms between the Authority and Financial Institutions in Resolution No. 2018-56 be amended as follows:
 - Agree to the assignment or purchase of each loan by the Authority immediately following origination;
 - Wire the appropriate Financial Institution the principal payment for each loan at such date agreed to by the Authority and the Financial Institution upon assignment or purchase of the loan closing or within fifteen (15) business days following closing;
 - Provide a one-time fee for origination to the respective Financial Institution in the amount of three hundred twenty-five dollars (\$~~32500~~.00) per closed loan;
 - Provide a monthly fee for servicing to the respective Financial Institution in the amount of Ten Dollars (\$10.00) per loan per month (\$10/loan/month);
 - Provide payment to Financial Institutions for the following necessary third-party costs whether the loan closes or not:
 - a one-time fee for valuation to the respective Financial Institution in the amount of one-Hundred Seventy-Five Dollars (\$~~75100~~.00);
 - a one-time fee for title search to the respective Financial Institution in the amount of One Hundred Fifty Dollars (\$150.00);
 - a one-time flood insurance fee in the amount of twelve dollars (\$12);
 - a one-time home valuation fee in the amount of thirteen dollars (\$13);
 - In cases where a full appraisal is necessary, a one-time appraisal fee of Four Hundred and Twenty-Five Dollars (\$425);
 - ~~two (2) third party inspections in the amount of Four Hundred Dollars (\$400.00) for each inspection per loan, with the allowance for an additional Four Hundred Dollars (\$400.00) per any additional inspections that may be required on larger home repair projects;~~
 - Provide a one-time recording fee to the respective Financial Institution pursuant to current county fee schedules (currently Two Hundred Twenty-Seven Dollars (\$227.00) in Philadelphia);
 - Provide a one-time credit report fee of Twenty-Five Dollars (\$25.00) to the respective Financial Institution;
 - The Financial Institution may not charge any other fees or passthrough any other costs to the homeowner.
- Authority staff proposes that compensation to the Project Intermediaries in Resolution No. 2018-56 be amended as follows:
- The Program with respect to Program Intermediaries is designed based on a fee for service model. The Program Intermediaries have agreed to a fee for services in the amount of One Thousand Five Hundred Dollars (\$1,500) per closed loan. Payment will be made by the Authority to the Program

Intermediaries on a quarterly basis. In addition, the Program Intermediaries will be provided the following:

- \$500 at one year following closing;
- \$600 per home assessment;
- \$400 per final assessment
- \$400 for any additional inspection (Authority approval required);
- \$350 loan readiness services for borrowers who may require additional assistance; and
- \$500 for Home Repair 101 workshops (not to exceed 24 in any calendar year unless receiving Authority approval).

RESOLUTION NO.

(Further Amending Resolution No. 2018-56, adopted on July 11, 2018)

RESOLUTION APPROVING: (1) AGREEMENT FOR PROFESSIONAL SERVICES WITH REPUBLIC FIRST BANK D/B/A REPUBLIC BANK, (2) AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH UNIVEST BANK AND TRUST CO., (3) AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH CLARIFI, AND (4) AMENDMENT TO RESOLUTION NO. 2018-56, ADOPTED ON JULY 11, 2018, WITH RESPECT TO THE AGREEMENTS FOR PROFESSIONAL SERVICES WITH FINANCIAL INSTITUTIONS UNDER THE PROGRAM TITLED "RESTORE, REPAIR, RENEW: PHILADELPHIA NEIGHBORHOOD HOME PRESERVATION LOAN PROGRAM"

WHEREAS, the program titled "*Restore, Repair, Renew: Philadelphia Neighborhood Home Preservation Loan Program*" (the "**Program**") is an initiative of the City of Philadelphia (the "**City**") that will be administered by the Philadelphia Redevelopment Authority (the "**Authority**");

WHEREAS, the Program will be funded with proceeds from one or more bonds issued by the Authority as previously authorized by City Council Bill No. 170878, which was passed by City Council on November 30, 2017 (the "**Program Ordinance**");

WHEREAS, pursuant to Resolution No. 2018-56, adopted on July 11, 2018, the Board authorized, among other things, Agreements for Professional Services with Univest Bank and Trust Co. ("**Univest**") and FINANTA ("**FINANTA**") to carry out origination and servicing of Program loans and Agreements for Professional Services with the Program Intermediaries of which Clarifi is the sole remaining Program Intermediary to provide technical assistance to the Program participants;

WHEREAS, FINANTA has terminated its Agreement for Professional Services with the Authority;

WHEREAS, based on a Request for Proposals issued by the Authority on August 19, 2020, revised on September 1, 2020, the Authority sought responses from financial institutions to replace FINANTA to carry out origination and servicing of Program loans;

WHEREAS, Authority staff selected Republic First Bank d/b/a Republic Bank ("**Republic Bank**") and together with "**Univest**", the "**Financial Institutions**") based on their responsiveness to the Request for Proposals and ability to carry out the goals of the Program;

WHEREAS, the Financial Institutions will, among other things, originate loans, and assign or sell such loans to the Authority and the Authority will pay the Financial institutions the loan principal, plus an origination fee and a servicing fee;

WHEREAS, the Financial Institutions will then become the servicer of the loans held by the Authority and, in the event of delinquency, the Financial Institutions will be responsible for carrying out the Authority's preferred loss mitigation strategy;

WHEREAS, in the course of operating the Program certain changes to the Program's guidelines and compensation became necessary, which changes have been negotiated with the Financial Institutions and Clarifi and these changes now require an amendment to certain portions of Resolution No. 2018-56, adopted on July 11, 2018;

WHEREAS, based on the above and the terms set forth in the attached Fact Sheet, Authority staff seeks authorization from the Board to:

1. Negotiate, execute, and deliver an Agreement for Professional Services by and between the Authority and Republic Bank for the origination and servicing of loans under the Program pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby.
2. Negotiate, execute and deliver an Amendment to the existing Agreement for Professional Services by and between the Authority and Univest, pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby.
3. Negotiate, execute and deliver an Amendment to the existing Agreement for Professional Services by and between the Authority and Clarifi, pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby.
4. Amend Resolution No. 2018-56, adopted on July 11, 2018, and the Board Fact Sheet accompanying such Resolution, pursuant to this Resolution and the attached Fact Sheet.

NOW THEREFORE, BE IT RESOLVED, BY THE PHILADELPHIA REDEVELOPMENT AUTHORITY, that:

1. Authority staff is authorized to negotiate, execute, and delivery a Professional Services Agreement by and between the Authority and Republic Bank for the origination and servicing of loans under the Program pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby; and
2. Authority staff is authorized to negotiate, execute and deliver an Amendment to the existing Agreement for Professional Services by and between the Authority and Univest, pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby; and

3. Authority staff is authorized to negotiate, execute and deliver an Amendment to the existing Agreement for Professional Services by and between the Authority and Clarifi, pursuant to the terms of Resolution No. 2018-56, adopted on July 11, 2018, as amended by Resolution No. 2018-80, adopted on October 10, 2018, and as further amended hereby; and
4. Resolution No. 2018-56, adopted on July 11, 2018, and the Board Fact Sheet accompanying such Resolution, is hereby amended to provide for the proposed changes to the Program's guidelines as outlined above and in the attached Fact Sheet; and
5. All other authorizations contained in Resolution No. 2018-56, adopted on July 11, 2018 as amended by Resolution No. 2018-80, adopted on October 10, 2018, shall remain unchanged and continue in full force and effect.

FURTHER AUTHORIZING, that the Deputy Executive Director of Real Estate is hereby authorized, empowered, and directed to perform any and all such acts and things, and to execute, acknowledge, deliver, file, or record in any appropriate public offices, all agreements, documents, instruments and certifications as may be necessary or desirable in connection with accomplishing the purpose of this Resolution.

FURTHER RESOLVING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to this Resolution necessary or desirable to carry out its purposes and intents.



BOARD FACTSHEET

Meeting of February 9, 2022

Gallery Mall Project

First Amendment to License Agreement with Keystone

Philadelphia Properties, L.P., for the Pedestrian Bridge Located
Between 10th and 11th Streets Above Filbert Street

NAME OF LICENSEE: Keystone Philadelphia Properties, L.P., a Pennsylvania limited partnership ("**Keystone**")

Nature of Transaction: Authorization for the Philadelphia Redevelopment Authority ("**Authority**") to enter into a First Amendment to License Agreement between the Authority and Keystone to extend the term of that certain License Agreement dated as of March 19, 2021, effective as of March 26, 2021 (the "**License Agreement**"), whereby Authority licensed to Keystone the use of that certain pedestrian bridge located between 10th and 11th Streets above Filbert Street (the "**Pedestrian Bridge**"). The current term of the License Agreement expires on March 26, 2022.

FIRST AMENDMENT TO LICENSE AGREEMENT:

Background: PR Gallery I Limited Partnership ("**PR Gallery I**"), as tenant, and the Authority, as landlord, entered into that certain Amended and Restated Lease and Redevelopment Agreement dated November 18, 2015, effective as of December 22, 2015, and recorded on December 23, 2015, in the Philadelphia Department of Records as Document No. 53003345 ("**Gallery I Lease**"), with respect to 833, 901 and 905 Market Street, Philadelphia, PA ("**Gallery I**").

Keystone, as tenant, and the Authority, as landlord, entered into that certain Amended and Restated Lease and Redevelopment Agreement dated November 18, 2015, effective as of December 22, 2015, and recorded on December 23, 2015, in the Philadelphia Department of Records as Document No. 53003346 ("**Gallery II Lease**"), with respect to 1001-1019 Market Street, Philadelphia, PA ("**Gallery II**").

Keystone, as tenant, and the Authority, as landlord, entered into that certain Amended and Restated Lease and Redevelopment Agreement dated November 18, 2015, effective as of December 22, 2015, and recorded on December 23, 2015, in the Philadelphia Department of Records as Document No. 53003347 ("**JCP Lease**"), with respect to 1025 Market Street, Philadelphia, PA ("**JCP Building**").

Gallery I, Gallery II and the JCP Building are collectively referred to herein as the "**Gallery Mall Premises.**" The Gallery I Lease, Gallery II Lease, and JCP

Building Lease are collectively referred to herein as the "**Gallery Leases.**"

On September 26, 2017, pursuant to Resolution No. 2017-64, adopted on September 13, 2017, the Authority and the Tenants entered into a First Amendment to Amended and Restated Lease and Redevelopment Agreement ("**First Amendment**") with respect to each of the Gallery Leases to modify the Gallery Leases to provide that, following the issuance of a Certificate of Completion (as defined in the Gallery Leases), Tenants may also issue a purchase notice to the Authority obligating the Authority to transfer the Gallery Mall Premises to Tenants.

On December 17, 2020, a Certificate of Completion was issued by the Authority certifying that the development of the Gallery Mall Premises was completed in accordance with the Gallery Leases, as amended. Pursuant to the terms of the Gallery Leases, as amended, the Tenants exercised their purchase notice rights on December 23, 2020, which authorized the Tenants to purchase the Gallery Mall Premises in accordance with the terms of Exhibit 31 to the Gallery Leases. Pursuant to a Fee Simple Deed dated March 24, 2021, the Authority transferred Gallery I to PR Gallery I. Pursuant to a Fee Simple Deed dated March 24, 2021, the Authority transferred Gallery II and the JCP Building to Keystone.

Pedestrian Bridge: The Pedestrian Bridge that services Gallery II was not transferred to Keystone as part of the fee transfer of the Gallery Mall Premises due to the fact that Parametric Garage Associates ("**PGA**") was previously granted a non-exclusive easement to use the Pedestrian Bridge by the Authority pursuant to that certain Second Amended and Restated Parking Garage Development Agreement and Lease between the Authority and PGA dated January 30, 2012 (effective January 31, 2012) ("**PGA Lease**"). PGA's non-exclusive easement to use the pedestrian bridge expires on December 31, 2051, which is the date the PGA Lease expires.

The License Agreement was executed by the Authority and Keystone which gave a non-exclusive license to use the Pedestrian Bridge for the term of the License Agreement, which expires on March 26, 2022. Due to the timing in which the Authority was asked to transfer the Gallery Mall Premises, staff provided and Keystone accepted the License Agreement which provided a short-term (one (1) year) license for the Pedestrian Bridge which did not require Board authorization.

Request: Authority staff now seeks Board authorization to enter into a First Amendment to License Agreement on the terms and conditions set forth below:

1. The term of the License Agreement will be extended for a period of five (5) years, to expire on April 1, 2027. Provided that Keystone is not then in default under the License Agreement, as amended, and unless otherwise terminated in accordance with the terms of the License

Agreement, the License Agreement shall automatically renew on a five (5) year basis unless either party provides written notice to the other of its intent not to renew at least ninety (90) days prior the then-current expiration date. Each renewal of the License Agreement shall be on the same terms and conditions as set forth in the License Agreement unless otherwise mutually agreed to in writing by the parties.

2. As compensation for the extension of the term of the License Agreement, Licensee agrees to pay the Authority the amount of One Dollar (\$1.00) upon execution.
3. Unless specifically modified herein, all other terms, rights and obligations set forth in the License Agreement shall remain unchanged and continue in full force and effect, including those obligations requiring Keystone to (i) maintain and repair the non-structural portions of the Pedestrian Bridge, (ii) indemnify the Authority for claims related to the Pedestrian Bridge, and (iii) insure against claims or losses related to the Pedestrian Bridge.

