PHILADELPHIA REDEVELOPMENT AUTHORITY

1234 MARKET STREET, 16TH FLOOR PHILADELPHIA, PA 19107

BOARD MEETING WEDNESDAY, APRIL 13, 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 March 9, 2022

ADN	<u>MINISTRATIVE</u>	
(a)	Appointment of Susan Varghese as Interim General Counsel of the Philadelphia Redevelopment Authority	(1)
(b)	4700 Parkside Avenue Subordination Agreement Between Discovery Charter School, Inc., U.S. Bank Trust Company, N.A., and Philadelphia Redevelopment Authority	(2)
(c)	2432 N. Bouvier Street, 2345 N. Garnet Street, and 2347 N. Garnet Street Settlement of Litigation and Related Claims	(6)
(d)	2025-29 Chestnut Mid-City Y 1260 Housing Development Corporation & MF Mid City LLC Lease Amendment, Assignment and Assumption Agreement	(9)
(e)	Chew Playground Field Renovations Seravalli, Inc. Approval of Construction Contract	(14)

	(f)	Lemon Hill Mansion Porch & Roof Restoration R.C. Legnini Company, Inc. Approval of Construction Contract	(17)
	(g)	Conveyance of Title of City Properties Through the Philadelphia Redevelopment Authority to the Philadelphia Land Bank	(20)
	(h)	Conveyance of Title of Philadelphia Redevelopment Authority Properties to the Philadelphia Land Bank	(24)
II.	DEV	ELOPMENT	
	(a)	Mantua Urban Renewal Area 3600 Haverford Avenue Affordable Partners LLC 3618 Wallace Street Selection of Redeveloper	(30)
	(b)	44 th & Aspen and Mantua Urban Renewal Areas SR 40 th St LLC 629 N. 40 th Street, 637 N. 40 th Street, 718 N. 40 th Street, and 744 N. 40 th Street Selection of Redeveloper	(44)
	(c)	Auburn Urban Renewal Area Janney Street Apartments, LP 2843-61 Janney Street and 2842-60 Weikel Street Selection of Redeveloper	(66)
	(d)	Independence Mall Unit No. 4 Urban Renewal Area 800 Vine Senior Housing LLC 217-53 N. 9 th Street Selection of Redeveloper	(80)
	(e)	South Central Urban Renewal Area 624 S. 13 th Street L.L.C. 614-26 S. 13 th Street, including 1306-10 Kater Street and 1309-13 Bainbridge Street Selection of Redeveloper Through a Redevelopment Agreement & Ground Lease Agreement	(91)

AGENDA

Board Meeting of April 13, 2022 Page -3-

III. HOUSING FINANCE

Bancroft Court Apartments (149)
1604 West Allegheny Limited Partnership
1604 W. Allegheny Avenue
Modification of Loan Terms and Subordination
Agreement between 1604 West Allegheny Limited
Partnership, Firstrust Savings Bank, and
Philadelphia Redevelopment Authority

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 stated he received a note from a representative of Habitat for Humanity informing him that a homeowner may be submitting a letter in regard to Item II (a). Mr. Harmon further stated he did not receive any such correspondence prior to today's 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, March 9, 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: David S. Thomas, 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, Alberta Benn, Brian Romano, Tracey Pinson-Reviere, Mathen Pullukattu, and Elizabeth Bonaccorso.

Also in attendance: Jamila Davis, DHCD; Sabra Townsend, Ed McColly, Renee Cunningham, Tenaja (name provided), Tyreeka Richards, Megan McCoy, Jacquie Sims, Turtlebug (name provided), Allison Weiss, Bernard, Friends of Germantown YWCA; Ann Doley, Sophia Fox, Tamika Milburn, Keith Regan, Corinne O'Connell, Sonya Nickerson, Elam Boockvar-Klein, Resource Development (name provided), Yvonne Haskins, HFHP Build Team (name provided), Julie Stapleton Carroll, Nicole Hostettler, Judith Robinson, Emaleigh Doley, James Jackson, Todd Hestand and Tom Mahon.



MINUTES

Mr. Thomas called for a motion to approve the minutes of the Board meeting February 9, 2022.

Upon motion made and duly seconded, the minutes of February 9, 2022, were approved.



ADMINISTRATIVE

Mr. Lawrence presented "Item I (a) – 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

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

RESOLUTION NO. 2022-12

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"

2nd Council District Properties

1900-02 Point Breeze Avenue 2111 Sigel Street

5th Council District Properties

1446 N. Dover Street

1446 N. Newkirk Street

1629 N. Marston Street

1631 N. Bailey Street

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



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

Board Action

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

RESOLUTION NO. 2022-13

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"

2nd Council District Properties

2123 Fernon Street

5th Council District Properties

2709 W. Arizona Street

627 N. Camac Street

1416 N. Franklin Street

1549 N. Franklin Street

1641 N. Marston Street

1232-38 Parrish Street

1413 N. Perth Street

1446 N. Perth Street

2500 Turner Street

2706 W. York Street

1423 N. 7th Street

616 N. 10th Street

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



Mr. Harmon presented "Item I (c) – Approval of Agreement for Landscape Maintenance Services with Paving the Way Landscaping" in substance consistent with the attached Fact Sheet hereto.

Additional Comments and Discussion

Mr. Cuorato asked if the contract is with the individual, Mr. Christopher Bunch or the business entity, Paving the Way Landscaping. Mr. Harmon replied that Mr. Bunch will sign the contract individually, and as Paving the Way Landscaping. Mr. Harmon stated that the business is a sole proprietorship and has an EIN number; however, it is not a formal corporation. Mr. Harmon further stated that Paving the Way Landscaping must provide the same insurance that the Authority typically requests for access.

Mr. Thomas recognized Ms. Weiss and invited her to speak. Ms. Weiss stated that the Authority authorized a developer to develop this property several years ago and asked why the property is still not developed, why the Authority is still paying for landscaping services, and why the developer is not responsible to take care of the property. Mr. Rodriguez responded that this property was awarded to the Goldenberg Group and they are in their final option year. Mr. Rodriguez stated as part of that option agreement the Goldenberg Group is paying for the costs of landscaping services.

Mr. Harmon stated that the property still remains in the Authority's ownership and that under the redevelopment agreement the Goldenberg Group pays a carrying fee to cover insurance and maintenance costs which they have been paying. Mr. Harmon further explained that because the property remains in the Authority's ownership, it is the Authority that contracts for maintenance.

Ms. Weiss asked if there is any incentive for the developer to move faster to develop the property. Mr. Rodriguez replied that the Authority has been in contact with the developer regarding their phase one and at the appropriate time this developer will come back before the Board.

Board Action

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

RESOLUTION NO. 2022-14

RESOLUTION AUTHORIZING AN AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES WITH CHRISTOPHER BUNCH, INDIVIDUALLY AND DOING BUSINESS AS PAVING THE WAY LANDSCAPING, TO PROVIDE

LANDSCAPE MAINTENANCE SERVICES IN THE LOGAN TRIANGLE SECTION OF THE CITY OF PHILADELPHIA

WHEREAS, the Philadelphia Redevelopment Authority (the "Authority") undertook a competitive invitation for proposals from qualified landscape companies to provide grounds maintenance at the property known as the "Logan Triangle", which is approximately thirty-six (36) acres and is bounded by 11th Street to the west, Loudon Street to the north, W. Wingohocking to the south and Roosevelt Boulevard and N. Marshall Street to the east;

WHEREAS, proposals were reviewed and evaluated by a project review team which resulted in the recommendation of Christopher Bunch, individually and doing business as Paving the Way Landscaping ("Provider"), as the most qualified responsive bidder.

NOW THEREFORE, BE IT RESOLVED, by the Authority, that the Deputy Executive Director of Real Estate is authorized to execute an Agreement for Landscape Maintenance Services with Provider for a term of one (1) year, granting the Authority extension options for two (2) additional years at compensation as follows:

	Year 1	Year 2	Year 3
Paving the Way Landscaping 615 Wynnewood Road Philadelphia, PA MBE Certified	\$64,116	\$67,322	\$70,688

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 and Agreement for Landscape Maintenance Services necessary or desirable to carry out its purposes and intents.

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



DEVELOPMENT

Mr. Lawrence presented "Item II (a) – Amendment to Resolution No. 2021-66, adopted September 8, 2021" in substance consistent with the attached Fact Sheet hereto.

Additional Comments and Discussion

Mr. Thomas recognized Ms. Richards and invited her to speak. Ms. Richards informed the Board that she is a future homeowner in a Habitat for Humanity program and in a family that could be selected for the Page Street project. Ms. Richards further stated she is in attendance to voice her support for this project.

Mr. Thomas recognized Ms. Robinson and invited her to speak. Ms. Robinson thanked the Board for hearing the community and allowing community participation. Ms. Robinson stated the community is satisfied that Habitat for Humanity has done its due diligence and will continue to work together in a collaborative effort.

Mr. Thomas recognized Mr. Reagan and invited her to speak. Mr. Reagan stated that this is a great use of these properties. Mr. Reagan asked if the developer would own the properties and the length of time the deed will be restricted for affordable housing at 60% AMI? Mr. Rodriguez responded that at settlement the developer will receive title and ownership and that the deed restriction is 10 years for the first homebuyer and if they sell the property within that 10-year period, the 10-year period resets for the second homebuyer and the same happens if it occurs again with the third homebuyer. At any resale point, the homeowner would have to come back to the Authority for permission to sell the property and the new buyers would be income certified. Mr. Rodriguez stated that Habitat for Humanity is required to income certify the initial homebuyer and the homebuyer is required to sign an affidavit. Mr. Rodriguez further stated that deed restrictions are recorded and run concurrent with the land.

Mr. Thomas asked Mr. Reagan if the information provided answered his questions. Mr. Reagan replied yes. Mr. Reagan stated that each time the property is sold within the 10-year period, the 10-year period resets, and the buyer must be income certified; however, after the 10-year period the property can be sold for market rate, theoretically. Mr. Thomas stated that is correct, theoretically.