COMMENTS OR OTHER CONDITIONS: If approved by the Authority Board, a request to City Council will be submitted seeking authorization of the First Amendment to License Agreement.

Proposed Resolution attached.

Prepared by: Ryan Harmon

RESOLUTION NO.**RESOLUTION AUTHORIZING A FIRST AMENDMENT TO LICENSE AGREEMENT WITH KEYSTONE PHILADELPHIA PROPERTIES, L.P., FOR THE PEDESTRIAN BRIDGE LOCATED BETWEEN 10TH AND 11TH STREETS ABOVE FILBERT STREET**

WHEREAS, as part of the development and subsequent fee transfer of 833, 901 and 905 Market Street (collectively, "**Gallery I**"), 1001-1019 Market Street (collectively, "**Gallery II**"), and 1025 Market Street (the "**JCP Building**") (Gallery I, Gallery II and the JCP Building, together, the "**Gallery Mall Premises**"), the Philadelphia Redevelopment Authority ("**Authority**") and Keystone Philadelphia Properties, LP ("**Keystone**") entered into that certain License Agreement dated as of March 19, 2021, effective as of March 26, 2021 (the "**License Agreement**"), whereby Authority licensed to Keystone the use of that certain pedestrian bridge located between 10th and 11th Streets above Filbert Street (the "**Pedestrian Bridge**").

WHEREAS, the License Agreement gave a non-exclusive license to use the Pedestrian Bridge for the term of the License Agreement, which expires on March 26, 2022.

WHEREAS, Authority staff now seeks Board authorization to enter into a First Amendment to License Agreement on the terms and conditions set forth below:

1. The term of the License Agreement will be extended for a period of five (5) years, to expire on April 1, 2027. Provided that Keystone is not then in default under the License Agreement, as amended, and unless otherwise terminated in accordance with the terms of the License Agreement, the License Agreement shall automatically renew on a five (5) year basis unless either party provides written notice to the other of its intent not to renew at least ninety (90) days prior the then-current expiration date. Each renewal of the License Agreement shall be on the same terms and conditions as set forth in the License Agreement unless otherwise mutually agreed to in writing by the parties.
2. As compensation for the extension of the term of the License Agreement, Licensee agrees to pay the Authority the amount of One Dollar (\$1.00) upon execution.
3. Unless specifically modified herein, all other terms, rights and obligations set forth in the License Agreement shall remain unchanged and continue in full force and effect, including, but not limited to, those obligations requiring Keystone to (i) maintain and repair the non-structural portions of the Pedestrian Bridge, (ii) indemnify the Authority for claims related to the Pedestrian Bridge, and (iii) insure against claims or losses related to the Pedestrian Bridge.

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority that the Authority is authorized to negotiate and execute a First Amendment to License Agreement for the Pedestrian Bridge on the terms and conditions set forth above and in the

attached Fact Sheet, and to seek appropriate City Council authorization for such First Amendment to License Agreement.

FURTHER RESOLVING, the preparation, execution and delivery of all documentation necessary to carry out the foregoing in form and substance acceptable to the Deputy Executive Director of Real Estate and General Counsel.

FURTHER RESOLVING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.



BOARD FACTSHEET

Meeting of February 9, 2022

Selection of Redeveloper through a Redevelopment Agreement and Ground Lease Agreement

614-26 S. 13th Street including 1306-10 Kater Street and 1309-13 Bainbridge Street

NAME OF DEVELOPER/APPLICANT: 624 S. 13TH STREET L.L.C.

Nature of Transaction: Selection of 624 S. 13TH STREET L.L.C. ("**Redeveloper**"), as redeveloper, proposing to develop the property located at 614-26 S. 13th Street, including 1306-10 Kater Street and 1309-13 Bainbridge Street (collectively, the "**Premises**"), as a three (3) story building, totaling 33,000 gross square feet, which will include forty-five (45) apartments – the current unit mix being twelve (12) studio units, twenty-five (25) one-bedroom units, and eight (8) two-bedroom units (the "**Project**").

Redeveloper shall continuously use the Premises for purposes of constructing, operating and maintaining the Project, of which a minimum of two (2) studio units, nine (9) one-bedroom units, and three (3) two-bedroom units (the "**Affordable Units**") shall be (i) leased/restricted to subtenants with household incomes not to exceed sixty percent (60%) of the area median income ("**AMI**") as determined by the United States Department of Housing and Urban Development ("**HUD**"), and (ii) shall be rented at levels that are affordable to households at sixty percent (60%) of AMI, based on such households spending no more than thirty percent (30%) of their adjusted gross income on housing costs.

In addition to the apartment building, Redeveloper expects to use a portion of the open area required by the zoning code to construct a public parklet along 13th Street. The Project will also have bike storage, a package room, a green roof that will aid in the City of Philadelphia's (the "**City**") effort to effectively manage storm water, and a roof deck for all residents. The Project will be serviced by an elevator and all the apartments will be outfitted with a washer/dryer, stainless steel appliances, stone counter tops and other finishes consistent with market rate developments in the immediate vicinity.

To effectuate construction of the Project and in an effort to maintain affordability for a significant period of time, Philadelphia Redevelopment Authority ("**Authority**") staff and Redeveloper have negotiated a proposed Ground Lease Agreement ("**Ground Lease**") wherein Redeveloper will lease the Premises from the Authority for a term of ninety-nine (99) years. During the entirety of the term of the proposed Ground Lease, Redeveloper will be required to maintain the affordability requirements as set forth above.

Specifically, Authority staff seeks Board approval of (i) a Redevelopment Agreement between the Authority and Redeveloper setting forth the development obligations relative to the Project, and (ii) the Ground Lease for the Premises between the Authority, as landlord, and Redeveloper, as tenant, providing for the use, operation and maintenance of the Premises and maintenance of the Project to be constructed pursuant to the Redevelopment Agreement.

The following is a summary of the material terms of the proposed Redevelopment Agreement and proposed Ground Lease:

Term: The term of the proposed Ground Lease is ninety-nine (99) years commencing on the Settlement Date.

Rent: During the first year of the Term, the "Fixed Minimum Rent" shall be in the annual amount of Twenty Thousand Dollars (\$20,000), and payable in monthly installments of One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,666.67). Thereafter, beginning with the second (2nd) year of the Term, the Fixed Minimum Rent shall be adjusted annually by two and eighteen hundredths percent (2.18%) above the Fixed Minimum Rent from the prior year for each subsequent year throughout the Term. Notwithstanding the foregoing, within ninety (90) days following the issuance of a Certificate of Occupancy for the Premises, Redeveloper shall provide to the Authority and shall cause each prime contractor to provide or submit to the Authority, a Project cost certification performed by one or more independent, third-party, certified public accountants establishing the actual total construction costs incurred and paid by Redeveloper and each prime contractor in connection with the construction of the Project. In the event the Project cost certification does not support the Fixed Minimum Rent then payable by Redeveloper to the Authority, the Authority may, in its sole discretion and in accordance with the costs set forth in the Project cost certification, increase the Fixed Minimum Rent payable to the Authority on an annual basis to an amount not to exceed Fifty Thousand Dollars (\$50,000). In the event there is an increase to the Fixed Minimum Rent amount following the submission of the Project cost certification as outlined above, the increased Fixed Minimum Rent shall continue to be adjusted annually by two and eighteen hundredths percent (2.18%) above the Fixed Minimum Rent from the prior year for each subsequent year throughout the Term.

Net Lease: The proposed Ground Lease is a "triple net lease," and the Authority is not responsible for any costs, expenses or charges thereunder.

Non-Discrimination in Use or Construction of Premises: The proposed Ground Lease includes the same obligations as included in the Authority's typical redevelopment agreement which require non-discrimination in use and construction of the Project.

Minority, Disadvantaged and Female Owned Business Enterprise Requirements. The proposed Redevelopment Agreement shall include the same obligations as

included in the Authority's typical redevelopment agreement which encourage fair and non-discriminatory business and employment practices and expanding opportunities for minorities, women and disadvantaged individuals. Per Chapter 17-1600 of the Philadelphia Code, Redeveloper will be required to submit an Economic Opportunity Plan ("EOP"). Proposed EOP goal ranges were submitted at MBE – 40% and WBE – 10%.

Redevelopment Commitment and Use: Redeveloper commits to develop the Project and maintain the Premises, including the Affordable Units, for the duration of the Term. As required by the proposed Redevelopment Agreement, Redeveloper shall be required to submit plans, show adequate evidence of funding for the Project, provide a list of all major executed contracts, obtain all required permits and approvals, provide adequate insurance for the Project, provide adequate financial security for the payment of all contractors, promptly discharge all liens and provide as-built plans upon completion of the Project.

Fine Arts: Redeveloper agrees to provide appropriate works of Fine Arts in accordance with The Percent for Art Program in effect on the date of execution of the Redevelopment Agreement.

Insurance: Redeveloper agrees to insure and to cause their respective contractors and subtenants to maintain the minimum insurance coverages as required by the Authority during the term of the proposed Ground Lease and Redevelopment Agreement.

Indemnification: Redeveloper agrees to indemnify and defend the Authority, the City and the Philadelphia Housing Development Corporation ("PHDC"), and save each of them harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities and expenses arising during the term of the proposed Ground Lease and Redevelopment Agreement.

Subletting and Assignment: Redeveloper is prohibited from subletting or assigning any portion of the Premises unless they satisfy an applicable minimum tangible net worth test as provided in the proposed Ground Lease. Redeveloper may assign the proposed Ground Lease to a "Permitted Transferee" without the prior consent of the Authority provided that Redeveloper provides the Authority with notice of such assignment at least thirty (30) days prior to the effective date thereof. The term "**Permitted Transferee**" shall mean (a) a Leasehold Mortgagee (as defined in the Ground Lease); or (b) an entity that (x) owns, manages or has engaged a third party property manager that manages not less than one hundred fifty (150) affordable rental units in its portfolio as of the effective date of the assignment; and (y) has, together with its affiliates, a tangible net worth of at least the "Applicable Minimum Tangible Net Worth" as of the effective date of such assignment. "**Applicable Minimum Tangible Net Worth**" means a tangible net worth of at least Fifteen Million Dollars (\$15,000,000.00).

Leasehold Mortgages: Redeveloper may grant to certain parties (as limited in the proposed Ground Lease) a mortgage lien encumbering all or a portion of the

Premises.

Right of First Refusal Option: If and when either (i) the Authority issues a proposal to a prospective purchaser that is or could be unrelated to the Authority and which is not a public or government agency or authority (or an entity owned, controlled and/or managed by a public or government agency or authority) ("**Unrelated Third Party**"), or (ii) the Authority receives a bona fide offer or request for proposal that the Authority is willing to accept, from a prospective purchaser that is an Unrelated Third Party, to purchase and sell the fee interest in the Premises, Redeveloper shall have the right of first refusal to purchase the Premises (the "**ROFR Option**").

Security Deposit: Redeveloper is required to pay to the Authority a security deposit in the amount of Ten Thousand Dollars (\$10,000), which has been paid prior to the date hereof. Upon execution of the proposed Ground Lease, such deposit will become a "security completion deposit." Upon issuance of a Certificate of Completion by the Authority this security completion deposit shall be repaid to Redeveloper.

LEGAL ENTITY/OTHER PARTNERS (if applicable):

- Kenneth Penn
- Henry Sullivan
- Peter Pelullo
- Sal Jalilvand
- Elliot O'Neill

Mailing Address: 2501 Wharton Street, 2nd Floor, Philadelphia, PA 19146

PROPERTY INFORMATION: 614-26 S. 13th Street including 1306-10 Kater Street and 1309-13 Bainbridge Street

This parcel was advertised through a Request for Proposals ("RFP")

Description: 13,775 SF, vacant lot **Zoning:** RM-1 **Use:** Residential

FINANCING:

Redeveloper has provided documentation of available funds or reasonable ability to obtain necessary funds in an amount no less than total Project costs.

COMMENTS OR OTHER CONDITIONS:

There were six (6) proposals submitted in response to the RFP and Redeveloper received the highest score. Redeveloper is compliant with the City Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved City L&I Code violations. Per Chapter 17-1600 of the Philadelphia Code, the Economic Opportunity Plan will apply. Fine Arts will also apply.

Proposed Resolution and supporting information are attached (site map, sources and uses, proposed plans and photographs).

Prepared by: Brian Romano
Reviewed by: Jessie Lawrence

RESOLUTION NO.