Board Action

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

RESOLUTION NO. 2022-15

AMENDMENT TO RESOLUTION NO. 2021-66, ADOPTED ON SEPTEMBER 8, 2021, TO DELETE 1616 PAGE STREET AND CHANGE IN PROJECT PLANS FOR PROPERTIES LOCATED IN THE NORTH PHILADELPHIA REDEVELOPMENT AREA, MODEL CITIES URBAN RENEWAL AREA

WHEREAS, pursuant to Resolution No. 2020-56, adopted on September 9, 2020, the Philadelphia Redevelopment Authority ("Authority") approved the redeveloper selection of Habitat for Humanity Philadelphia, Inc. ("Redeveloper") as the redeveloper of 1604-1608 Page Street; and

WHEREAS, pursuant to Resolution No. 2021-66, adopted on September 8, 2021, the Authority approved a modification to the Redeveloper selection to include additional properties

(1610, 1612, 1614 and 1616 Page Street) and approval of modified plans increasing the proposed units from three (3) to seven (7); and

WHEREAS, Redeveloper has requested an amendment to Resolution No. 2021-66, adopted on September 8, 2021, to (i) delete 1616 Page Street from the proposed project, and (ii) approve a change in the submitted plans that will decrease the unit count from seven (7) to six (6) single-family affordable homeownership units; and

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that Resolution No. 2021-66, adopted on September 8, 2021, is amended to reflect that the amended addresses will be known as: 1604-08, 1610, 1612 and 1614 Page Street; and approval of revised plans to decrease the unit count to six (6) single-family affordable homeownership units and further authorizing the execution, delivery and recording of the Redevelopment Contract and a Deed for the properties 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 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.

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



Mr. Harmon presented "Item II (b) – Amendment to Resolution No. 2021-03, Adopted on January 13, 2021" in substance consistent with the attached Fact Sheet hereto.

Board Action

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

RESOLUTION NO. 2022-16 (Amending Resolution No. 2021-03, Adopted on January 13, 2021)

AMENDMENT TO RESOLUTION NO. 2021-03, ADOPTED ON JANUARY 13, 2021, APPROVING A FOURTEENTH AMENDATORY AGREEMENT WITH UNIVERSITY CITY SCIENCE CENTER RE: PARCEL NOS. 13A AND 13C, LOCATED IN THE UNIVERSITY CITY URBAN RENEWAL AREA, UNIT NO. 3

WHEREAS, the Philadelphia Redevelopment Authority (the "Authority") entered into a Redevelopment Agreement with University City Science Center ("UCSC") dated November 26, 1965, for the development of certain parcels of property located within the University City Urban

Renewal Area, Unit No. 3, including two (2) undeveloped parcels ("Parcel 13A" and "Parcel 13C"), which are owned by the University City Science Center.

WHEREAS, the parties subsequently executed First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Amendatory Agreements, and other Extension Agreements.

WHEREAS, the Redeveloper has completed construction on eighteen (18) of the original twenty (20) parcels conveyed subject to the Redevelopment Agreement, and only Parcel 13A and Parcel 13C remain undeveloped.

WHEREAS, UCSC has requested an amendment to Resolution No. 2021-03, adopted by the Authority on January 13, 2021, further extending the construction commencement date and construction completion date with respect to Parcel 13A and Parcel 13C.

WHEREAS, the Authority has determined that it is in the best interest of the parties to amend Resolution No. 2021-03, adopted by the Authority on January 13, 2021, in order to better effectuate the purpose and undertakings of the parties thereto.

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that Resolution No. 2021-03, adopted January 13, 2021, is amended to modify the construction commencement and completion dates for Parcel 13A and Parcel 13B as follows:

UCSC shall commence construction of the proposed development of Parcel 13A by January 1, 2024 (the "Construction Commencement Date") and shall complete construction of the proposed development of both Parcel 13A and Parcel 13C to the satisfaction of the Authority and in accordance herewith by January 1, 2026 (the "Construction Completion Date"), unless such dates are extended as set forth below. Notwithstanding the above, provided that (i) Design Development Plans for the development of Parcel 13C have been submitted to and approved by the Authority prior to July 31, 2024, and (ii) a Certificate of Completion relative to the development of Parcel 13A has been issued by the Authority prior to the Construction Completion Date, UCSC shall have the option to extend the Construction Completion Date relative to Parcel 13C for two (2) additional one (1) year periods (i.e., January 1, 2028 if Redeveloper extends for two (2) years) upon payment to the Authority of One Hundred Thousand Dollars (\$100,000) for each year which UCSC seeks an extension of the Construction Completion Date.

FURTHER RESOLVING, that all other terms of Resolution No. 2021-03, adopted January 13, 2021, shall remain in full force and effect.

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

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



OLD BUSINESS

Mr. Thomas recognized Mr. Haskins and invited her to speak. Ms. Haskins stated that the Germantown YMCA building has been front and center for the community over the last few months. Ms. Haskins stated that the community has not been provided with an update over the past few months and that she plans to send a letter with specific concerns. Ms. Haskins stated that her plan today is to ask questions so the community can understand the status of the process. Ms. Haskins further stated that she submitted a Right to Know Request a while ago, but there was a mix up and she hopes that her request is in process. Mr. Harmon responded that the Authority is working through the request; however, unfortunately, because this project was initiated in 2015 or 2016 there are numerous documents and the Authority may need a short extension to respond. Mr. Harmon further stated that he hopes to complete the request as soon as we can. Ms. Haskins replied thank you.

Ms. Haskins asked, with respect to the RFP, does the Authority have a schedule or anything to state about when the Authority will be developing a new RFP or a new developer? Mr. Rodriguez responded that there have been internal conversations about next steps and about the appropriate requirements needed to bring the property back into service and its use, and how to coordinate that with existing resources that have recently come online. Mr. Rodriguez stated there are still have some outstanding items to be resolved before he could outline any kind of plan because there are some variables which need to be resolve before making any public statement. Ms. Haskins asked why the community is not privy to such information until everything is resolved. Mr. Rodriguez responded that it is possible the information could change due to the different variables involved, but that it is a fluid situation.

Ms. Haskins stated that there are requests that she wants to bring to the Authority's attention and that the community would like to know if there is a strategy regarding how the community will be involved in the decision-making process – project planning, design, and delivery – and how will the issue of community engagement be addressed. Ms. Haskins indicated that she was aware that the Authority hired someone for community engagement for past projects, but that there is no such facilitator to assure community engagement on this project. Ms. Haskins asked if there is some way that she could have the Authority consider that. Mr. Rodriguez replied that community engagement

is one of the considerations and, if you recall, the former Board Chair made a commitment to community engagement and that has not changed. Mr. Rodriguez further stated that there are certain items to close-out and look at such as new resources like NPI funds and determine how that is going to be utilized, as well as other items, to make sure that when the Authority does issue a new development opportunity it is successful and does not take as long as so avoid the false starts. Mr. Rodriguez stated that the Authority did hear the community's input and is still committed to having community input and that has not changed. Furthermore, the Authority understands that there are critical developments in the area, including the Settlement Property, and the Authority will make sure an action plan is maintained.

Ms. Haskins asked to whom should she send her letter? Mr. Rodriguez asked that the letter be sent to Mr. Thomas, Mr. Harmon, and himself. Ms. Haskins urged the Authority to be transparent in the RFP process and that she will discuss this in her letter. Mr. Rodriguez noted that much has changed with dispositions and that the Authority is subject to a disposition policy that has been in effect since January 2020 so in terms of scoring rubric, the Authority's timing to issue RFPs, along with expectations and deadlines, this is all stipulated in the legislation which the Authority will follow. Mr. Rodriguez stated this information will be posted on the website and asked Mr. Lawrence to post a copy of the disposition policy on the website.

Mr. Thomas recognized Ms. Weiss and invited her to speak. Ms. Weiss stated that she is following up on certain Lower Germantown properties, the former "Settlement Properties". Ms. Weiss stated that it has been over three years since the Authority foreclosed on these properties and that the community is still waiting for Maple Corporation to have some kind of community engagement. Ms. Weiss explained that the community is tired of having blighted housing and blighted low-income housing that could house people, creating nothing but blight. Ms. Weiss stated that the Hammonwell property located at Lena Street and Church Lane has boarded up windows along the Church Lane side and the windows on Germantown and Seymore are left open and that this is such a burden on the community. Ms. Weiss stated that there needs to be some way to expedite the process of getting these properties rented and available to people.

Ms. Weiss suggested that the Authority consider fixing these properties and renting them as quickly as possible to people who need housing and perhaps collecting rent and in five years reassessing what is going to happen to those properties and in the meantime using that rent to make improvements to the area where these houses have been blighted for years, decades. Ms. Weiss stated that people are tired of waiting and seeing nothing but crime centered around these houses and that she would appreciate any consideration. Mr. Thomas responded the Authority foreclosed on these properties a few years ago, the Authority was only able to gain control of these properties within the last eight months and that the Authority's objective is to move forward as fast as possible.

Mr. Thomas recognized Ms. Dooley and invited her to speak. Ms. Dooley stated that she put a long comment in the chat feature regarding the length of time it took in 2015 when the initial proposal to develop the Germantown YMCA had come in from Mission First Housing and that there was a community meeting where most people supported that proposal in January 2015; however, the councilperson opposed it. Ms. Dooley stated that the councilperson asked that a new RFP be issued because the original RFP was not competitive enough – there had been only one submission to the original RFP. Ms. Dooley stated it took the Authority until July 2016 to reissue the RFP and until

November 2016 to approve KBK which was 22 months. Ms. Dooley pointed out that buildings demolish themselves by neglect and being empty and that the Authority had ownership of this building for almost 20 years and, during that time, the building had two fires. Ms. Dooley indicated that she has scandalous pictures of the interior while the Authority possessed the building in 2012 and 2013 and it would break your heart to see these pictures which she will send to the Board. Ms. Dooley stated that blighted buildings cause crime, result in people dying, and neighborhoods from progressing. Ms. Dooley stated that about a half block away from where the YMCA sits empty, which the Authority has owned for over 15 years, a man was murdered last week and right outside this building people gamble, sell drugs and the open-air drug dealing has been non-stop and that is what blight does to neighborhoods. Ms. Dooley stressed that the residents are sick of it, want it to stop, and do not want to hear that there are things the Authority cannot tell residents or that there are things the Authority is discussing. Ms. Dooley stated that she attended the Authority's board meeting in December 2021 and that she was told the Authority needs to discuss certain things internally and then the community engagement process will start. Ms. Dooley stated that over four months ago the Authority revoked KBK's preferred developer status after they did nothing for five years. Ms. Dooley stated that the people who signed her petition will be dead from old age and that some are already deceased. Ms. Dooley asked how can the Authority feel good about itself as a governmental agency when it cannot serve the community it is supposed to serve. Ms. Dooley stated that this should not take twenty, fifteen, or even five years. Ms. Dooley asked if the Authority thinks that the residents will get tired or old and quit or die. Ms. Dooley called out Mr. Rodriguez and stated that the residents want some action and that they do not want to hear that the Authority is discussing things or that there are things the Authority cannot say. Ms. Dooley further stated that the community worked hard to save this building from demolition in 2015 and it is now 2022. Ms. Dooley pleaded that the Authority be forthright and tell the community what is going on.