RESOLUTION AUTHORIZING (i) THE SELECTION OF 624 S. 13TH STREET L.L.C. AS REDEVELOPER OF 614-26 S. 13TH STREET, INCLUDING 1306-10 KATER STREET AND 1309-13 BAINBRIDGE STREET, LOCATED IN THE SOUTH CENTRAL REDEVELOPMENT AREA, SOUTH CENTRAL URBAN RENEWAL AREA, AND (ii) A GROUND LEASE WITH 624 S. 13TH STREET L.L.C., AS TENANT, FOR 614-26 S. 13TH STREET, INCLUDING 1306-10 KATER STREET AND 1309-13 BAINBRIDGE STREET

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority ("**Authority**"), that 624 S. 13th Street L.L.C. ("**Redeveloper**") is hereby selected as Redeveloper of 614-26 S. 13th Street, including 1306-10 Kater Street and 1309-13 Bainbridge Street (collectively, the "**Premises**"), located in the South Central Redevelopment Area, South Central Urban Renewal Area, and approval is hereby given to the Redevelopment Agreement and the proposed method of disposition as set forth below and in the attached Fact Sheet; determining that the Redeveloper possesses the qualifications and financial resources necessary to develop the property in accordance with the Redeveloper's approved plans; further authorizing the execution, delivery and recording of the Redevelopment Contract for the property and the preparation of all other documentation necessary or desirable in order to carry out the foregoing, and to obtain the appropriate council action.

FURTHER RESOLVING, that the Premises shall be developed as a three (3) story building, totaling 33,000 gross square feet, which will include forty-five (45) apartments – the current unit mix being twelve (12) studio units, twenty-five (25) one bedroom units, and eight (8) two bedroom units (the "**Project**").

FURTHER RESOLVING, that Redeveloper shall continuously use the Premises for purposes of constructing, operating and maintaining the Project, of which a minimum of two (2) studio units, nine (9) one-bedroom units, and three (3) two-bedroom units (the "**Affordable Units**") shall be (i) leased/restricted to subtenants with household incomes not to exceed sixty percent (60%) of the area median income ("**AMI**") as determined by the United States Department of Housing and Urban Development ("**HUD**"), and (ii) shall be rented at levels that are affordable to households at sixty percent (60%) of AMI, based on such households spending no more than thirty percent (30%) of their adjusted gross income on housing costs.

FURTHER RESOLVING, that the Authority is authorized to enter into (i) a Redevelopment Agreement between the Authority and Redeveloper setting forth the development obligations relative to the Project, and (ii) a Ground Lease for the Premises between the Authority, as landlord, and Redeveloper, as tenant, providing for the use, operation and maintenance of the Premises and maintenance of the Project to be constructed pursuant to the Redevelopment Agreement, for a term of ninety-nine (99) years and including such additional terms as set forth in the attached Fact Sheet.

FURTHER RESOLVING, that the Deputy Executive Director of Real Estate is hereby authorized, empowered and directed to perform any and all such acts and things, and to execute, acknowledge, deliver, file or record in any appropriate public offices, all ancillary agreements, documents, instruments and certifications as may be necessary or desirable in connection with accomplishing the purpose of this Resolution.

FURTHER RESOLVING, that the Deputy Executive Director of Real Estate, with the advice of General Counsel, may allow modifications to the Resolution necessary or desirable to carry out its purposes and intents.

Land Development Financial Worksheet

DEVELOPMENT BUDGET/ SOURCES AND USES OF FUNDS

Please insert data only in the unshaded (white) cells. Please confirm that total sources of funds and total uses of funds are equal.

Applicant:
 Property Address:

SOURCE OF FUNDS

	Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
Senior Debt	Yes	\$6,600,833.00	76%	Firsttrust Bank (see Term Sheet in appendix)
Subordinate Debt		\$0.00	0%	
Developer Equity	Yes	\$512,613.00	6%	See appendix for commitment letter from BRDP Partners
Other - describe to the right	Yes	\$1,537,839.00	18%	See appendix for letter of support from L. Addimando
Other - describe to the right		\$0.00	0%	
Other - describe to the right		\$0.00	0%	
TOTAL SOURCE OF FUNDS		\$8,651,307.00	100%	

USE OF FUNDS

HARD COSTS

ACQUISITION

	Cost	% Total	
Property Acquisition	\$101,500.00	1.17%	Represents 2 years of pre-paid rent
Closing Costs	\$170,391.00	1.97%	Includes 100% of the Transfer Tax due at closing
Other - describe in space to the right	\$18,136.00	0.21%	Closing Cost Contingency

UNIT CONSTRUCTION

	Cost	% Total	
Complete table at bottom of page	\$5,474,736.00	63.28%	

OTHER CONSTRUCTION

	Cost	% Total	
Landscaping	\$0.00	0.00%	
Ferrets	\$75,000.00	0.87%	
Clearance and Demolition	\$25,000.00	0.29%	
Utility Connections & Tap Fees	\$50,000.00	0.58%	

INFRASTRUCTURE

	Cost	% Total	
Streets and Sidewalks	\$50,000.00	0.58%	
Water and Sewer	\$50,000.00	0.58%	
Stormwater & Drainage	\$50,000.00	0.58%	
Impact Fees	\$25,000.00	0.29%	

OTHER HARD COSTS

	Cost	% Total	
Hard Cost Contingency	\$547,474.00	6.33%	
Other - describe in space to the right	\$57,247.00	0.66%	Public Art Allowance
Other - describe in space to the right	\$50,000.00	0.58%	Community Contribution
Other - describe in space to the right	\$234,259.00	2.71%	IT&T / Security / Audio Visual / Storage / Telecommunication
TOTAL HARD COSTS	\$6,968,723.00	80.55%	

SOFT COSTS

PROFESSIONAL FEES

	Cost	% Total	
Site Planning	\$60,000.00	0.69%	
Architecture & Engineering	\$250,000.00	2.89%	
Legal	\$118,374.00	1.37%	
Consultant	\$75,000.00	0.87%	
Survey	\$5,000.00	0.06%	
Market Study	\$0.00	0.00%	
Environmental	\$25,000.00	0.29%	
Organization Expense	\$50,000.00	0.58%	
Other Consultants	\$50,000.00	0.58%	

FINANCE COSTS

	Cost	% Total	
Construction Loan Interest	\$288,548.00	3.34%	
Construction Origination	\$50,318.00	0.58%	
Appraisal	\$6,000.00	0.07%	
Construction Insurance	\$38,811.00	0.45%	
Property Taxes	\$82,650.00	0.96%	

OTHER SOFT COSTS

	Cost	% Total	
Holding Costs	\$86,620.00	1.00%	
Soft Cost Contingency	\$83,543.00	0.97%	
Developer Fee, if applicable	\$317,723.00	3.67%	
Other - describe in space to the right	\$75,000.00	0.87%	working capital / preconstruction
Other - describe in space to the right	\$50,000.00	0.58%	financing cost contingency
Other - describe in space to the right	\$0.00	0.00%	
TOTAL SOFT COSTS	\$1,682,584.00	19.45%	

TOTAL DEVELOPMENT COST

	Cost	% Total	
TOTAL DEVELOPMENT COST	\$8,651,307.00	100.00%	

Construction/Rehab. Costs

Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost	Total Sq. Ft.	Total Sq. Ft. %
146 Unit Multifamily Building	33,060	\$165.60	\$5,474,736.00	1	\$5,474,736.00	33,060	100.00%
2	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
3	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
4	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
5	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
6	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
7	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
8	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
9	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
10	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
11	0	\$0.00	\$0.00	0	\$0.00	0	0.00%
TOTALS			\$5,474,736.00	1	\$5,474,736.00	33,060	100.00%

Rev. Dec. 2020

Rental Pro Forma

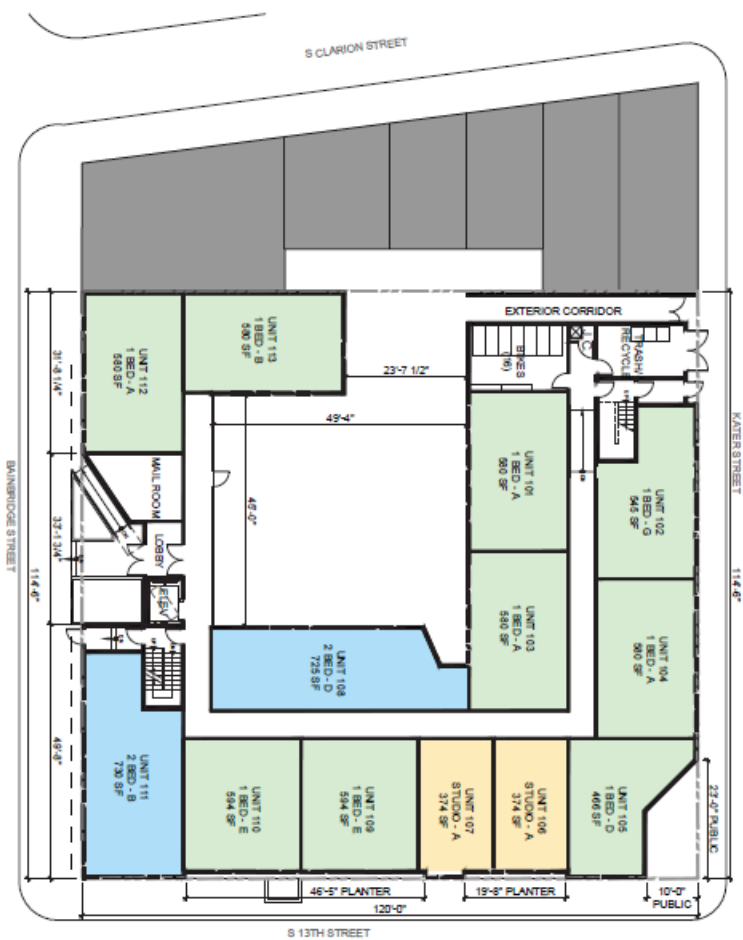
	0	1	2	3	4	5	6	7	8	9	10	11
Expenses												
Office Rent	0	0	0	0	0	0	0	0	0	0	0	0
Apartment (Market) (44)	62,800	62,800	62,800	64,746	66,692	67,439	68,702	70,374	72,461	75,061	78,279	81,104
Apartment (Affordable)	30	0	23,890	26,038	268,298	273,664	279,138	284,720	290,415	296,223	302,148	308,190
Other Income + Utility Reimbursements	287,890	0	44,138	45,020	45,839	46,639	47,716	48,731	49,705	50,700	51,724	52,768
Total Revenue	42,424	0	44,138	45,020	45,839	46,639	47,716	48,731	49,705	50,700	51,724	52,768
Residential Vacancy	823,104	0	824,839	830,868	837,190	843,824	850,802	858,073	865,495	873,125	880,917	888,924
Retail Vacancy	0	100.0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Vacancy Allowance	(33,281)	0	(394,687)	(461,543)	(448,100)	(449,073)	(450,053)	(451,054)	(452,075)	(453,116)	(454,179)	(455,262)
Effective Rent	880,842	0	300,220	884,315	914,071	922,883	931,000	970,020	980,420	1,009,208	1,029,938	1,049,990
Expenses												
Insurance	400	0	9,180	18,343	29,526	19,917	20,315	20,721	21,136	21,559	21,990	22,429
RE Taxes	1,377	0	41,325	41,325	41,738	42,156	42,577	43,003	43,433	43,867	44,306	44,749
Parking Garage	0	0	0	0	0	0	0	0	0	0	0	0
Certifications & Licenses	58	0	2,581	2,632	2,683	2,739	2,793	2,849	2,906	2,964	3,024	3,086
Ground Rent	1,687	0	53,045	54,636	56,286	56,729	57,984	59,703	61,994	63,239	65,239	67,296
Electric	740	0	17,098	35,605	36,186	37,095	37,887	38,594	39,465	40,153	40,926	41,725
Water & Sewer	100	0	3,672	7,657	7,830	7,957	8,126	8,289	8,454	8,623	8,795	8,972
Trash Removal	125	0	2,889	5,982	6,102	6,224	6,348	6,475	6,605	6,737	6,872	7,009
Gas	0	0	0	0	0	0	0	0	0	0	0	0
Janitorial	125	0	2,889	5,982	6,102	6,224	6,348	6,475	6,605	6,737	6,872	7,009
Payroll	850	0	19,508	40,680	41,483	42,323	43,270	44,033	44,914	45,812	46,728	47,663
Leasing Bonus	200	0	6,130	9,572	9,763	9,958	10,153	10,361	10,568	10,779	10,995	11,215
Security	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance	200	0	9,572	9,763	9,958	10,153	10,361	10,568	10,779	10,995	11,215	11,435
ODM	300	0	6,885	14,638	34,862	14,938	15,216	15,541	15,852	16,199	16,582	16,972
Elevator	100	0	2,295	4,786	4,882	4,979	5,079	5,180	5,284	5,390	5,497	5,607
Maintenance / Turnover	500	0	11,475	23,939	24,408	24,896	25,384	25,902	26,420	26,948	27,487	28,037
Window Cleaning	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	200	0	6,130	9,572	9,763	9,958	10,153	10,361	10,568	10,779	10,995	11,215
Add Costs for Furnished Housing	0	0	0	0	0	0	0	0	0	0	0	0
3.0% Management	800	0	9,907	26,529	27,422	27,971	28,510	29,101	29,680	30,276	30,882	31,499
Total Expenses	300,180	0	300,677	350,419	371,100	323,671	330,980	339,948	343,654	350,917	354,124	359,499
Expense Ratio x Ground Lease	28.1%	N/A	30%	29%	29%	29%	29%	29%	29%	29%	29%	29%
Expense Ratio	33.7%	N/A	30%	29%	29%	29%	29%	29%	29%	29%	29%	29%
Total Combined NOI	880,662	0	229,643	573,895	596,975	603,212	620,039	620,072	626,006	633,297	671,208	684,491

BIRDSEYE VIEW



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OVERALL PLAN - FLOOR 1



GROSS FLOOR AREAS

FLOOR 1	9,709 SF
FLOOR 2	10,487 SF
FLOOR 3	10,397 SF
TOTAL	30,743 SF

UNIT COUNT

STUDIO	12
1 BDRM	25
2 BDRM	8
TOTAL	45

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OVERALL PLAN - FLOOR 2



GROSS FLOOR AREAS

FLOOR 1	9,709 SF
FLOOR 2	10,487 SF
FLOOR 3	10,397 SF
TOTAL	30,593 SF

UNIT COUNT

STUDIO	12
1 BDRM	25
2 BDRM	8
TOTAL	45

OVERALL PLAN - FLOOR 3



GROSS FLOOR AREAS

FLOOR 1	9,709 SF
FLOOR 2	10,597 SF
FLOOR 3	10,597 SF
TOTAL	30,743 SF

UNIT COUNT

STUDIO	12
1BDRM	25
2BDRM	5
TOTAL	42

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OVERALL PLAN - ROOF



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1 ROOF DECK



2 GREEN ROOF - SEED MIX AND PERENNIAL MIX

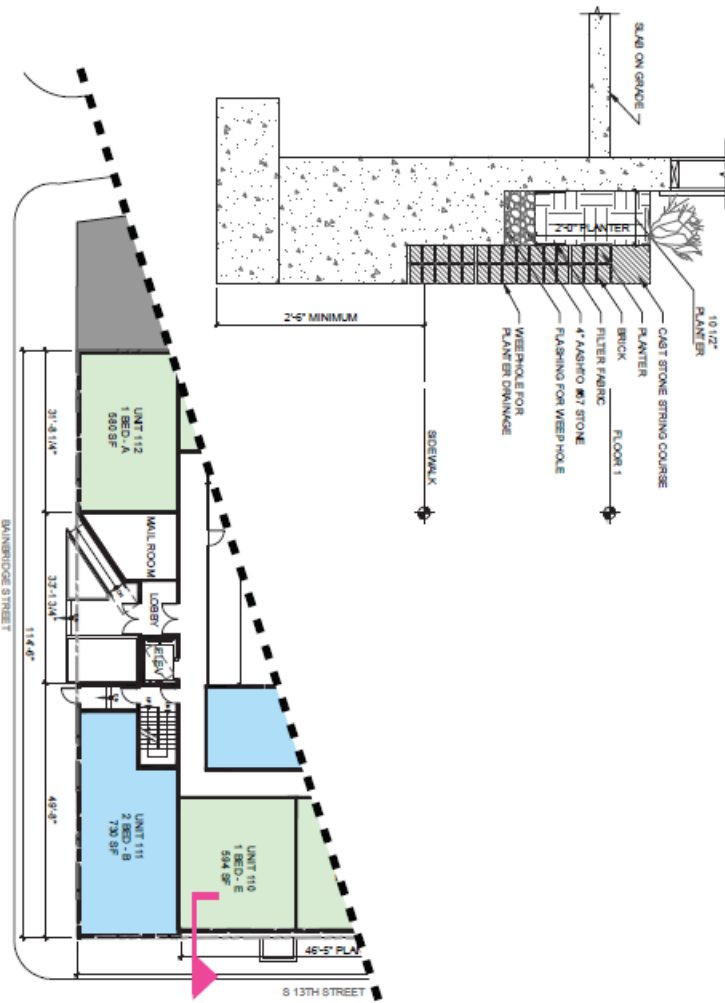


3 COURTYARD PAVING - PERMEABLE MATERIALS



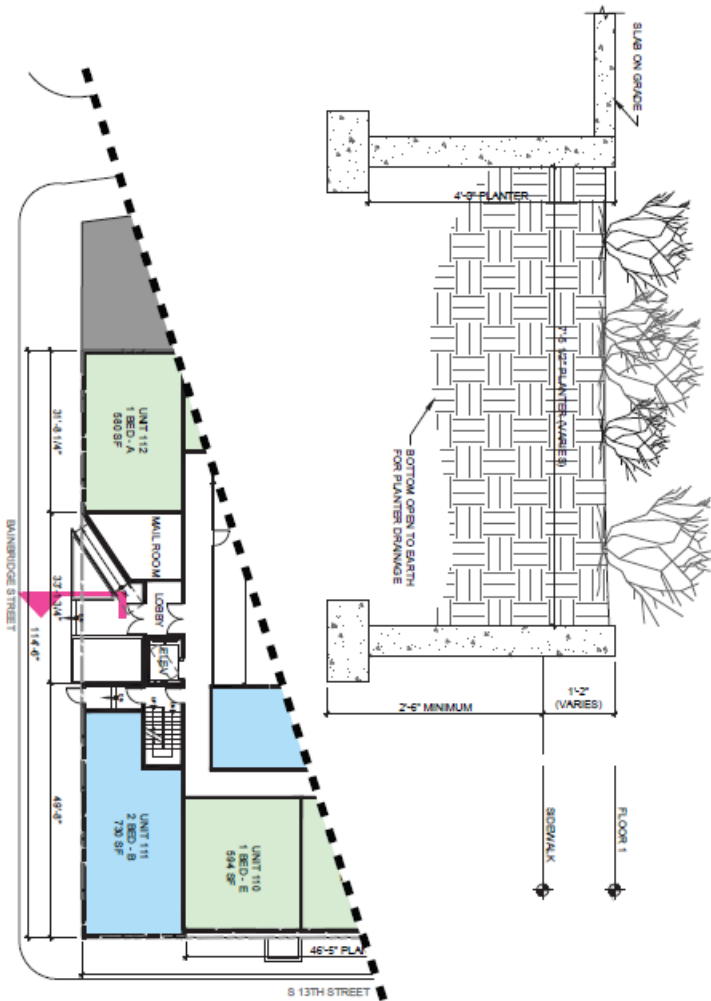
4 COURTYARD TREES - SERVICEBERRY

DETAIL - SECTION AT PLANTER (along 13th Street)



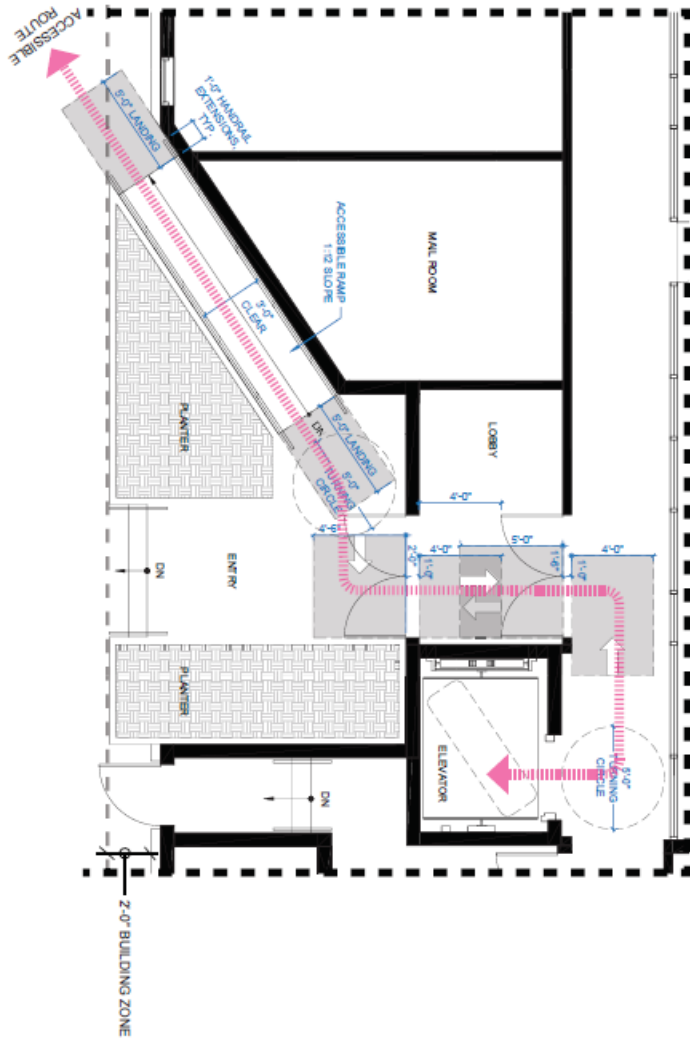
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DETAIL - SECTION AT PLANTER (along Bainbridge Street)



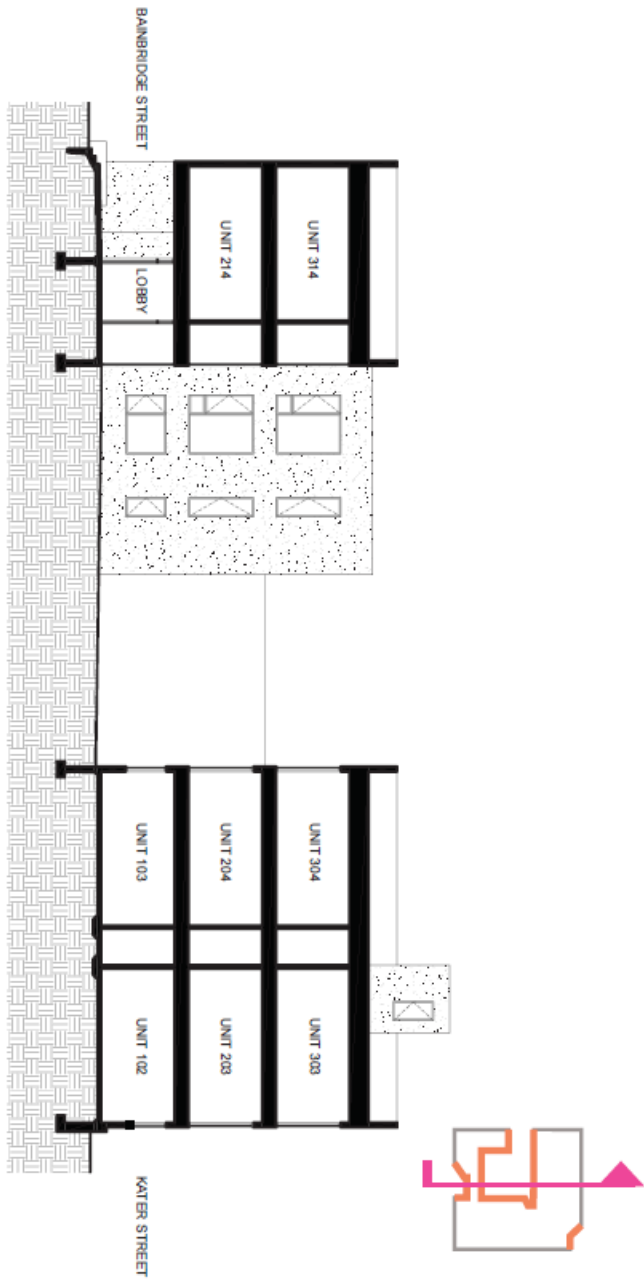
The Parker | PHDC Presentation | 08.30.2021 | ALMA architecture llc

FLOOR PLAN - ACCESSIBLE ROUTE AT MAIN ENTRANCE



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OVERALL PLAN - ROOF



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SOUTH ELEVATION (along Bainbridge Street)



FAÇADE DESIGN
 Facade elevation of The Parker facing a city street needs to entice pedestrians opposite on an individual level.

The existing building across Bainbridge Street features:

- no bay or alcove
- a bank in the book box via alleyway
- multiple windows - lock and sliding

The Parker needs a Bainbridge feature:

- no bay or alcove
- a bank in the book box via entry "turner" pattern
- multiple finishes - brick and panel



1 FACE BRICK



2 REYNOBOND ALUMINUM COMPOSITE PANEL (www.reynobond.com)



3 STUCCO



EAST ELEVATION (along 13th Street)



FACTORY DESIGN
 Facade elevation of The Parker facing a city street reacts to existing conditions opposite on an individual basis.

- The existing building across 13th Street features numerous layers of different siding and orientations of exterior
- metal accents at entrances
- brick finish
- brick finish

The Parker looks at 30th Street features

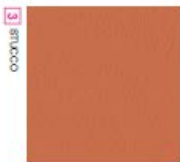
- metal accents at entrances
- metal accents at floor TV pattern
- brick finish



1 FACE BRICK



2 REYNOBOND ALUMINUM COMPOSITE PANEL (www.reynobond.com)



3 STUDIO



NORTH ELEVATION (along Kater Street)



FACE DESIGN
 Facade elevation of The Parker facing a city street reacts to existing elevations opposite on an individual basis.