Mr. Thomas replied that he shares her frustration and, on behalf of the Board, he apologized for all the time it has taken to figure this out. Mr. Thomas stated that the Authority is committed to resolving this situation as fast as possible. Mr. Thomas stated that he understands about the blight in this community and understands the frustration. Mr. Thomas acknowledged there were two fires, but that the Authority implemented corrective measures to stabilize the building. Mr. Thomas stated that the Authority needs to do a better job, but unfortunately, Mr. Rodriguez is not in the position to provide any new information. Mr. Thomas stated that Mr. Rodriguez will involve the community and be as transparent as possible.

Mr. Thomas recognized Mr. Buckley from Turtlebug and invited him to speak. Mr. Buckley stated that, as a Germantown resident, hearing comments from Ms. Weiss, and Ms. Dooley caused him to get teary eyed. Mr. Buckley reiterated the importance of taking care of buildings and not allowing them to become blighted because it is history crumbling around us. Mr. Buckley stated that someone has to standup and take care of these buildings and not allow them to fall apart when they could be put to good use. Mr. Buckley stated that he has a question pertaining to the 13th and Bainbridge project. Mr. Buckley stated that he has been fascinated by the entire process and explained that he is a pre-school teacher trying to preserve some land for natural play in Hawthorn. Mr. Buckley asked about the community contribution listed on the developer's proposal in the amount of \$50,000 and if those funds will be going to the community, to Hawthorn, to several organizations, one organization, or to an RCO. Mr. Buckley asked if someone could explain the process. Mr. Rodriguez responded that the Authority will review the proposal to ascertain how the

\$50,000 is intended to be distributed. Mr. Rodriguez stated that this will be addressed at the next meeting. Mr. Thomas indicated that the Authority will provide an answer when this project comes to the Board which is probably next month.

Mr. Thomas recognized Ms. Robinson and invited her to speak. Ms. Robinson stated that she is a professional real estate broker and it is painful to listen to what is taking place in the Germantown community - there has to be a better answer, and we need to do better. Ms. Robinson stated that she supports the Germantown residents one-hundred percent.



NEW BUSINESS

Mr. Thomas 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, Mr. Thomas declared the meeting adjourned at 4:50 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 March 9, 2022

Attended	User Name (Original Name)
Yes	Sabra Townsend
Yes	Ed McColly
Yes	Reneé Cunningham
Yes	Tenaja
Yes	Tyreeka Richards
Yes	Megan McCoy
Yes	Jacquie Sims
Yes	Turtlebug
Yes	a weiss/SoLo
	Bernard: Friends of Germantown
Yes	YWCA
Yes	Ann Doley
Yes	Sophia Fox
Yes	Tamika Milburn
Yes	Keith Regan
Yes	Keith Regan
Yes	Corinne O'Connell
Yes	Sonya Nickerson
Yes	jamila.davis
Yes	Elam Boockvar-Klein (He/Him)
Yes	Resource Development
Yes	yvonne haskins
Yes	HFHP Build Team
Yes	Julie Stapleton Carroll
Yes	Nicole Hostettler
Yes	Judith Robinson
Yes	Emaleigh Doley
Yes	James Jackson
Yes	Todd Hestand
Yes	Tom Mahon



BOARD FACTSHEET

Meeting of March 9, 2022 Conveyance of Title of City Properties through Philadelphia Redevelopment Authority to Philadelphia Land Bank

Nature of Transaction: The Philadelphia Redevelopment Authority 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 was approved for the conveyance to the Philadelphia Land Bank in collaboration with the 2nd Council District and 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: Brian Romano Reviewed by: Jessie Lawrence

EXHIBIT "A"

2nd Council District Properties

1900-02 Point Breeze Avenue 2111 Sigel Street

5th Council District Properties

1446 N. Dover Street

1446 N. Newkirk Street

1629 N. Marston Street

1631 N. Bailey Street



BOARD FACTSHEET

Meeting of March 9, 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 and 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).

Prepared by: Cristina Martinez, Development Specialist Reviewed by: Jessie Lawrence, Director of Real Estate

EXHIBIT "A"

2nd Council District Properties

2123 Fernon Street

5th Council District Properties

2709 W. Arizona Street

627 N. Camac Street

1416 N. Franklin Street

1549 N. Franklin Street

1641 N. Marston Street

1232-38 Parrish Street

1413 N. Perth Street

1446 N. Perth Street

2500 Turner Street

2706 W. York Street

1423 N. 7th Street

616 N. 10th Street



BOARD FACTSHEET Meeting of March 9, 2022

Approval of Agreement for Landscape Maintenance Services with Christopher Bunch, Individually and Doing Business as Paving the Way Landscaping

Ground Maintenance Service the Logan Triangle Section of Philadelphia

NATURE OF TRANSACTION:

The approval of an Agreement for Landscape Maintenance Services (the "Agreement") between the Philadelphia Redevelopment Authority (the "Authority") and Christopher Bunch, individually and doing business as Paving the Way Landscaping ("Provider"), to provide grounds maintenance at the property known as the "Logan Triangle", which is approximately thirty-six (36) acres and is bounded by 11th Street to the west, Loudon Street to the north, W. Wingohocking to the south and Roosevelt Boulevard and N. Marshall Street to the east.

This is a one (1) year contract with options to renew for two (2) additional years, to be exercised at the sole discretion of the Authority.

SELECTION PROCESS:

On April 8, 2021, the Authority issued a Request for Proposals ("RFP") soliciting proposals from qualified landscaping firms for grounds maintenance in the Logan Triangle. All bids were due by May 7, 2021. The Authority received three (3) responses to the RFP. Provider was selected by the project review team.

Compensation for the services is as follows ("Compensation"):

	Year 1	Year 2	Year 3
Paving the Way Landscaping 615 Wynnewood Road Philadelphia, PA	\$64,116	\$67,322	\$70,688
MBE Certified			

The Authority selected Provider as the most responsive bidder. Provider demonstrated its operational capacity by providing references, previous contract information and an equipment list.

Provider is a certified Minority Business Enterprise ("MBE") and, as such, the actual MBE participation will be 100%.

Proposed Resolution is attached.

Prepared By: Ryan Harmon Reviewed By: Jessie Lawrence



BOARD FACTSHEET

Meeting of March 9, 2022 Amendment to Resolution No. 2021-66, adopted September 8, 2021

Habitat for Humanity Philadelphia, Inc.

NAME OF DEVELOPER/APPLICANT: Habitat for Humanity Philadelphia, Inc.

Nature of Transaction: The Board is requested to amend Resolution No. 2021-66, adopted on September 8, 2021, approving Habitat of Humanity Philadelphia, Inc. ("Habitat") as Developer of 1604-08, 1610, 1612, 1614 and 1616 Page Street. Due to community concerns, Habitat has requested an amendment to delete the property located at 1616 Page Street from the project. Staff has considered and agreed to Habitat's request and the project addresses as amended will be known as: 1604-08, 1610, 1612 and 1614 Page Street.

The Board is also requested to approve changes in the submitted plans that will decrease the unit count from seven (7) to six (6) single-family affordable homeownership units. The modified plans have been reviewed and approved for conformity by the Philadelphia City Planning Commission.

Legal Entity/Other Partners (if applicable): Habitat for Humanity Philadelphia, Inc.

- Phil Patrone Chair
- Donald Moore Treasurer, Chair-Elect
- Jim Paterno Secretary
- Tom Schneberger Executive At-Large
- Tamika Artis Habitat Homeowner

Mailing Address: 1829 N. 19th Street, Philadelphia, PA, 19121

PROPERTY DESCRIPTION: 1604-08 Page Street - 2,481 sq. ft.

1610 Page Street - 819 sq. ft. 1612 Page Street - 809 sq. ft. 1614 Page Street - 844 sq. ft.

Zoning: RM-1 Use: Residential

Disposition Value: Nominal (\$6.00)

Item II (a)

The City of Philadelphia's Land Disposition Policy allows for discounted pricing for projects that have a demonstrated community and social impact. In support of the project's community and social benefit impact, the Properties shall have a Declaration of Restrictive Covenants targeting affordable rental units for low-income individuals and/or families at or below 60% AMI.

FINANCING:

The developer is purchasing the properties listed above; documentation of available funds in an amount no less than the total project cost has been provided, see attached outline of sources and uses.

COMMENTS OR OTHER CONDITIONS:

Acquisition and commencement of construction of the proposed project is estimated to start three (3) months after closing with construction completion within twenty-four months after closing.

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.

Per Chapter 17-1600 of the Philadelphia Code, the Economic Opportunity Plan ranges have been approved by the City and Redeveloper will utilize a sweat equity model for development resulting in 0% MBE and 0% WBE participation.

Proposed resolution and photo are attached.

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



BOARD FACTSHEET

Meeting of March 9, 2022 Amendment to Resolution No. 2021-03, Adopted on January 13, 2021

Fourteenth Amendment to Redevelopment Agreement
University City Science Center

Parcel Nos. 13A and 13C (SW Corner of 38th & Market Streets)

NAME OF DEVELOPER/APPLICANT: University City Science Center

Nature of Transaction: Amendment to Resolution No. 2021-03, adopted by the Philadelphia Redevelopment Authority ("Authority") Board of Directors on January 13, 2021, modifying the construction commencement and completion dates for two (2) undeveloped parcels ("Parcel 13A" and "Parcel 13C") located in the University City Urban Renewal Area, Unit No. 3 (SW Corner of 38th & Market Streets) which are owned by the University City Science Center ("UCSC").

BACKGROUND:

History: The Authority entered into a Redevelopment Agreement with UCSC in 1965 for approximately twenty (20) parcels in the University City Urban Renewal Area, Unit No. 3. Parcel 13A and Parcel 13C are the last two (2) undeveloped parcels.

Pursuant to Resolution No. 2021-03, adopted by the Authority Board of Directors on January 13, 2021, the Authority was authorized to enter into a Fourteenth Amendment to the Redevelopment Agreement with UCSC extending the construction commencement and completion dates for Parcel 13A and Parcel 13C for three (3) years such that the new construction commencement date was January 1, 2024, and the new construction completion date was January 1, 2026. USCS also agreed to pay an administrative fee in the amount of One Hundred Thousand Dollars (\$100,000) upon full execution of the proposed Fourteenth Amendment and agreed to certain other conditions as set forth below.

Apart from the payment of the administrative fee in the amount of One Hundred Thousand Dollars (\$100,000) and the extension of the construction commencement and completion dates as discussed above, UCSC also agreed to the following conditions which were authorized by the Authority Board of Directors, which are incorporated into the proposed Fourteenth Amendment:

1. If the project has a residential component as part of the development of the remaining parcels, UCSC will commit to not less than ten percent (10%) of the development's residential units as having a maximum monthly rent calculated as follows: multiplying 0.3 by HUD's Income Limits for 50% of the Area Median

Income ("AMI") for Philadelphia-Camden-Wilmington, PA, NJ, DE, MD MSA, using Pennsylvania Housing Finance Agency ("PHFA") Rent and Income Limit guidance identifying the appropriate rent level for different unit sizes. UCSC shall not have the option to make any payment-in-lieu into the Housing Trust Fund. UCSC may use the aforementioned commitment to on-site affordable housing to seek to participate in the City of Philadelphia's (the "City") Mixed-Income Zoning Bonus program.

- 2. The development of these two parcels will remain subject to the Authority's Percent for Art Program and all other obligations of the Redevelopment Agreement, as previously amended.
- 3. UCSC and its development partners will develop a plan to be approved by the Authority to advertise any entry level job openings at the property in a manner consistent with the goals and objectives of the City's First Source program. UCSC shall include this plan in any lease or purchase agreement related to the development of the property, including with future tenants or property owners.
- 4. Postings for any jobs offered by businesses in the project and accessible to City residents will be provided to applicable Registered Community Organizations as they become available.
- 5. UCSC shall provide, or cause to be provided, not less than one thousand (1,000) square feet of no-rent or low-rent (i.e., operating expenses only) space that is set aside at all times for a community serving nonprofit.

REQUEST:

The Board is requested to authorize an amendment to Resolution No. 2021-03, adopted by the Authority Board of Directors on January 13, 2021, modifying the construction commencement and completion dates for Parcel 13A and Parcel 13B as follows:

UCSC shall commence construction of the proposed development of Parcel 13A by January 1, 2024 (the "Construction Commencement Date"), and shall complete construction of the proposed development of both Parcel 13A and Parcel 13C to the satisfaction of the Authority and in accordance herewith by January 1, 2026 (the "Construction Completion Date"), unless such dates are extended as set forth below. Notwithstanding the above, provided that (i) Design Development Plans for the development of Parcel 13C have been submitted to and approved by the Authority prior to July 31, 2024, and (ii) a Certificate of Completion relative to the development of Parcel 13A has been issued by the Redevelopment Authority prior to the Construction Completion Date, Redeveloper shall have the option to extend the Construction Completion Date relative to Parcel 13C for two (2) additional one (1) year periods (i.e., January 1, 2028 if

Redeveloper extends for two (2) years) upon payment to the Authority of One Hundred Thousand Dollars (\$100,000) for each year which Redeveloper seeks an extension of the Construction Completion Date.

Because the Fourteenth Amendment has not yet been finalized and executed, the Board is requested to authorize an amendment to Resolution No. 2021-03, adopted by the Authority Board of Directors on January 13, 2021, to extend the Construction Commencement Date and Construction Completion Date as set forth above. All other terms of Resolution No. 2021-03, adopted by the Authority Board of Directors on January 13, 2021, not specifically amended herein shall continue in full force and effect.

Proposed Resolution is attached.

Prepared by: Brian Romano Reviewed by: Jessie Lawrence

RESOLUTION NO.

RESOLUTION APPOINTING SUSAN VARGHESE AS INTERIM GENERAL COUNSEL OF THE PHILADELPHIA REDEVELOPMENT AUHORITY

WHEREAS, pursuant to Article V, Section 4 of the Philadelphia Redevelopment Authority ("Authority") Bylaws, the Board of Directors ("Board") for the Authority is required to appoint a General Counsel to advise the Board and staff of all legal matters affecting the Authority's operations and to perform related work as required;

WHEREAS, the Authority desires to appoint an Interim General Counsel with the required experience in the practice of law to provide supervision and leadership relative to the legal affairs of the Authority;

WHEREAS, Susan Varghese currently serves as Legal Director for the Philadelphia Housing Development Corporation and handles various Authority work;

WHEREAS, the Board has determined that Susan Varghese is qualified to serve as Interim General Counsel and Susan Varghese is willing to accept this position.

NOW THEREFORE, BE IT RESOLVED that Susan Varghese is hereby appointed Interim General Counsel of the Philadelphia Redevelopment Authority retroactively effective April 4, 2022.



BOARD FACTSHEET

Meeting of April 13, 2022 Subordination Agreement between Discovery Charter School, Inc, U.S. Bank Trust Company, N.A., and Philadelphia Redevelopment Authority concerning 4700 Parkside Avenue

PARTIES: (1) Discovery Charter School, Inc. ("**Borrower**"), (2) U.S. Bank Trust Company, N.A ("**U.S. Bank**"), and (3) Philadelphia Authority for Industrial Development ("**PAID**")

Background: In March 2012, PAID issued Revenue Bonds (Discovery Charter School Project) Series 2012 in the amount of \$13,445,000 which have a final maturity of April 1, 2042 and an optional redemption date of April 1, 2022, at par and without penalty ("**2012 Bonds**").

The proceeds of the 2012 Bonds were loaned by Bank of New York Mellon Trust Company, N.A. ("BNY Mellon") to Borrower ("BNY Mellon Loan") and were used to finance, among other things, (i) the acquisition of 4700 Parkside Avenue, Philadelphia, Pennsylvania ("Property"); (ii) the construction, renovation, installation, and equipping of a school facility thereon; and (iii) the funding of a debt service reserve fund. The BNY Mellon Loan is secured by a first mortgage against the Property ("BNY Mellon Mortgage").

On September 27, 2012, the Philadelphia Redevelopment Authority ("Authority") extended a \$200,000 loan to the Borrower to provide funds to reimburse the Borrower for a portion of the cost to acquire the Property ("Authority Loan") which is secured by a second mortgage against the Property ("Authority Mortgage"). The Authority Loan is non-amortizing, with the entire principal sum of \$200,000 being due at maturity on September 27, 2042 ("Maturity Date"). Except in an event of default, the Authority Loan bears no interest. The unpaid principal balance and any accrued interest is due and payable upon the earlier to occur of (i) sale of the Property; (ii) the Maturity Date; or (iii) the occurrence of an event of default.

Borrower has requested PAID to issue its 2022 Tax-Exempt Bonds in a proposed amount of \$13,805,000 and its 2022 Taxable Bonds in a proposed amount of \$160,000 (collectively, "2022 Bonds"). The proceeds of the 2022 Bonds will be loaned to Borrower by U.S. Bank ("U.S. Bank Loan") and will be used, among other things, to pay off the 2012 Bonds/BNY Mellon Loan. The U.S. Bank Loan will be secured by a mortgage against the Property for \$13,965,000 ("U.S. Bank Mortgage").

The primary purpose of the 2022 Bonds/U.S. Bank Loan is to achieve debt service savings and provide funds to fit out previously constructed shell space for use as additional classroom space. The proceeds (including any bond sales premium) are

expected to be used as follows: (i) approximately \$11.4 million to repay the outstanding amount of the 2012 Bonds/BNY Mellon Loan; (ii) approximately \$2.47 million for various capital improvements and upgrades including improvement of a 10,000 square foot unfinished portion of the building as classrooms to allow for expanded programs and related soft costs for architecture and permits and certain furniture, fixtures, and equipment; and (iii) the remaining proceeds are intended to fund a debt service reserve fund for the 2022 Bonds and to fund costs of issuance, such as underwriter's discount and professional fees. The 2022 Bonds are expected to mature in 2052.

After the BNY Mellon Loan is paid, the only indebtedness the Borrower will have is the U.S. Bank Loan and the Authority Loan. Borrower does not have, nor does it anticipate any other indebtedness.

As a condition to refinancing the 2012 Bonds/BNY Mellon Loan, U.S. Bank requires that the Authority enter into a subordination agreement to subordinate the Authority Mortgage to the U.S. Bank Mortgage and to consent to the making of the priority obligations under the 2022 Bonds.

Nature of Request: Authority staff seeks authorization to enter into a subordination agreement to, among other things:

- (A) subordinate the Authority Mortgage to the U.S. Bank Mortgage; and
- (B) consent to the making of the priority obligations under the 2022 Bonds.

A proposed Resolution is attached.

Prepared by: Steve Cusano Reviewed by: Susan Varghese

RESOLUTION NO.