- The existing building across Kater Street feature
- lower bays multiple stories high
- overhead doors at garage
- multiple stories - brick, stone, wood

The Parker facade at Kater Street features

- lower bays multiple stories high
- multiple stories - brick and panel



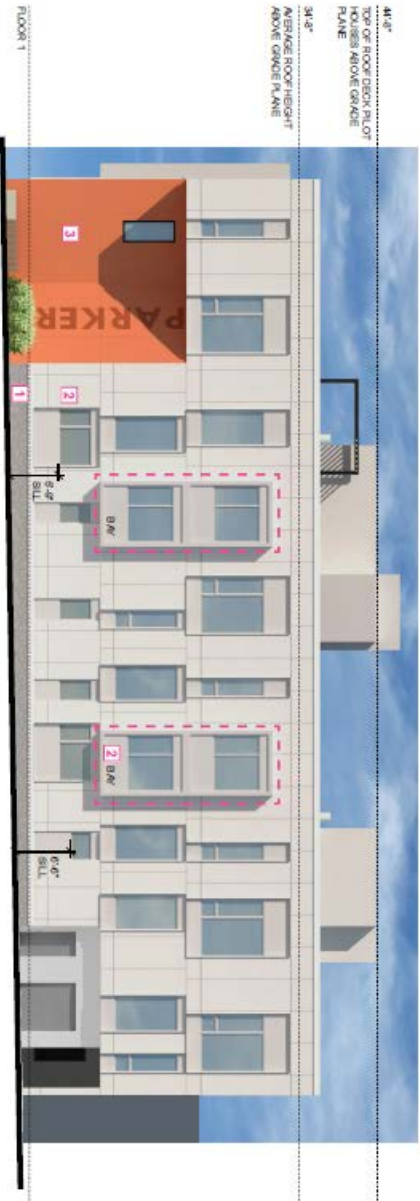
1 FACE BRICK



2 REYNOBOND ALUMINUM COMPOSITE PANEL (www.reynobond.com)



3 STUDIO (COLOR TB0)



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STREET VIEW - FROM 13TH AND BAINBRIDGE



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SUSTAINABILITY CHECKLIST

CMC Sustainable Design Checklist – Updated September 3, 2019

CMC Design Review Sustainable Design Checklist

Sustainable design represents important city-wide concerns about environmental conservation and energy use. Development teams should try to integrate elements that meet many goals, including:

- Reuse of existing building stock
- Incorporation of existing on-site natural habitats and landscape elements
- Inclusion of high-performing stormwater control
- Site and building massing to maximize daylight and reduce shading on adjacent sites
- Reduction of energy use and the production of greenhouse gases
- Promotion of reasonable access to transportation alternatives

The Sustainable Design Checklist asks for measures to significantly benefit. These include goals and beyond the minimum requirements in the zoning and building codes. All items marked as "Yes" or "No" are adaptations from Leadership in Energy and Environmental Design (LEED) v4 unless otherwise noted.

Category	Item	Response	Notes
Location and Transportation	(1) Access to Daily Transit	Yes	Project is within a 1/4 mile (400-meter) walking distance of existing or planned bus, streetcar, light rail, or other transit stations.
	(2) Reduced Parking Footprint	Yes	Project is designed to reduce the number of parking spaces by 20% or more of the site area.
	(3) Green Vehicles	Yes	Project is designed to encourage the use of green vehicles or other vehicles. Clearly identify and encourage use by car share or green vehicles, which are not subject to the same restrictions as traditional vehicles.
	(4) Walkway or Bicycle Lanes (including front or rear loading and unloading of bicycles)	Yes	Project is designed to include a dedicated walkway or bicycle lane, including a secure storage area for bicycles, and a secure storage area for bicycles.
(5) Bike Share Station	Yes	Project is designed to include a bike share station.	

CMC Sustainable Design Checklist – Updated September 3, 2019

Water Efficiency

(6) Outside or Above Use

Water use outside vegetation without irrigation, OR reduced watering requirements of at least 50% from the calculated baseline for the site peak watering month.

Yes

Project is designed to include a water saving device for the site peak watering month.

(7) Reduce Site Surface

Reduce impervious and/or pervious design space that is 30% or greater of the site's Open Area, as defined by the International Building Code (IBC) 2015, and the design team has included in the calculation.

Yes

Project is designed to include a water saving device for the site peak watering month.

(8) Rainwater Management

Reduce the net rainwater runoff from the site by 30% or more of the net rainwater runoff, as defined by the International Building Code (IBC) 2015, and the design team has included in the calculation.

Yes

Project is designed to include a water saving device for the site peak watering month.

(9) Low-Impact Paving

Reduce the net rainwater runoff from the site by 30% or more of the net rainwater runoff, as defined by the International Building Code (IBC) 2015, and the design team has included in the calculation.

Yes

Project is designed to include a water saving device for the site peak watering month.

(10) Energy Commissioning and Energy Performance Audits

Perform a pre-construction energy commissioning and energy performance audit, as defined by the International Building Code (IBC) 2015, and the design team has included in the calculation.

Yes

Project is designed to include a water saving device for the site peak watering month.

(11) Energy Commissioning and Energy Performance Audits

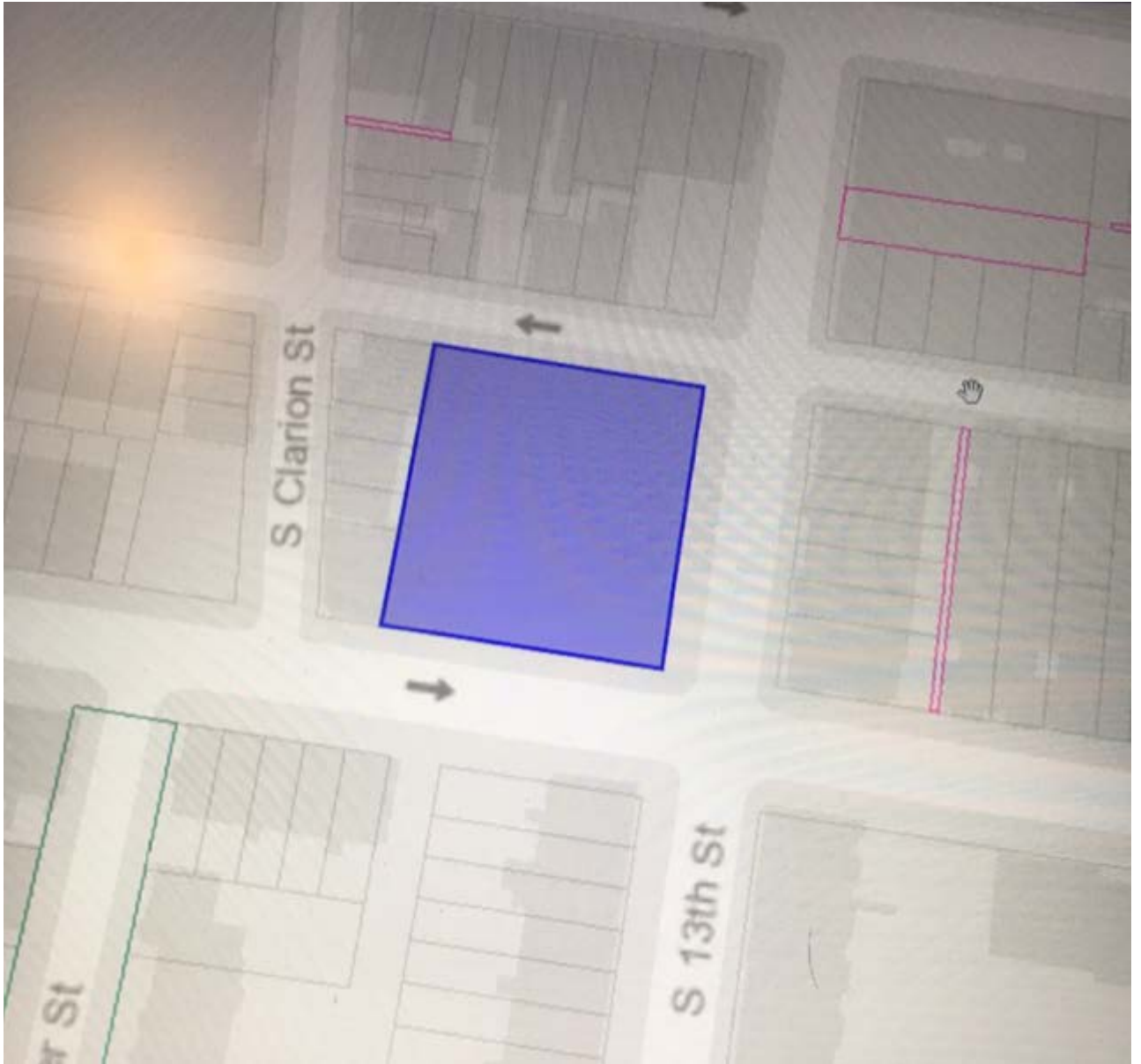
Perform a pre-construction energy commissioning and energy performance audit, as defined by the International Building Code (IBC) 2015, and the design team has included in the calculation.

Yes

Project is designed to include a water saving device for the site peak watering month.

Category	Item	Response	Notes
Energy and Atmosphere	(1) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(2) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(3) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(4) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(5) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(6) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(7) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(8) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(9) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(10) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.
	(11) Energy Commissioning and Energy Performance Audits	Yes	Project is designed to include a water saving device for the site peak watering month.





Elizabeth Bonaccorso

From: Cayla Milius <caylamilius@gmail.com>
Sent: Monday, December 6, 2021 5:47 PM
To: Ryan Harmon
Subject: 614-26 S 13th St including 1309-13 Bainbridge St.

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

Good Evening,

I am emailing in reference to the proposed conveyance at 614-26 S 13th St including [1309-13 Bainbridge St.](#)

This parcel of land is one of the few open green spaces that this city desperately needs. This green space is very beneficial to the neighborhood – kids play there, it’s a great place for people to take their dogs, and frequently people will sit against one of the trees there and eat lunch, just to name a few. If anything, this space should be improved and turned into an actual park – add some benches and some gardens (maybe even a community garden area).

What this area needs is a greater sense of community and more green spaces like this that can clearly improve quality of life. This is what the city needs to invest in. This area does not need more construction and yet another apartment complex. Please reconsider.

Thank you,

Cayla Milius

412 S 13th St.

757-650-9726

Elizabeth Bonaccorso

From: Jason Whalen <jdwhalen9@gmail.com>
Sent: Monday, December 6, 2021 5:07 PM
To: Ryan Harmon
Subject: 614-26 S 13th St including 1309-13 Bainbridge St.

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

Good Afternoon,

I am emailing in reference to the proposed conveyance at 614-26 S 13th St including 1309-13 Bainbridge St. This parcel of land is one of the few open green spaces that this city desperately needs. This green space is very beneficial to the neighborhood – kids play there, it's a great place for people to take their dogs, and frequently people will sit against one of the trees there and eat lunch, just to name a few. If anything, this space should be improved and turned into an actual park – add some benches and some gardens (maybe even a community garden area). What this area needs is a greater sense of community and more green spaces like this that can clearly improve quality of life. This is what the city needs to invest in. This area does not need more construction and yet another apartment complex. Please reconsider.

Thank you,

Jason Whalen

412 S 13th St.

703-606-9678

Elizabeth Bonaccorso

From: Trang Balchunas <trang.balchunas@gmail.com>
Sent: Saturday, December 4, 2021 1:29 PM
To: Ryan Harmon
Subject: 1309-13 bainbridge, 614-26 s 13th, 1306-13 Kater project

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Dear Sir,
I oppose this project. Please send zoom meeting info for December 8 meeting.
Thank you
Trang

Sent from my iPhone

Elizabeth Bonaccorso

From: Brittany Cillo <bcillo27@gmail.com>
Sent: Thursday, December 2, 2021 9:21 PM
To: Ryan Harmon
Subject: 614-26 S 13th St

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Good Evening Mr. Harmon,

I am reaching out to you to contest the development of the above parcel, which is to be considered at a board of directors meeting this coming Wednesday. I am a resident of the neighborhood in which the parcel is located, just down the street in fact, and I firmly believe the space would better serve the community if preserved as green space. The neighbors currently use the land as space for our dogs, and we think designating the parcel as a permanent space would allow us to further develop the land to include paths for dogs, planted flowers, mural artwork, and preservation of the parcels six beautiful trees. Additionally, there is abundant housing in this area that has been sitting with "for sale" signs for months. Further building of properties in this parcel risks the value of the homes already in the area, as it poses the threat of even more houses sitting on the market and warding off buyers to the area. Preserving the parcel as green space would add a valuable asset to deem the neighborhood desirable.

The neighbors of this lot view this parcel as having wonderful potential that we hope to be given the chance to spare. I hope that this plea reaches the board of directors meeting for consideration.

Thank you for your time,
Brittany Cillo
Resident at 612 S Clarion St

Sent from my iPhone

Elizabeth Bonaccorso

From: Michael Wilkins <mikewilkinsjr@gmail.com>
Sent: Thursday, December 2, 2021 9:29 PM
To: Ryan Harmon
Subject: 13th and Bainbridge lot

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Good evening,

In accordance with posted signage, I wanted to express my concern with the development of the lot at 13th and Bainbridge. My specific concerns are as follows:

1. **Loss of green space.** The lot currently houses 6 full-grown trees that provide significant value to the neighborhood as well as shade and cover to the lot. Additionally, the lot sees regular use by the neighborhood as green, walkable space. The lot would see even more use if anti-dumping laws were enforced —spare gravel is regularly dumped in the lot along with construction debris.
2. **Density.** The original plan called for 17 homes, but now includes 46 apartments. This density is not supported by current street layout and curb space. What is the plan to deal with additional cars in a neighborhood where current illegal parking is not ticketed and makes the area significantly more dangerous?