RESOLUTION AUTHORIZING A SUBORDINATION AGREEMENT IN FAVOR OF U.S. BANK TRUST COMPANY, N.A

WHEREAS, in March 2012, the Philadelphia Authority for Industrial Development ("PAID") issued certain bonds in the amount of \$13,445,000 ("2012 Bonds"), the proceeds of which were loaned by Bank of New York Mellon Trust Company, N.A. ("BNY Mellon") to Discovery Charter School, Inc. ("Borrower") and were used to finance, among other things, the acquisition of 4700 Parkside Avenue, Philadelphia, Pennsylvania ("Property") and the construction, renovation, installation, and equipping of a school facility thereon ("BNY Mellon Loan").

WHEREAS, the BNY Mellon Loan is secured by a first mortgage against the Property ("BNY Mellon Mortgage").

WHEREAS, on September 27, 2012, the Philadelphia Redevelopment Authority ("Authority") extended a \$200,000 loan to reimburse Borrower for a portion of the cost to acquire the Property which is secured by a second mortgage against the Property ("Authority Mortgage").

WHEREAS, Borrower recently requested PAID to issue certain other bonds in a proposed amount of \$13,965,000 ("2022 Bonds"), the proceeds of which will be loaned to Borrower by U.S. Bank ("U.S. Bank Loan") and be used to, among other things, pay off the outstanding amount of the 2012 Bonds/BNY Mellon Loan and to implement various capital improvements.

WHEREAS, the U.S. Bank Loan will be secured by a mortgage against the Property ("U.S. Bank Mortgage").

WHEREAS, Borrower has requested that the Authority enter into a subordination agreement to subordinate the Authority Mortgage to the U.S. Bank Mortgage and to consent to the priority obligations under the 2022 Bonds.

WHEREAS, the Authority Board has carefully considered this request and the factors giving rise thereto.

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that authorization is hereby given to enter into a subordination agreement in favor of U.S. Bank to:

- 1. subordinate the Authority Mortgage to the U.S. Bank Mortgage;
- 2. consent to the making of the priority obligations under the 2022 Bonds; and
- 3. provide other terms and conditions as are acceptable to the Deputy Executive Director of Real Estate and the General Counsel.

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

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



BOARD FACTSHEET

Board Meeting of April 13, 2022 Settlement of Litigation and Related Claims 2432 N. Bouvier Street

2345 N. Garnet Street

2347 N. Garnet Street

Litigation Captions:

- 1. Fox Hill Partners, LLP (a/k/a Fox Hill Partners LP) v. Philadelphia Redevelopment Authority et al., Philadelphia County Court of Common Pleas, June Term, 2021, No. 02637 (relative to 2432 N. Bouvier Street).
- 2. Oak Hill Properties, LLC v. Philadelphia Redevelopment Authority et al., Philadelphia County Court of Common Pleas, June Term, 2021, No. 02610 (relative to 2345 N. Garnet Street).
- 3. Oak Hill Properties, LLC v. Philadelphia Redevelopment Authority et al., Philadelphia County Court of Common Pleas, June Term, 2021, No. 02558 (relative to 2347 N. Garnet Street).

The foregoing cases shall be referred to herein, collectively, as the "Litigation".

Nature of Litigation: The Board is requested to authorize the Authority to enter into Settlement Agreements (the "Agreements") with the respective Plaintiffs in the Litigation to resolve all claims presented in the Litigation and all other claims related to the disputed ownership of the properties located at 2432 N. Bouvier Street, 2345 N. Garnet Street and 2347 N. Garnet Street (collectively, the "Properties"). The terms and conditions of the Agreements are contained in a Confidential Settlement Memorandum that has been provided to the Board.

PROPERTY INFORMATION: 2432 N. Bouvier Street, 2345 N. Garnet Street and 2347 N. Garnet Street, Philadelphia, Pennsylvania (collectively, the "Properties")

COMMENTS OR OTHER CONDITIONS:

Through negotiations, the respective Plaintiffs, who claim to be the current title holders to the Properties, and the Authority, who also claims to be the current title owner of the Properties, are willing to release all claims presented in the Litigation and all other claims related to the disputed ownership of the Properties provided both parties comply with the terms and conditions of the Agreements.

Proposed Resolution is attached.

Prepared by: Susan Varghese

RESOLUTION AUTHORIZING SETTLEMENT WITH FOX HILL PARTNERS, LLP AND OAK HILL PROPERTIES, LLC OF LITIGATION AND RELATED CLAIMS INVOLVING THE PROPERTIES LOCATED AT 2432 N. BOUVIER STREET, 2345 N. GARNET STREET AND 2347 N. GARNET STREET

WHEREAS, Fox Hill Partners, LLP ("**Fox Hill**"), Oak Hill Properties, LLC ("**Oak Hill**") and the Philadelphia Redevelopment Authority (herein, the "**Authority**") are parties to that certain litigation docketed as:

- 1. Fox Hill Partners, LLP (a/k/a Fox Hill Partners LP) v. Philadelphia Redevelopment Authority et al., Philadelphia County Court of Common Pleas, June Term, 2021, No. 02637 (relative to 2432 N. Bouvier Street).
- 2. Oak Hill Properties, LLC v. Philadelphia Redevelopment Authority et al., Philadelphia County Court of Common Pleas, June Term, 2021, No. 02610 (relative to 2345 N. Garnet Street).
- 3. Oak Hill Properties, LLC v. Philadelphia Redevelopment Authority et al., Philadelphia County Court of Common Pleas, June Term, 2021, No. 02558 (relative to 2347 N. Garnet Street) (collectively, the "**Litigation**"); and

WHEREAS, the Litigation involves competing ownership claims between Fox Hill, Oak Hill and the Authority relative to the properties located at 2432 N. Bouvier Street, 2345 N. Garnet Street and 2347 N. Garnet Street, Philadelphia, Pennsylvania (collectively, the "**Properties**"); and

WHEREAS, Oak Hill, Fox Hill and the Authority have deemed it desirable to resolve all claims presented in the Litigation and all other claims that have been or could be raised relative to the Properties amicably in accordance with the terms of the proposed Settlement Agreements ("Agreements"), subject to Board approval; and

WHEREAS, General Counsel has provided the Board with a Confidential Settlement Memorandum outlining the material terms and conditions of the proposed Agreements; and

WHEREAS, Oak Hill, Fox Hill and the Authority are willing, subject to Board approval, to release all claims presented in the Litigation and all other claims related to the disputed ownership of the Properties provided the terms and conditions of the proposed Agreements are complied with; and

WHEREAS, General Counsel for the Authority recommends that this matter be resolved in accordance with these terms and conditions of the proposed Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority that the Deputy Executive Director of Real Estate is hereby authorized to execute Settlement Agreements in accordance with the terms of the Confidential Settlement Memorandum and to release all claims presented in the Litigation and all other claims related to the disputed ownership of the Properties provided all parties comply with the terms and conditions of the proposed Agreements.

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 purpose and intents.



BOARD FACTSHEET

Meeting of April 13, 2022 Lease Amendment, Assignment and Assumption Agreement 1260 Housing Development Corporation and MF Mid City LLC Mid-City Y

NAME OF DEVELOPER/APPLICANT: 1260 Housing Development Corporation ("1260 HDC") and MF Mid City LLC ("MF Mid City"). MF Mid City is an affiliated entity of Mission First Housing Development Corporation ("MF") and 1260 HDC.

Nature of Transaction: Authorization to enter into a Lease Amendment, Assignment and Assumption Agreement with 1260 HDC and MF Mid City, to, among other things, extend the lease term, as previously extended.

MF plans to renovate the Premises (defined below) in order to support its continued use as affordable housing. In order to support MF and 1260 HDC's plans to apply for low-income housing tax credits from the Pennsylvania Housing Finance Agency to raise the necessary funding for the development/rehabilitation of the Premises, (i) the Lease (as defined below) will need to be assigned to MF Mid City, who will apply for low-income housing tax credits, and (ii) the Lease will have to be amended to reflect a term of a minimum of ninety-nine (99) years from the effective date of such amendment.

LEASE AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT:

The Philadelphia Redevelopment Authority ("Authority") and Mid-City Residential Associates, L.P. ("Mid-City LP"), as tenant, entered into a certain Amended and Restated Lease dated February 12, 1998, and made effective as of February 26, 1998 (the "Lease"), for the fourth through seventh floors plus a portion of the first floor of the Mid-City Y building located at 2025-29 Chestnut Street (the "Premises"). The Lease was thereafter assigned by Mid-City LP to 1260 HDC pursuant to that certain Assignment, Assumption and Consent Agreement dated June 28, 2016, and made effective July 1, 2016.

Pursuant to the Lease, the term of the Lease is scheduled to expire on February 28, 2038 (the "Lease Termination Date").

1260 HDC desires to sell and MF Mid City desires to buy the Lease and assume, undertake and perform the obligations and responsibilities under the Lease, subject to the terms and conditions described herein.

The Authority, 1260 HDC and MF Mid City desire to amend the Lease, as previously amended, by, among other things, extending the Lease term, as previously extended. Specifically, the following terms are requested to be

incorporated into the Lease Amendment, Assignment and Assumption Agreement:

- 1. The Lease will be assigned by 1260 HDC to MF Mid City and MF Mid City agrees to assume all obligations under the Lease, as modified by the Lease Amendment, Assignment and Assumption Agreement.
- 2. The Lease term will be extended for a term of ninety-nine (99) years from the effective date of the Lease Amendment, Assignment and Assumption Agreement.
- 3. The rent due under the Lease as modified by the Lease Amendment, Assignment and Assumption Agreement will be Ten Dollars (\$10.00) for the term.
- 4. All improvements performed by MF Mid City in excess of Fifty Thousand Dollars (\$50,000) must be approved in advance by the Authority.
- 5. The Lease shall become a triple net lease, meaning MF Mid City shall be responsible for all the expenses related to the Premises, including real estate taxes, building insurance, and maintenance. It is anticipated that MF Mid City will enter into a Cost Sharing Agreement or other similar agreement with Freire Charter School ("Freire") outlining the cost sharing obligations between MF Mid City and Freire.
- 6. MF Mid City shall be given a right of first refusal option if and when the Authority receives a bona fide offer or response to a request for proposals (or other proposal issued by the Authority) (collectively, "Offer") from 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") to purchase and sell the fee interest in the Premises and the Authority is willing to accept such Offer.