Thank you for your time. I look forward to a spirited meeting over Zoom.

Mike Wilkins

Sent from my iPhone

Elizabeth Bonaccorso

From: Steven Lo <lumminations@yahoo.com>
Sent: Wednesday, December 1, 2021 10:23 AM
To: Ryan Harmon
Subject: Opposed to development of 614-26 S.13th st

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Hello Ryan,

I am the owner of a residential property on the block and I am opposed to this development. There is not enough parking available in this neighborhood as it is and I am exhausted from the constant broken roads and construction noises year over year in this neighborhood. This development will take away any free parking spots that I am barely able to find now as well as leave the neighborhood a mess from all the construction and noise pollution. Therefore, I am strongly opposed to this development and would rather leave it as a park, due to the lack of parks/greenery in the city.

Thanks,

Elizabeth Bonaccorso

From: David Lo <kingwoks@yahoo.com>
Sent: Wednesday, December 1, 2021 7:07 AM
To: Ryan Harmon
Cc: David Lo
Subject: 614-26 S 13 street including 1306-10 Kater st and 1309 -13 Bainbridge st -Multi-unit rental project

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Dear Mr. Harmon,

I am the owner of the neighborhood near this project. I am strongly opposed to the development of the rental project. This neighborhood needs a park with a garden for neighborhood as a community area. Please withdraw this project.

Thank you

David Lo

Elizabeth Bonaccorso

From: James Olstein <jamesolstein@gmail.com>
Sent: Tuesday, November 30, 2021 10:13 AM
To: Ryan Harmon

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Hello Mr. Harmon,

I'm reaching out to you to voice my opposition to the conveyance of the lot at 614 S. 13th Street Parcel. The neighborhood has taken it upon itself to turn this area into a park that is used by the residents as well as the schools and daycares in the area. Many of the residents have worked hard to keep this an open public space and have gone as far to name it Turtlebug Park (turtlebug.org) By developing this land into unnecessary condos you are taking away a public space from a neighborhood that has struggled to become the safe friendly [place it is today.

Best,

James Olstein
Editorial Illustrator
He/Him

[215-868-3285](tel:215-868-3285)
jamesolstein.com
[@jamesolsteinillustration](https://www.instagram.com/jamesolsteinillustration)

Elizabeth Bonaccorso

From: Turtlebug 🐢 <play@turtlebug.org>
Sent: Saturday, December 4, 2021 11:29 AM
To: Ryan Harmon
Subject: Turtlebug -December 8th Conveyance Comment

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Ryan,

Thank you for organizing and hosting the conveyance proposal. Turtlebug has been caring for this 13,000 square foot parcel since September 2020. For more info, articles, playful makings, interviews, and a link to our petition, please visit Turtlebug.org. We believe that this land: an open, natural, corner forest, and green space, in Hawthorne should be preserved.

Turtlebug - A vibrant group of 1-2 year olds that began to care for the land, September 2020 while seeking outside play during the pandemic. They make paper from the six trees, tumble buckets of broken glass found along the tree skirts into smooth keepsakes, and delve curiously into loose part, nature, play and stewardship. Turtlebug keeps the lot free trash, makes impermanent art and enjoys their time caring for the land. This land care is reciprocally healing and stress relieving. Stewardship promotes a love of place, developing a deep relationship to land.

Turtlebug.org
 Play@Turtlebug.org
 Instagram.com/play.Turtlebug

Please Preserve this 13,000 square foot corner forest in Hawthorne for playfulness. Preserve it for the environment, for education, for our climate, health, and the many stress relieving benefits found in stewardship and outside Play.

Play, Art and Nature are stress relieving ingredients to cultivate community. A native growth park, a corner forest in Hawthorne, dedicated to play and healing would do wonders for the city of Philadelphia.

The pandemic has highlighted the need for more outdoor spaces in urban environments. Please Preserve this corner forest, the four old growth maple trees, the black locust, and the giant foxglove empress. The ecology, geology, and biodiverse qualities of nature and all that roam, wander, and rest upon this land thank you.

Can this development take place on another parcel, preferably one without trees? Could another building in the area be converted and outfitted sustainably to suit the needs of developer. Why here? Why now? This land has been unoccupied/ undeveloped for over 70 years, possibly longer...this land could even be greenfield (never built upon land).

If the city & developer are unable to relocate could the trees at least be saved? Could a natural play park/ community nature, play & art center, be included / incorporated in the planning. Turtlebug appreciates your consideration and thanks you for your time.

Cheers,

Johnny Buckley

215.687.1212

Turtlebug.org 

#fortheLoveofTurtlebug

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.change.org%2FfortheLoveofTurtlebug&data=04%7C01%7Cryan.harmon%40phdc.phila.gov%7C2472cf5b8d3d401e658d08d9b743232a%7C2046864f68ea497daf34a6629a6cd700%7C0%7C0%7C637742321844704797%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAilCJQIjoI%2F2luMzliLCJBTiI6Iik1haWwiLCJXVCi6Mn0%3D%7C3000&sdata=i3y8aJujUBOrqj%2F2FMaSRH2Y%2Fpq5x04st7v8UcOXNGoA%3D&reserved=0>

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.instagram.com%2Fplay.turtlebug&data=04%7C01%7Cryan.harmon%40phdc.phila.gov%7C2472cf5b8d3d401e658d08d9b743232a%7C2046864f68ea497daf34a6629a6cd700%7C0%7C0%7C637742321844714753%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAilCJQIjoI%2F2luMzliLCJBTiI6Iik1haWwiLCJXVCi6Mn0%3D%7C3000&sdata=qvXgZ9zQR7Es%2Bec7sVErHbt%2B1%2BTRTknAQRJnVMLiYIE%3D&reserved=0>

STATEMENT RE: 614-26 S. 13th ST. PROPOSAL

Good afternoon. My name is Michelle Perry. I live at Lipscomb Square Housing Corporation, at 11th and Bainbridge, where I serve as Treasurer on the Board of Directors. I've lived at Lipscomb Square a total of 42 years and in the Hawthorne neighborhood for 61 years.

I speak today as a long-time resident who supports the mixed income development being proposed for 614-26 S. 13th Street.

I support this development because:

- 1) The Hawthorne Community lacks affordable housing.
- 2) Everything being built now is for people of higher income who are not the average member of the community.
- 3) Long-term residents are being pushed out because of the high rate of property taxes. The mixed and lower income members of the community have nowhere to go—where are they supposed to live? It's not possible to sustain and survive. There is nothing affordable for anyone else.

I grew up in the Martin Luther King projects at 12th and Fitzwater St. My father was a longshoreman. In the 1960s and '70s, Wilson Goode spoke to the longshoreman's union and the community about new affordable housing opportunities that were coming to South Philly. One was Whitman Council. When Whitman was completed in the late 1970s, however, there was so much racial tension and violence that my father didn't want to move his family there. He said, OK, let's wait until Lipscomb is built. So that's what we did. I spent my teenage years at Lipscomb, went to college, got married, and lived in a different section of the city. I knew that I wanted to come back here, though. I moved back in 1985 and have been here ever since.

Fifteen years ago, Hawthorne was 100% Black. Today, it is 24%. For the past 40 years, ward leaders and committee people told us that someday, this would be the most desirable neighborhood in the city to live. The neighborhood was going to look like it does now. Now that we see it coming into play, we are being squeezed out. I don't have a problem with new people coming in, I just don't want the people who have lived their lives here and built this community forced out because they can't afford to live here.

As for parks, there already are three parks in the area. Hawthorne Park at 12th and Catharine is brand new. This land is the former site of the MLK projects, where I grew up. When the four buildings there were taken down, the residents were displaced. The community members who were able to stay pushed for a park there, along with our newer residents. So, I'm not against parks. There are two other parks that serve this area: Palumbo at 10th and Fitzwater and Seeger at 11th and Rodman.

We all claim we're for affordable housing, until we get down into the nitty gritty. As a long-time resident, I cannot sit back and watch another piece of land taken and swallowed up by everybody else other than the people who built this community, people of color who worked hard to make it as beautiful as it is. That's why I support this development of mixed income and affordable housing.

Statement to Philadelphia Redevelopment Authority

Michelle Perry

2nd Ward Democratic Committee Person, Div. 21; Treasurer, Alice Lipscomb Housing Corp.

215-253-0138

1136 Kater St.

Phila., PA 19147

perrygirl@1136@gmail.com

12/8/21

Elizabeth Bonaccorso

From: finn@onalarkpictures.com
Sent: Tuesday, December 7, 2021 12:00 PM
To: Ryan Harmon
Subject: Land at 13th and Bainbridge (correct draft, my apologies)

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

Dear Mr. Harmon,

I would like to express my concerns about a plot of land at 13th and Bainbridge Street. (614 S. 13th St. Philadelphia.)

We lovingly refer to this grassy plot of land as Turtlebug Park.

My son is one of the stewards of this park, and it is crucial that we preserve this natural wonder for the children in the neighborhood. He goes to this park every single day, to play in nature. I understand that this land is possibly on the chopping block soon for redevelopment. I only ask that you reconsider the possibilities inherent in this outdoor nature space for our community.

Having a sense of community is what unites us, what emotionally connects us, and ultimately what gives the neighborhood a joint sense of responsibility for safety and opportunities for learning, acceptance and belonging.

Our community desperately needs to have an outdoor space to run and play and picnic under the trees. We love it here so much and fear its demise. I will be at the conveyance meeting tomorrow, but in the meantime, please take a moment to consider our plea to save Turtlebug Park.

Here is my son, just one of the stewards of this land. This is his favorite place to go every single day.

Thank you so much for your time and consideration.

Sincerely,

Finn O'Hara



Elizabeth Bonaccorso

From: Judith Thomas <judithomas73@gmail.com>
Sent: Tuesday, December 7, 2021 12:15 PM
To: Ryan Harmon; Judith Thomas
Cc: Vincent Thompson
Subject: 614 S 13th Street & Kater Sts, Turtlebug Park

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Dear Mr Harmon, my name is Judith Thomas a lifetime residence of 67 years in the Hawthorne Community and Lipscomb Square area since its making. If you are a residence of Philadelphia and a city employee you yourself should know the changes the area has made in the last several decades. As one or some embark on a park at the location and surrounding area of 13th & Bainbridge and Kater one first thought is in the area right off of South Street what impact would that have on our neighborhood so close to South Street. Let your imagination take you there, not to mention the number of homeless persons in this area, which would make this the ideal place for living arrangement. Another area for those to lay their head in the cold winter nights or the hot summer nights. Well my thought is if one is requesting a park for this to gather to sleep outside why not affordable homes which is much needed in the area where those can come into their loving living homes where it's warm and peaceful. The area already has 3 surrounding parks which is in walking distance to anyone living in the area. The Hawthorne park had already been designated for affordable housing for the area and instead a park was made. Let us not repeat history in a time like this when housing all across the United States is not just a want but a need a necessary for survival in this world. If we research not just the area where the park is seeking to locate but research our hearts we all know that a park is not what's needed but equal opportunity housing for all.

Thank you for your time and attention to my letter on the above subject.

Ms. Thomas
2156680793

Cc: Councilman Kenyetta Johnson through Vincent Thompson

December 07, 2021

Dear General Counsel Harmon,

I am writing to you in opposition to the proposed development of 614-26 S. 13th Street (including 1306-10 Kater Street and 1309-1313 Bainbridge Street).

For many years, the city placed chain-linked fencing around the abandoned lot that prohibited anyone from utilizing the space. To a lot of developers, I imagine the space appeared and continues to appear as an area of untapped potential amongst the backdrop of buildings that surround it. However, when the fencing came down, the grasses were cut, and neighbors pitched in to help clean the litter that was left—the lot transformed into a communal greenspace.

The lot at 13th and Bainbridge is one of the few spots in the city where you can feel the sun on your face and the openness of the sky. As someone who does not have a porch or patio, it is the closest thing I have to a “backyard” without having to walk some distance. On any given day, you can observe children walking beneath the lot’s shady trees, people playing fetch with their dogs, and neighbors coming together to talk about their day at the corner of the lot. In the spring, the lot comes alive with wildflowers and budding new leaves. In the summer, people stop in the evening to admire the dancing fireflies. In the fall, the maple leaves signal the changing seasons with the dropping of their golden leaves. And in the winter, children use it as their playing field when the first big snow falls.

After viewing the proposed plans from Alma Architecture LLC, in the PHDC presentation, it’s very clear that the mature trees would be removed from the property, and the 13th St. street side would be completely shaded by the new building. A green roof is seen in the proposal, but I imagine only the residents of the building would have access to it, and only small shrubs and grasses would be planted for ease of maintenance. The building would effectively sterilize the area from the liveliness it once supported.

When I walk by the lot at 13th and Bainbridge, I see the potential for community. The potential for a mural on the side of Gennaro’s Pizza celebrating the rich history of the area, the potential for a volunteer managed garden, the potential for park benches where people can rest and admire the trees and wildlife, the potential for community based events to take place.

Thank you for your time. I hope you will reconsider your intent to develop this communal greenspace.

Sincerely,

Diana Dinh
A Hawthorne resident

From: Ravi Patel <rpatel387@yahoo.com>

Sent: Tuesday, December 7, 2021 2:23 PM

To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>; Kenyatta Johnson <Kenyatta.Johnson@Phila.gov>

Subject: Preserve Park at 614 S 13th st

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Hello,

We are homeowners and members of the community in Hawthorne directly affected by this proposal to build a large apartment building across from our home. We feel strongly about preserving a Turtlebug Park in that parcel of land instead.

Our community is a diverse residential area that thrives due to green spaces such as this one. There is already plenty of mixed income housing in our neighborhood, and helping the existing community prosper should take precedence over allowing a real estate developer profit from building more.

Just this morning I witnessed small children running along the grass in the park while their grandparents took pictures of them happily enjoying the little bit of green we have managed to preserve. Please do not disappoint the majority of us actually calling this area home! Save us from the extra noise, the extra pollution, and the excess developing that is already taking place in many areas of our city!

Ravi

From: James Zhiyan Ma <ma9@utexas.edu>

Sent: Tuesday, December 14, 2021 5:44 PM

To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>; Kenyatta Johnson <Kenyatta.Johnson@Phila.gov>

Subject: Conveyance of 614 s 13th st

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Hi Ryan and Kenyatta,

I saw a flyer from someone opposing the conveyance of the vacant parcel at 614 s 13th st, which they refer to as "turtlebug park". As a homeowner of 614 s 12th st (one block away), I wanted to write that I support the development of the vacant lot and that the people who call it a park seem disingenuous to me. There is no park there and the vacant lot is an efficient use of that area. Happy holidays!

Best,
Zhiyan Ma

From: Turtlebug 🐢🐞 <play@turtlebug.org>
Sent: Thursday, December 16, 2021 8:16 AM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: "Loss is an event but gain is a process."

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Ryan,

I'd also like to further express the importance of the Philadelphia Tree Canopy and the trees on the 614 S. 13th Street parcel. Four of the Six trees are healthy Sugar Maples! The other two trees are a Black Locust and a Fox Glove Empress. The Maples are on the 2013 heritage tree list.

From: Hannah Purbe <linneapurbe@gmail.com>
Sent: Thursday, January 6, 2022 6:19 AM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: Support of 13th & Bainbridge

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Dear Ryan -

I have reviewed the presentation for the proposed development at 13th and Bainbridge, and as a resident of Hawthorne (Broad & Fitzwater) and near neighbor I am very much in support of the project. I'm looking forward to seeing it come to fruition!

Best, Hanna Purbe
267.918.4354

Thank you!

From: Trang Balchunas <trang.balchunas@gmail.com>
Sent: Friday, January 7, 2022 12:14 PM
To: Anne Fadullon <Anne.Fadullon@Phila.gov>
Subject: 13 th and bainbridge project

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Dear Anne,
I live in Hawthorn and I oppose this project. I have seen neighbors fighting over parking and this project will make it worst. I have a special need child and the therapist can never find parking when she comes to the house.
I would like to see this green space as public playground.
Thank you
Trang Balchunas

From: Ashish Patil <apatil121@gmail.com>
Sent: Monday, January 10, 2022 10:45 AM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: 13th and Bainbridge lot - redevelopment project

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Hi Ryan,

I want to thank you for helping lead a constructive conversation and hearing the community before a massive, permanent decision is made. It shows strong leadership on you and your team's part.

I live at 619 South Clarion Street, my property touches the lot that is being proposed for redevelopment.

I'm fairly new as a resident, I purchased that house in June 2020. The neighbors all around have been nothing short of great during this rough time in the pandemic.

One of the really special attributes of this area is how diverse and eclectic the neighborhood is. I work in tech (creating new healthcare technology companies and products), diverse mindsets and backgrounds is such a key ingredient in creating great things. It's something truly special about Philly that is rare elsewhere (after living in the south and midwest).

I feel the same about this neighborhood, the connection between everyone has the potential to be really special. I play basketball at 10th and bainbridge and you have games that cover almost every ethnicity and background. It's truly special when everyone comes together, we laugh and play and respect one another to whole new levels because we have the opportunity to interact.

That's why I feel this RFP for this redevelopment project to create a building is not the right solution for that lot. The building is being touted as this beacon of 'affordable housing'. However there's clear evidence from people that would qualify for that pricing, that they would not be able to afford it and it wouldn't even have much of an impact for their lives. There was an [article by NBC 10](#) how these affordable housing measures are not effectively implemented. I think we can think of something better that has a stronger long-term impact for the community and even the people that need additional financial support.

The lot is safe, does not flood, and is used by many to enjoy and escape.

The whole project feels short-term in thought, very transactional and being forced upon an entire community that does not want this to happen. I'm sure there are other locations where this building would be a better fit.

This space can be made into something really special, if we come together and talk about how we can shape it into a space that brings the neighborhood together. A place where children (from all backgrounds) can play, be exposed to others that they may never have met. Think about how the pandemic has stunted the growth of children's ability to socialize. This lot can be a place of offsetting that, impacting lives in ways we wouldn't imagine.

Also for people to come and relax -- the pandemic has left everyone traumatized. Another building doesn't help that. Open space and human connection definitely does. I'd even be willing to call upon my network in the Philly tech scene to put on events for teaching technology skills ([coded by kids](#) comes to mind) or even fun recruiting events at that lot. Teaching people about tech provides new revenue generating opportunities in today's world.

I've worked in the space design area before for the Philadelphia coworking company Benjamin's Desk (now [76 Forward](#)), we can be really intentional on what we do that encourages people to come and enjoy the space. Surrounding businesses will benefit in an increase in novel foot traffic (the whole area has been decimated because of the pandemic). Also there could be commercial opportunity to rent it out (something like Philadelphia Horticultural Society did with a pop up garden) which would bring people to the area that would then support surrounding businesses. I'm sure there's creative ways that the community values that can also help the city bring in revenue.

I've attached some photos of the lot, look at it! Beautiful and it has so much more potential if we work together and take it in the direction that connects the community together.

I leave you with one ask, please look inside yourself and ask "Am I opposed to canceling the project?" and work with the community to take the lot in a direction that supports the community? If the answer, is no (you are not opposed and are willing to cancel the current RFP), we can all work together to create something special, with your team being the champions that bring something the community adores.

I thank you for your time and leadership, I hope we get an opportunity to work closely together to create a better Philadelphia. Go birds!

Thank you

Best,

Ashish

From: Ashish Patil <apatil121@gmail.com>
Sent: Monday, January 10, 2022 10:45 AM
To: Anne Fadullon <Anne.Fadullon@Phila.gov>
Subject: 13th and Bainbridge lot - redevelopment project

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Hi Anne,

I want to thank you for leading a constructive conversation and hearing the community before a massive, permanent decision is made. It shows strong leadership on you and your team's part. In reading your online profile, I appreciate your focus on 'work[ing] with communities to promote, plan, preserve, and develop successful neighborhoods for all'. I think that aligns with us wanting the right long-term solutions for this neighborhood and city.

I live at 619 South Clarion Street, my property touches the lot that is being proposed for redevelopment.

I'm fairly new as a resident, I purchased that house in June 2020. The neighbors all around have been nothing short of great during this rough time in the pandemic.

One of the really special attributes of this area is how diverse and eclectic the neighborhood is. I work in tech (creating new healthcare technology companies and products), diverse mindsets and backgrounds is such a key ingredient in creating great things. It's something truly special about Philly that is rare elsewhere (after living in the south and midwest).

I feel the same about this neighborhood, the connection between everyone has the potential to be really special. I play basketball at 10th and bainbridge and you have games that cover almost every ethnicity and background. It's truly special when everyone comes together, we laugh and play and respect one another to whole new levels because we have the opportunity to interact.

That's why I feel this RFP for this redevelopment project to create a building is not the right solution for that lot. The building is being touted as this beacon of 'affordable housing'. However there's clear evidence from people that would qualify for that pricing, that they would not be able to afford it and it wouldn't even have much of an impact for their lives. There was an [article by NBC 10](#) how these affordable housing measures are not effectively implemented. I think we can think of something better that has a stronger long-term impact for the community and even the people that need additional financial support.

The lot is safe, does not flood, and is used by many to enjoy and escape.

The whole project feels short-term in thought, very transactional and being forced upon an entire community that does not want this to happen. I'm sure there are other locations where this building would be a better fit.

This space can be made into something really special, if we come together and talk about how we can shape it into a space that brings the neighborhood together. A place where children (from all backgrounds) can play, be exposed to others that they may never have met. Think about how the

pandemic has stunted the growth of children's ability to socialize. This lot can be a place of offsetting that, impacting lives in ways we wouldn't imagine.

Also for people to come and relax -- the pandemic has left everyone traumatized. Another building doesn't help that. Open space and human connection definitely does. I'd even be willing to call upon my network in the Philly tech scene to put on events for teaching technology skills ([coded by kids](#) comes to mind) or even fun recruiting events at that lot. Teaching people about tech provides new revenue generating opportunities in today's world.

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I've attached some photos of the lot, look at it! Beautiful and it has so much more potential if we work together and take it in the direction that connects the community together.





I leave you with one ask, please look inside yourself and ask "Am I opposed to canceling the project?" and work with the community to take the lot in a direction that supports the community? If the answer, is no (you are not opposed and are willing to cancel the current RFP), we can all work together to create something special, with your team being the champions that bring something the community adores.

I thank you for your time and leadership, I hope we get an opportunity to work closely together to create a better Philadelphia. Go birds!

Thank you

Best,

Ashish

**Thomas J. Copestick
Richard D. Dickson, Jr.
627 S. 13th Street
Philadelphia, PA 19147**

January 10, 2022

Anne Fadullon, Chair
Ryan Harmon, General Counsel
Philadelphia Redevelopment Authority

Via email: Anne.Fadullon@phila.gov
Ryan.Harmon@pra.phila.gov

We write in support of the proposed development of the lot at 13th & Bainbridge Streets. We have lived directly across the street from this site for 12 years and have consistently advocated for its development. Until just over a year ago, when the parcel was prepared for development, it was a blight on the community.

The proposed development will provide much needed mixed income housing and bring life to that corner. The overall design is respectful of the scale of the surrounding homes. We hope to engage with the developer as the design is finalized to ensure it compliments the community and minimize the impact of construction and support activities such as trash removal after completion.

While we fully support the project, it is important to note that we believe the process used was deeply flawed. The community had no input on the requirements of the RFP, was not involved in the review process and was presented with a fait accompli for approval. The developer did not meet with the community until after the RDA Board meeting where the proposal was expected to be approved. We request that, as part of the approval, that the developer be required to establish a mechanism for regular communication with the community to discuss issues regarding final design, construction, maintenance, and operation of the facility, consistent with the terms of the approved contract.

Sincerely,

Thomas J. Copestick

Richard D. Dickson, Jr.

From: Gary Risler <risler.g@gmail.com>
Sent: Tuesday, December 28, 2021 7:10 PM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: Benchmark Development -624 S. 13th Street

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Mr. Harmon,

I am purchasing 1303 Kater Street in January of 2022. The aforementioned project will be built directly across the street from my new home. I have seen the renderings and of the opinion that this will be a wonderful addition to the neighborhood.

Happy Healthy New Year to you and yours!

Sincerely,
Gary Risler

Gary E. Risler
risler.g@gmail.com
215-669-0944

This is my personal email.

From: Gerald Wells <g.wells@ritascorp.com>
Sent: Monday, January 3, 2022 7:36 PM
To: Kenn Penn <kpenn@benchmarkcg.net>
Cc: Elliot Oneill <eoneill@benchmarkcg.net>
Subject: The Parker

Mr. Penn,

I live on Banbridge near your proposed project. You may have heard me voice support for the project at the last meeting. I am the President of the Kater Court Homeowners association and our development supports the project that will enhance the area. I plan on attending the HEC meeting on Thursday and I will continue to voice my support. I will give you one comment to consider. It seems odd to have the one full brick side not be on the entrance side. Most buildings use the most expensive and beautiful materials on the front of the building where the entrance is. Just something for you to consider. Regards.

4 January 2022

Mr. Ryan Harmon,

I am a resident of the Hawthorne community and live the 1100 block of Bainbridge street. As a participant at the virtual meeting a couple of weeks ago, I plan to attend the upcoming community meeting with the developer this week.

As a longtime resident, I have seen a numerous of changes in the community, that span the spectrum of both positive and challenging outcomes.

The proposed plan for 13th and Bainbridge is one of the most thoughtful and inclusive plans that has been presented for this community and I am fully in support of this proposal, with continued sensitively to balanced inclusion of ethnicity affected by gentrification.

Thank you,
Marline Paramour
mparamour@ccp.edu

From: posg70 <posg70@gmail.com>
Sent: Monday, January 10, 2022 2:41 PM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: 13th Bainbridge Street

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I opposed the building on 13th and Bainbridge Street.

We keep building in the area pushing out public place and not putting in parking.

Patricia O Green
1209 Clymer Street
Philadelphia, PA 19147

From: Rebecca Collins <rebeccacollins@gmail.com>
Sent: Tuesday, January 11, 2022 9:53 AM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: 614 S. 13th Street - letter of opposition

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Mr. Harmon:

I am writing to express my strong objection to the development of multiple lots at 614 S 13th Street.