COMMENTS OR OTHER CONDITIONS:

There is no new Redevelopment Agreement associated with the Premises — this is simply a lease modification and assignment. The Premises was previously developed by Mid-City LP and a Certificate of Completion was previously issued on January 13, 2000.

If approved by the Authority Board, a request to City Council will be submitted seeking approval of the Lease Amendment, Assignment and Assumption Agreement.

Proposed Resolution is attached.

Prepared by: Susan Varghese

RESOLUTION AUTHORIZING A LEASE AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN THE PHILADELPHIA REDEVELOPMENT AUTHORITY, 1260 HOUSING DEVELOPMENT CORPORATION AND MF MID CITY LLC FOR THE FOURTH THROUGH SEVENTH FLOORS, PLUS A PORTION OF THE FIRST FLOOR, OF THE MID-CITY Y BUILDING LOCATED AT 2025-29 CHESTNUT STREET

WHEREAS, the Philadelphia Redevelopment Authority ("Authority") and Mid-City Residential Associates, L.P. ("Mid-City LP"), as tenant, entered into a certain Amended and Restated Lease dated February 12, 1998, and made effective as of February 26, 1998 (the "Lease"), for the fourth through seventh floors plus a portion of the first floor of the Mid-City Y building located at 2025-29 Chestnut Street (the "Premises").

WHEREAS, the Lease was thereafter assigned by Mid-City LP to 1260 Housing Development Corporation ("1260 HDC") pursuant to that certain Assignment, Assumption and Consent Agreement dated June 28, 2016, and made effective July 1, 2016.

WHEREAS, pursuant to the Lease, the term of the Lease is scheduled to expire on February 28, 2038 (the "Lease Termination Date").

WHEREAS, 1260 HDC desires to sell and MF Mid City LLC ("MF Mid City"), an affiliated entity of Mission First Housing Development Corporation ("MF") and 1260 HDC, desires to buy the Lease and assume, undertake and perform the obligations and responsibilities under the Lease, subject to the terms and conditions described herein.

WHEREAS, the Authority, 1260 HDC and MF Mid City desire to amend the Lease, as previously amended, by, among other things, extending the Lease term, as previously extended. Specifically, the following terms are requested to be incorporated into the Lease Amendment, Assignment and Assumption Agreement:

- 1. The Lease will be assigned by 1260 HDC to MF Mid City and MF Mid City agrees to assume all obligations under the Lease, as modified by the Lease Amendment, Assignment and Assumption Agreement.
- 2. The Lease term will be extended for a term of ninety-nine (99) years from the effective date of the Lease Amendment, Assignment and Assumption Agreement.
- 3. The rent due under the Lease as modified by the Lease Amendment, Assignment and Assumption Agreement will be Ten Dollars (\$10.00) for the term.
- 4. All improvements performed by MF Mid City in excess of Fifty Thousand Dollars (\$50,000) must be approved in advance by the Authority.

- 5. The Lease shall become a triple net lease, meaning MF Mid City shall be responsible for all the expenses related to the Premises, including real estate taxes, building insurance, and maintenance. It is anticipated that MF Mid City will enter into a Cost Sharing Agreement or other similar agreement with Freire Charter School ("Freire") outlining the cost sharing obligations between MF Mid City and Freire.
- 6. MF Mid City shall be given a right of first refusal option if and when the Authority receives a bona fide offer or response to a request for proposals (or other proposal issued by the Authority) (collectively, "Offer") from 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") to purchase and sell the fee interest in the Premises and the Authority is willing to accept such Offer.

NOW THEREFORE, BE IT RESOLVED by the Philadelphia Redevelopment Authority that the Authority is authorized to execute a Lease Amendment, Assignment and Assumption Agreement with 1260 Housing Development Corporation and MF Mid City LLC which includes the terms set forth above and in the attached Fact Sheet.

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 April 13, 2022
Approval of Construction Contract
Seravalli, Inc.
Chew Playground Field Renovations

NATURE OF TRANSACTION:

The approval of a Construction Contract between the Philadelphia Redevelopment Authority (the "Authority"), as agent of the City of Philadelphia (the "City"), and Seravalli, Inc. ("Seravalli") for the Chew Playground Field Renovations project, located at 1800 Washington Avenue (the "Project"). The Project is part of the City's Rebuilding Community Infrastructure Program ("Rebuild").

The Project includes the removal of hazardous soil and the placement of clean soil at Chew Playground, drain cleanouts, removal of fencing, new sodding for the playground field with markings for football, soccer and baseball fields, grading, and furnishings.

SELECTION PROCESS:

On February 22, 2022, the Authority, as agent for the City, advertised a Request for Proposals for the Project. The Authority received two (2) proposals. Seravalli's proposal was selected by the Project review team.

Seravalli, Inc.

10059 Sandmeyer Lane Philadelphia, PA 19116 Total Base Bid: \$1,484,100

EOP Ranges set by Rebuild: 30-35% MBE; 15-20% WBE

FINANCING:

The Project will be funded with Bond Proceeds as outlined in the Subgrant Agreement between the Authority and the Philadelphia Authority for Industrial Development. The Subgrant Agreement allows for funds to be transferred to the Authority for Rebuild projects.

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

Prepared by: Robert LaBrum Reviewed by: Susan Varghese

RESOLUTION AUTHORIZING THE PHILADELPHIA REDEVELOPMENT AUTHORITY, AS AGENT FOR THE CITY OF PHILADELPHIA, TO ENTER INTO A CONSTRUCTION CONTRACT WITH SERAVALLI, INC. FOR THE CHEW PLAYGROUND FIELD RENOVATION PROJECT AT 1800 WASHINGTON AVENUE

WHEREAS, the Philadelphia Redevelopment Authority (the "Authority"), as agent for the City of Philadelphia (the "City"), issued a Request for Proposals ("RFP") seeking responses from qualified contractors willing and capable of performing the Chew Playground Field Renovation project, located at 1800 Washington Avenue (the "Project").

WHEREAS, Seravalli, Inc. ("Seravalli") submitted its response to the RFP, outlining its extensive experience.

WHERAS, Seravalli's proposal was selected by the Project review team.

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that authorization is hereby given to the Authority's Deputy Executive Director of Real Estate to enter into a Construction Contract, as agent for the City, with Seravalli for the Project, with a maximum compensation not to exceed One Million Six Hundred Thirty-Two Thousand Five Hundred Ten Dollars (\$1,632,510) (total Base Bid plus 10% Contingency).

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 and Construction Contract necessary or desirable to carry out its purposes and intents.

CHEW PLAYGROUND FIELD RENOVATION PROJECT 1800 WASHINGTON AVENUE





BOARD FACTSHEET

Meeting of April 13, 2022

Approval of Construction Contract

R.C. Legnini Company, Inc.

Lemon Hill Mansion Porch and Roof Restoration

NATURE OF TRANSACTION:

The approval of a Construction Contract between the Philadelphia Redevelopment Authority (the "Authority"), as agent for the City of Philadelphia ("City"), and R.C. Legnini Company, Inc. doing business as RC Legnini Building Contractors ("Legnini") for the Lemon Hill Mansion Porch and Roof Restoration project, located at Lemon Hill Drive, East Fairmount Park (the "Project").

The Project includes the renovation of the first (1st) and second (2nd) floor porches and roof at the Lemon Hill Mansion in East Fairmount Park.

SELECTION PROCESS:

The City solicited bids and has selected Legnini for the Project.

R.C. Legnini Company, Inc.

46 Pennsylvania Avenue Malvern, PA 19355 Total Base Bid: \$497,084

EOP Ranges set by the City's Office of Economic Opportunity (OEO): Best & Good Faith

Effort

BACKGROUND/FINANCING:

The Project will be funded with City Capital funds as outlined in the executed Grant Agreement between the Authority and the City. The Grant Agreement allows for funds to be transferred to the Authority for City projects.

Proposed Resolution and supporting Project information are attached (photograph).

Prepared by: Robert LaBrum Reviewed by: Susan Varghese

RESOLUTION AUTHORIZING THE PHILADELPHIA REDEVELOPMENT AUTHORITY, AS AGENT FOR THE CITY OF PHILADELPHIA, TO ENTER INTO A CONSTRUCTION CONTRACT WITH R.C. LEGNINI COMPANY, INC., DOING BUSINESS AS RC LEGNINI BUILDING CONTRACTORS, FOR THE LEMON HILL MANSION PORCH AND ROOF RESTORATION PROJECT, LOCATED AT LEMON HILL DRIVE, EAST FAIRMOUNT PARK

WHEREAS, the City of Philadelphia (the "City") solicited proposals seeking responses from qualified construction firms willing and capable of performing the Lemon Hill Porch and Roof Restoration project, located at Lemon Hill Drive, East Fairmount Park (the "Project").

WHEREAS, R.C. Legnini Company, Inc., doing business as RC Legnini Building Contractors ("Legnini"), submitted its response to the City, outlining its extensive experience. Legnini's proposal was selected by the City.

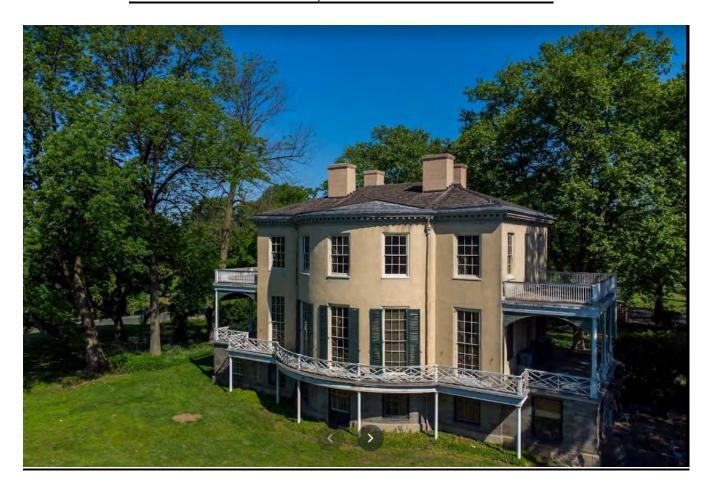
WHEREAS, the City requested the Philadelphia Redevelopment Authority (the "Authority") to enter into a Construction Contract, as agent for the City, with Legnini.