Over the past decade Philadelphia has lost 6% of its tree canopy and extreme heat events have become more frequent as a result of climate change. Additionally, increased precipitation has further strained our infrastructure and cost the city and its tax payers millions of dollars. Now is not the time to develop a lot that according to city records saw no development as late as 1962.

We need to prioritize open green community spaces and focus on repairing the blighted properties, not building more new developments under the veil of affordable housing.

In order for Philadelphia to thrive we need to preserve the assets that we have for future generations. As a resident and active community member that has enjoyed this space since moving here in 2012, I urge you to preserve this parcel and hand it back to the community.

Rebecca Collins
1020 Fitzwater St, Philadelphia, PA 19147

From: Diana Pesek <diana.pesek@gmail.com>
Sent: Tuesday, January 11, 2022 10:03 AM
To: Anne Fadullon <Anne.Fadullon@Phila.gov>; Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: 13th and Bainbridge

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Dear Anne and Ryan,

Please allow me to introduce myself as a resident of 1352 South St. I'm writing in opposition to the submitted proposal to develop the empty lots at 13th and Bainbridge because there will be no included off street parking and very little green space.

I know leaving the lots undeveloped invites trash and possible drug use. I've lived in the neighborhood for over five years and see the lots transform from trash and drop havens to a nice outdoor space maintained by people who use the areas.

I love seeing the "little humans" from the daycare playing and learning. They help keep the area litter free and pick up or point out pieces of glass and other debris.

Ideally, I would like to see this area preserved as open, green space that is maintained by responsible people and not left to chance. Or, I would like to see part of the lots developed that include off street parking and a larger green space that will be maintained by the developed property management. I love to walk around the city and am saddened by how many open lots have been developed, leaving no open green lots.

I hope you will consider either keeping this area completely open or asking the developer of the current proposal to revise his plan too include off street parking and more open green space.

Thank you for allowing me to voice my opinion.

1352 South St. Unit 205
Philadelphia, PA 19147
diana.pesek@gmail.com

From: Bea Smith

Sent: Tuesday, January 11, 2022 3:25 PM

To: anne.fadullon@phila.gov <anne.fadullon@phila.gov>; ryan.harmon@phdc.phila.gov <ryan.harmon@phdc.phila.gov>

Subject: 1309-13 Bainbridge Street Development

Dear Ms. Fadullon and Mr. Harmon:

I live directly across from the lot to be developed and am writing opposing the erection of a 45-unit complex, "The Parker" as named by Benchmark, in already heavily populated area. Affordable housing is needed. It is how I came to obtain my house by purchasing it through the Philadelphia Housings Authority 15 years ago. Since that time so much development has happened in this area that it has become suffocating. More housing is being built at the top of Bainbridge Street at Broad Street. That will add 50 units with no off-street parking. Adding at a minimum another 50 residents, possibly with cars. There are the houses built on the west side of Broad Street between Fitzwater and Bainbridge. Now the monstrosity being built on the lot on the east side of Broad Street and Washington Avenue across from another complex, Lincoln Square, that is not fully occupied and diagonal from the Marine Club apartments. There are several reasons I oppose the development. Parking will be more than impossible in an already saturated area. Additional trash from the complex is a concern. Apartments do not promote stability. As rents rise, people move. Property values suffer when there is consent turn-over in the neighborhood. If units are vacant that is an invitation for vandalism and vagrancy.

My main opposition to the complex is the elimination of green space in the area. That lot provides a respite for many residents in the area. Many people walk by that lot going to work and home, on the way to stores on South Street, and to restaurants up 13th Street. Seeing that open space and trees allows the mind to decompress. Being able to stand in front of that lot and take deep breathes breaks the stress of a difficult day or allows one to escape the city for a few moments and take in nature.

During the various Zoom meeting, some residents expressed support for the development. They cited vagrancy, the lot being overgrown and general unsightliness. Yes, at one time the lot was overgrown. The residents complained to the City constantly about the upkeep of the lot. The lot was overgrown because a high chain-link fence surrounded the lot and there was not any way to access it without a key. When the fence was removed and the shrubs were cut down, this allowed access for residents to maintain the lot. As for people hanging out in the lot is totally untrue. The men from Ready, Willing and Able sometimes smoke at that corner. They pose no threat or cause problems. Ready, Willing and Able participates in the maintenance of the area. For the 15 years that I have lived here, there has never been any lingering by vagrants on the lot. The neighbors are good about maintaining this neighborhood and reporting anything thing that is awry. We have been wanting to preserve that lot since our homes were built.

I participated in the last meeting with Benchmark and processed some things that were said. Mr. Sullivan stated that because development is close to public transportation the residence will not have cars because they will be within walking distance to work. That statement cannot be substantiated. While it is true some people who live in the city don't have cars, the blanket statement that the residents won't have cars is not true. It cannot be assumed that everyone that moves into The Parker will work in Center City. I worked in Delaware for years. Most times I used public transportation but there were times I had to drive. Also, I have an elderly mother. I use my car to assist her with errands. Neighbors have children that participate in activities. A car is necessary to transport kids around.

A rendition of the building was presented. On the northwest corner of the building, a "parklet" is planned. It is an indentation for a sitting area with the building overhang serving as a canopy. My concern with the parklet is that it will attract homeless to encamp. I walk my dog towards Broad Street. There are many times I have come across homeless people sleeping under the carve outs in the 777 Apartments. Recently, I saw a man sleeping in doorway for the KinderCare at Broad and Fitzwater Streets in the 777 Apartments. Any SEPTA bus shelter on Broad Street serves as residence for the homeless. I fear the parklet will be another shelter from the elements for those without adequate housing.

I brought up the labor and material cost for the building. The pandemic has caused the tightening of the labor market and the supply chain glitch caused a supply backlog. Shortages cause rise in prices. Benchmark will have to pay more for labor and materials. That cost will be passed rolled into the apartment rents. Mr. Penn stated that the state set pricing for costs and they will absorb the overrun. I don't believe that. If Benchmark absorbs cost overrun that means the quality of materials is sacrificed. The purposed of a developer is to make money not lose it. The city just had a 13 people die in a fire. In New York at least 19 people died in an apartment fire.

Thirty-percent of the apartments set aside are for affordable housing. The AMI for Hawthorne ranges from \$94,500 to \$100,00. Using the lesser figure, \$56,700 is the minimum salary at 100% of \$94,500. Using 80% of the AMI drops to \$75,600. A salary of \$45,360 is 60% of \$75,600. The rents for the apartments are projected between \$900 to \$1,600 a month. Those figures are substantial.

Someone making \$45,360 a year brings home about \$27,000. Rent, utilities, and groceries will consume most of the monthly income. That is not factoring in incidentals and emergencies. All those previous items go up every year. Salaries do not keep up with inflation. What happens if qualified renters for the "affordable housing" are not found? Will those apartments remain empty or will a variance be issued to bypass the affordable aspect in order to fill the units?

We were told the timeline for construction will be 14-18 months. We were also told that the street would not be blocked. How is that possible? Connections the city sewage line, water lines, gas lines, electric lines and truck lines must run. All that digging will cause something to be closed for some time. We were also told that trees would be planted. The new trees will not have to same character as those on the lot now.

I have always appreciated that lot even when it was overgrown. Since the pandemic, I have been working from home and I look forward to looking out of my window and seeing the daylight and the majestic trees. If development goes forward, all my neighbors and I will get is a view of someone's window.

An open space common area is planned for the center of building. Please don't sacrifice the open space common area of the thousands who and live and work in the area for the benefit of 45-90 potential renters. Less is definitely more in this case.

SAVE OPEN SPACE!

Most sincerely,

Beatrice R. Smith
Hawthorne homeowner

From: MARK CARTELLA <mark.cartella@comcast.net>
Sent: Thursday, January 13, 2022 4:35 PM
To: Ryan Harmon <Ryan.Harmon@phdc.phila.gov>
Subject: 13th and Brainbridge

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Dear Ryan,

As a long term owner in MLK HOA I would like to state my support for the proposed project at the corner of 13th and Bainbridge. I am aware that the board does not support the project and would like the current status of the lot to remain unchanged. I understand there are some that have made efforts to clean up the lot, but the fact is it remains a trash strewn eye sore that is a welcome space for vagrants. With no formal supervision of the lot I'm afraid its condition could further deteriorate. Additionally, I'd like to state that in my opinion parking concerns are grossly overstated – the majority of residents in MLK HOA have deeded off street parking. These concerns coupled with the obvious need for affordable housing have led me to be fully supportive of the project as I suspect many less vocal members of the MLK HOA are as well.

Mark Cartella
MLK HOA Property Owner



Hawthorne Empowerment Coalition

The Hawthorne Neighborhood's Nonprofit Community Organization

To the Members of the Redevelopment Authority:

The Hawthorne Empowerment Coalition (HEC), the RCO for Hawthorne, is urging you to delay the transfer of the lot at 13th and Bainbridge. After several neighborhood meetings and a meeting with the developers, we have concluded that the RDA board has failed to consider the other developments in Hawthorne. Specifically, RDA failed to consider how the two recent projects, 13th and Bainbridge and Broad and Bainbridge, together would affect our neighborhood. HEC also believes the RDA board failed to consider the City's inability to enforce the affordability requirement at other projects, as outlined in the recent NBC 10 report:

<https://www.nbcphiladelphia.com/investigators/philly-affordable-housing-plan-failed-to-help-home-buyers-it-was-meant-for/3096514/>

This is not to suggest that we are unhappy with the proposed developers. They were generous with their time and made a presentation to our meeting. Nor is to suggest that we are unhappy with the concept of "mixed housing" ensuring that at least some of the units are affordable.

What we are concerned about is how adding so many units at one time, without any parking and with escalating rents will impact our neighborhood. There are those who believe that the people renting and/or buying in newer developments will not own cars. That has not been our experience. We believe many of the people moving into our neighborhood have cars, just no parking spaces. This creates an unmet demand that can lead to frustration and unpleasant interactions. Having the two developments on the same block adding hundreds of new residents without adding parking spaces, is too great a risk to our quality of life. HEC wishes to see the impact of the building at Broad and Bainbridge before any other development in Hawthorne is allowed by the RDA.

Escalating rents concern us because we believe the city appraisers consider those rents and new purchases when assessing our tax burdens. It remains surprising to us that the City doesn't realize that new construction, with higher prices, drives up our taxes and forces out longer-time residents, who have helped to stabilize and improve the neighborhood. No one who spends their time improving their neighborhood should be forced out by rising property taxes.

In addition, based on the recent news report, HEC has lost faith in the City's ability to ensure that affordable housing is used to help working people, as opposed to helping speculators "game the system". No doubt the investigation announced by Angel Rodriquez, the Vice President of the Philadelphia Housing and Development Corporation, will develop better oversight. But until the investigation is finished and checks and balances are developed, we can have no faith that any proposed project with affordable housing will live up to its promise.

In closing, we urge you to postpone the transfer of the property. Give Hawthorne an opportunity to absorb and learn from the development at Broad and Bainbridge. Give the City the time it needs to ensure that affordable housing programs are used for affordable housing, not to reward speculators.

For the HEC Board,

Albert Hicks Jr. (Acting President)



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For the HEC Board,

Albert Hicks Jr. (Acting President)

To Whom it May Concern,

This letter is to provide an update from MLK Plaza HOA regarding the consensus findings from the community meeting held with Benchmark Construction on 1/6/22 regarding the lot proposal at 13th and Bainbridge St. The 109 townhome owners of MLK Plaza HOA are the closest tenured Hawthorne homeowners to this project. They are the ones who will be most impacted by any project happening on this parcel.

The meeting exposed clear **majority opposition** to this project moving forward as proposed. The lack of parking and elimination of green space combined with adding only 13.5 AMI adjusted units were issues of concern. Additionally, the developer was poorly informed on policies surrounding smoking issues that would make it impossible for residents to maintain code distance from the proposed Bainbridge St entrance and the commercial restaurant at the intersection of Clarion and Bainbridge St, thus creating a smoking corner on a heavily foot-trafficked area of 13th and Bainbridge St. The developer stated anecdotal information to justify not adding parking while previously admitting in a phone conversation to MLK HOA that adding parking creates a financial barrier for a project that is a rental unit on a ground lease. Lastly, major concerns were raised for the RFP asking for an apartment unit complex to be placed in the middle of a townhome neighborhood when there is currently a **54 apartment rental unit building under construction in Hawthorne on the same block** at Broad and Bainbridge St.

<https://phillyimby.com/2021/10/construction-advances-at-broad-street-flats-at-701-south-broad-street-in-hawthorne-south-philadelphia.html>

Together, these concerns created a clear consensus that this project as proposed by Benchmark, does not add value to our Hawthorne community. This project instead eliminates green space, increases common apartment rental units, and decreases parking availability. Given that this lot is currently well maintained and is the only green space moving Northwest until reaching Rittenhouse square, the community organization asks that the RFP be revoked so that we can mutually find a more equitable proposal that can be addressed to align with the community needs of Hawthorne, which may include a more hybrid model that maintains green space while offering AMI rated homes for ownership that are more representative to the population of our working class Hawthorne community. MLK Plaza HOA strongly opposes this project from moving forward.

Sincerely,

MLK PLAZA HOA Board