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that authorization is hereby given to the Authority's Deputy Executive Director of Real Estate to enter into a Construction Contract, as agent for the City, with Legnini for the Project, with a maximum compensation not to exceed Five Hundred Forty-Six Thousand Seven Hundred Ninety-Two Dollars and Forty Cents (\$546,792.40) (total Base Bid plus 10% Contingency).

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 and Construction Contract necessary or desirable to carry out its purposes and intents.

<u>LEMON HILL MANSION</u> <u>LEMON HILL DRIVE, EAST FAIRMOUNT PARK</u>





BOARD FACTSHEET

Meeting of April 13, 2022 Conveyance of Title of City Properties through Philadelphia Redevelopment Authority to Philadelphia Land Bank

Nature of Transaction: The Philadelphia Redevelopment Authority (the "PRA") will facilitate the conveyance of title of properties owned by the City (the "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 Councilmanic District, 2nd Councilmanic District, and 5th Councilmanic District.

PROPERTY INFORMATION:

The City properties attached hereto as Exhibit "A" will be conveyed to the Philadelphia 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 Councilmanic District Properties

2863 E. Amber Street 2106 E. Stella Street

2nd Councilmanic District Properties

6032 Chester Avenue

6050 Kingsessing Avenue

6052 Kingsessing Avenue

1554 S. Dover Street

3009 Wharton Street

1926 S. 60th St

<u>5th</u> Councilmanic District Property 667 N. 11th Street

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, 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 Philadelphia Redevelopment 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 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 Councilmanic District Properties

2863 E. Amber Street 2106 E. Stella Street

<u>2nd</u> <u>Councilmanic District Properties</u> 6032 Chester Avenue

6050 Kingsessing Avenue

6052 Kingsessing Avenue

1554 S. Dover Street

3009 Wharton Street

1926 S. 60th St

<u>5th</u> <u>Councilmanic District Property</u> 667 N. 11th Street



BOARD FACTSHEET

Meeting of April 13, 2022 Conveyance of Title of Philadelphia Redevelopment Authority Properties to the 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 was approved for conveyance to the Philadelphia Land Bank in collaboration with the 1st Councilmanic District Office, 2nd Councilmanic District, 3rd Councilmanic District, and the 5th Councilmanic 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 Reviewed by: Jessie Lawrence

EXHIBIT "A"

1st Councilmanic District

2868 Amber Street

2118 E. Monmouth Street

2132 E. Monmouth Street

2nd Councilmanic District

1308 S. Hollywood Street

1310 S. Hollywood Street

1312 S. Hollywood Street

3rd Councilmanic District

3716 Brown Street

3718 Brown Street

3720 Brown Street

3722 Brown Street

3724 Brown Street

3726 Brown Street

770 N. DeKalb Street

772 N. DeKalb Street

774 N. DeKalb Street

777 N. 38th Street

779 N. 38th Street

781 N. 38th Street

783 N. 38th Street

785 N. 38th Street

787 N. 38th Street

5th Councilmanic District

3100 Clifford Street

3101 Clifford Street

3113 Clifford Street

3118 Clifford Street

3123-29 Clifford Street

3126 Clifford Street

3130-34 Clifford Street

3101 Cecil B. Moore Avenue

3104-10 Cecil B. Moore Avenue

3109 Cecil B. Moore Avenue

3115 Cecil B. Moore Avenue

1510 N. Darien Street

1512 N. Darien Street

1514 N. Darien Street

1520-26 N. Darien Street

1530 N. Darien Street

- 1532 N. Darien Street
- 1534 N. Darien Street
- 1538 N. Darien Street
- 1540 N. Darien Street
- 1542 N. Darien Street
- 1550 N. Darien Street
- 1552 N. Darien Street
- 1554 N. Darien Street
- 1556 N. Darien Street
- 1558 N. Darien Street
- 1563 N. Darien Street
- 3109 Morse Street
- 1528 N. 8th Street
- 1540 N. 8th Street
- 1501-13 N. 9th Street
- 1545 N. 9th Street
- 1549 N. 9th Street
- 1551 N. 9th Street
- 670 N. 10th Street
- 672 N. 10th Street
- 1709-11 N. 31st Street
- 1713 N. 31st Street
- 1717 N. 31st Street
- 1717-31R N. 31st Street
- 1719 N. 31st Street
- 1721 N. 31st Street
- 1727 N. 31st Street
- 1729 N. 31st Street
- 1731 N. 31st Street
- 1741 N. 31st Street
- 1748 N. 31st Street
- 1749-51 N. 31st Street
- 1750 N. 31st Street
- 1752 N. 31st Street
- 1753 N. 31st Street
- 1754-56 N. 31st Street
- 1755 N. 31st Street
- 1757 N. 31st Street
- 1759 N. 31st Street
- 1814-22 N. 31st Street

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 qualify for transfer from the Philadelphia Redevelopment 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"

1st Councilmanic District

2868 Amber Street

2118 E. Monmouth Street

2132 E. Monmouth Street

2nd Councilmanic District

1308 S. Hollywood Street

1310 S. Hollywood Street

1312 S. Hollywood Street

3rd Councilmanic District

3716 Brown Street

3718 Brown Street

3720 Brown Street

3722 Brown Street

3724 Brown Street

3726 Brown Street

770 N. DeKalb Street

772 N. DeKalb Street

774 N. DeKalb Street

777 N. 38th Street

779 N. 38th Street

781 N. 38th Street

783 N. 38th Street

785 N. 38th Street

787 N. 38th Street

5th Councilmanic District

3100 Clifford Street

3101 Clifford Street

3113 Clifford Street

3118 Clifford Street

3123-29 Clifford Street

3126 Clifford Street

3130-34 Clifford Street

3101 Cecil B. Moore Avenue

3104-10 Cecil B. Moore Avenue

3109 Cecil B. Moore Avenue

3115 Cecil B. Moore Avenue

1510 N. Darien Street

1512 N. Darien Street

1514 N. Darien Street

- 1520-26 N. Darien Street
- 1530 N. Darien Street
- 1532 N. Darien Street
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- 1550 N. Darien Street
- 1552 N. Darien Street
- 1554 N. Darien Street
- 1556 N. Darien Street
- 1558 N. Darien Street
- 1563 N. Darien Street
- 3109 Morse Street
- 1528 N. 8th Street
- 1540 N. 8th Street
- 1501-13 N. 9th Street
- 1545 N. 9th Street
- 1549 N. 9th Street
- 1551 N. 9th Street
- 670 N. 10th Street
- 672 N. 10th Street
- 1709-11 N. 31st Street
- 1713 N. 31st Street
- 1717 N. 31st Street
- 1717-31R N. 31st Street
- 1719 N. 31st Street
- 1721 N. 31st Street
- 1727 N. 31st Street
- 1729 N. 31st Street
- 1731 N. 31st Street
- 1741 N. 31st Street
- 1748 N. 31st Street
- 1749-51 N. 31st Street
- 1750 N. 31st Street
- 1752 N. 31st Street
- 1753 N. 31st Street
- 1754-56 N. 31st Street
- 1755 N. 31st Street
- 1757 N. 31st Street
- 1759 N. 31st Street
- 1814-22 N. 31st Street



BOARD FACTSHEET

Meeting of April 13, 2022 Selection of Redeveloper 3618 Wallace Street

NAME OF DEVELOPER/APPLICANT: 3600 Haverford Avenue Affordable Partners LLC ("Redeveloper")

Nature of Transaction: Selection of Redeveloper to construct two (2) semidetached structures totaling approximately 30,300 square feet and includes thirty-two (32) affordable housing rental units (the "Units") and eleven (11) accessory bicycle (Class 1A) parking spaces (collectively, "Project") in the Mantua Urban Renewal Area. Four (4) of the Units will be leased to tenants whose household incomes are at or below twenty percent (20%) of the median family income for the area, as determined by the U.S. Department of Housing and Urban Development ("AMI") and twenty-eight (28) of the Units will be leased to tenants whose household incomes are between thirty percent (30%) and sixty percent (60%) AMI.

Legal Entity/Other Partners: 3600 Haverford Avenue Affordable Partners LLC

MVM MM LLC - 1%

- Michael Thorpe Manager
- Charles D. Lomax Manager

Tax Credit Investor – To Be Formed Entity – 99%

Mount Vernon Manor, Inc. - 51%

- Michael Thorpe Manager
- Belinda Mayo President
- Karim Purdie Treasurer
- Jeanee P. Chambers Secretary

Lomax Real Estate Partners, LP - 49%

- Charles D. Lomax Manager
- Bennett P. Lomax
- W. Thomas Lomax

Mailing Address: 200 Highpoint Drive, Suite 215, Chalfont, PA 18914

PROPERTY DESCRIPTION: 3618 Wallace Street - 9,136 square feet (the

"Property")

Zoning: RM-1 Use: Residential

Disposition Value: One Dollar (\$1.00)

The City of Philadelphia's ("City") Land Disposition Policy allows for discounted pricing for projects that have demonstrated community and social impact. In support of the Project's community and social benefit impact, the Property shall have a Declaration of Restrictive Covenants that requires the rental housing units to be leased to low-income individuals and/or families at or below sixty percent (60%) AMI.

FINANCING:

Redeveloper is purchasing the Property listed above; documentation of available funds in an amount no less than the total Project cost has been provided, see attached outline of sources and uses.

COMMENTS OR OTHER CONDITIONS:

Acquisition and commencement of construction of the proposed Project is estimated to start three (3) months after closing, with construction completion within twenty-four (24) months after closing.

Redeveloper is compliant with the City Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved violation of City L&I codes.

Because this Project is receiving public subsidy, the Economic Opportunity Plan ranges required by Chapter 17-1600 of the Philadelphia Code will be set and approved by the City closer to the date of settlement.

Proposed resolution, photos, site plan, proposed plans, and budget are attached.

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

RESOLUTION SELECTING 3600 HAVERFORD AVENUE AFFORDABLE PARTNERS LLC AS REDEVELOPER OF 3618 WALLACE STREET LOCATED IN THE WEST PHILADELPHIA REDEVELOPMENT AREA, MANTUA URBAN RENEWAL AREA

BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that 3600 Haverford Avenue Affordable Partners LLC ("Redeveloper") is hereby selected as Redeveloper of 3618 Wallace Street located in the West Philadelphia Redevelopment Area, Mantua Urban Renewal Area, and approval is hereby given to the Redevelopment Contract and the proposed method of disposition as most appropriate and prudent under the law and circumstances; approving a nominal disposition price of One Dollar (\$1.00); determining that the Redeveloper possesses the qualifications and financial resources necessary to acquire and develop the property in accordance with the Redeveloper's approved plans; further authorizing the execution, delivery and recording of the Redevelopment Contract, Deed, and a Declaration of Restrictive Covenants 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 councilmanic action.

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.

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: 3600 Haverford Avenue Affordable Partners LLC
Property Address: 3618 Wallace Street, Philadelphia PA 19104

SOURCE OF FUNDS

Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
Yes	\$1,625,000.00	20%	PHFA - 1st Mortgage Perm
Yes	\$1,999,999.00	24%	DHCD - HOME / HTF / CDBG Funding
Yes	\$100,000.00	1%	Sponsor Equity
Yes	\$3,452,025.94	42%	Red Stone Equity Partners - LIHTC Equity
Yes	\$875,000.00	11%	PHFA - PHARE
Yes	\$23,394.00	0%	Energy Rebate
Yes	\$60,000.00	1%	Reinvested Developer Fee
Yes	\$139,518.00	2%	Deferred Developer Fee
	\$8,274,936.94	100%	

USE OF FUNDS

	ח		

HAND COSTS
ACQUISITION
Property Acquisition
Closing Costs
UNIT CONSTRUCTION
Complete the table below
OTHER CONSTRUCTION
Landscaping
Permits

Landscaping	
Permits	
Clearance and Demolition	
Utility Connections & Tap Fees	
NFRASTRUCTURE	
Streets and Sidewalks	

Streets and Sidewarks
Water and Sewer
Stormwater & Drainage
Impact Fees
OTHER HARD COSTS
Hard Cost Contingency

Other - describe in space to the right
TOTAL HARD COSTS

% Total
0.00%
0.35%

0.34%	\$27,756.40
0.12%	\$10,000.00
2.03%	\$167,767.20
0.60%	\$50,000.00

\$57,904.80	0.70%
\$156,734.28	1.89%
\$31,847.64	0.38%
\$40,272.04	0.49%

ı	2.17%	\$179,527.44
ı	0.90%	\$74,130.00
l	76.34%	\$6,317,165.50

Environmental Remediation

SOFT COSTS

PROFESSIONAL FEES

Architecture & Engineering	\$198,000.00	2.39%
Legal	\$153,799.74	1.86%
Consultant	\$45,949.00	0.56%
Survey	\$9,900.00	0.12%
Market Study	\$6,500.00	0.08%
Environmental	\$16,000.00	0.19%
NAME OF THE PROPERTY OF THE PR		

FINANCE COSTS

Construction Loan Interest
Non-Agency Cost Of Issuance
Appraisal
Construction Insurance
Property Taxes
THER SOFT COSTS

Property Taxes	
HER SOFT COSTS	
Holding Costs	
Developer Fee, if applicable	

TOTAL SOFT COSTS
Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right

0.94%	\$77,386.40
8.55%	\$707,300.81
1.01%	\$83,812.60
1.92%	\$158,913.04
1.57%	\$129,600.00
0.59%	\$48,656.25

1.68%

1.35%

0.08%

0.69%

0.08%

\$139,391.19

\$112,000,00

\$6,500.00

\$57,476.00

\$6,586.42

\$1,957,771.44

Misc. Development Charges Operating Reserve Syndication Fees 0.59% Financing Fees & Expenses 23.66%

TOTAL DEVELOPMENT COST

\$8,274,936.94 100.00%

Construction/R	ehab. Costs

	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost
1	Studio	443	\$209.62	\$92,755.53	4	\$371,022.11
2	2-Bedroom	873	\$209.62	\$182,890.84	28	\$5,120,943.59
3		0	\$0.00	\$0.00	0	\$0.00
4		0	\$0.00	\$0.00	0	\$0.00
5		0	\$0.00	\$0.00	0	\$0.00
6		0	\$0.00	\$0.00	0	\$0.00
7		0	\$0.00	\$0.00	0	\$0.00
8		0	\$0.00	\$0.00	0	\$0.00
9		0	\$0.00	\$0.00	0	\$0.00
#		0	\$0.00	\$0.00	0	\$0.00
#		0	\$0.00	\$0.00	0	\$0.00
			TOTALS	\$275,646.37	32	\$5,491,965.70

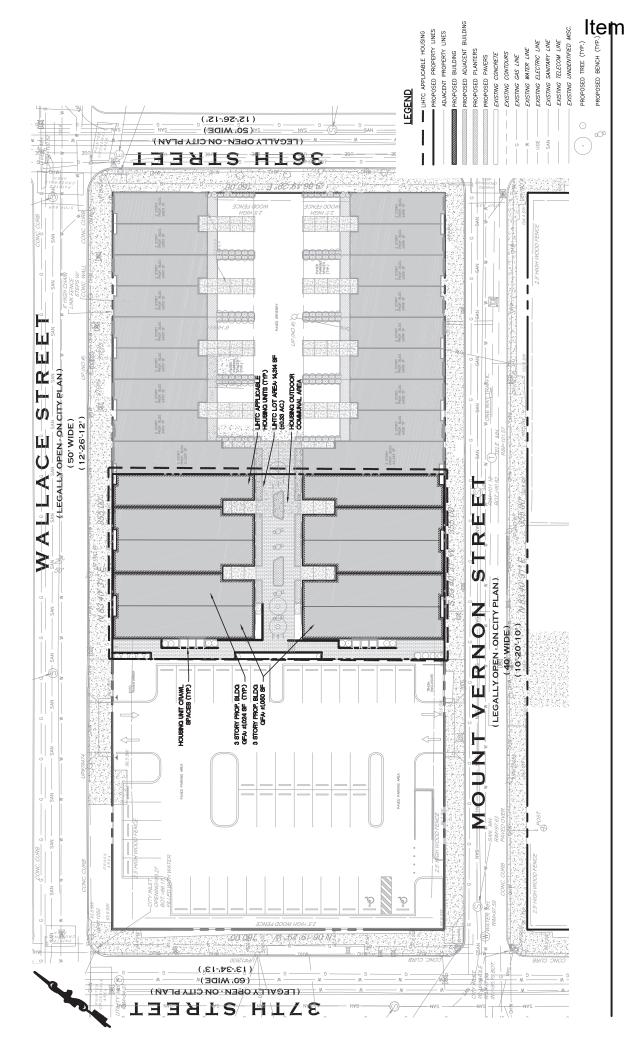
Total Sq. Ft.	Total Sq. Ft. %
1,770	6.76%
24,430	93.24%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
26,200	100.00%

Rev. Jan. 2019

Item II (a)



Address: 3618 Wallace Street





SITE PLANT TC.00%)



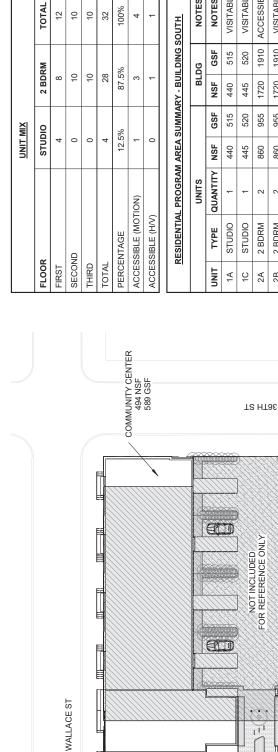
VILLAGE SQUARE ON HAVERFORD PHASE II 3618 WALLACE ST, PHILADELPHIA, PA 19104

3600 HAVERFORD AVE ASSOCIATES, LP

WALLACE ROBERTS & TODD, LLC 1700 MARKET STREET, SUITE 2800 PHILADELPHIA, PA 19103 215,722,6215 WITESIGN.COM



100% 10 10 32 4 87.5% 10 10 28 က



	RESIDENTIA	RESIDENTIAL PROGRAM AREA SUMMARY - BUILDING SOUTH	1 AREA	SUMMA	RY - BU	I DING	зоитн
		UNITS			ПВ	BLDG	NOTES
TINO	TYPE	QUANTITY	NSF	GSF	NSF	GSF	NOTES
14	STUDIO	1	440	515	440	515	VISITABLE
10	STUDIO	1	445	520	445	520	VISITABLE
2A	2 BDRM	2	860	955	1720	1910	ACCESSIBLE
2B	2 BDRM	2	860	955	1720	1910	VISITABLE
2C	2 BDRM	4	840	920	3360	3680	
2C.2	2 BDRM	1	880	985	880	985	
2D	2 BDRM	4	880	970	3520	3880	
2D.2	2 BDRM	1	910	1020	910	1020	
Ţ	TOTAL	16	101	TOTAL	12995	14420	

BUILDING SOUTH 15,785 GSF

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BUILDING NORTH 15,785 GSF

ıe	14420	12995	TOTAL	T01	16	TOTAL	ĭ	
	1020	910	1020	910	1	2 BDRM	2D.2	
	3880	3520	970	880	4	2 BDRM	2D	20,
	985	880	982	880	_	2 BDRM	2C.2	į
	3680	3360	920	840	4	2 BDRM	2C	
VISITABLE	2865	3440	955	860	3	2 BDRM	2B	
ACCESSIBLE	955	860	955	860	1	2 BDRM	2A	
VISITABLE	520	445	520	445	1	STUDIO	1B	
VISITABLE	515	440	515	440	1	STUDIO	1A	
NOTES	GSF	NSF	GSF	NSF	QUANTITY	TYPE	UNIT	
NOTES	BLDG	ПВ			UNITS			
NORTH	LDING	RY - BUI	SUMMA	I AREA	RESIDENTIAL PROGRAM AREA SUMMARY - BUILDING NORTH	RESIDENTIA	ш	

MT VERNON ST

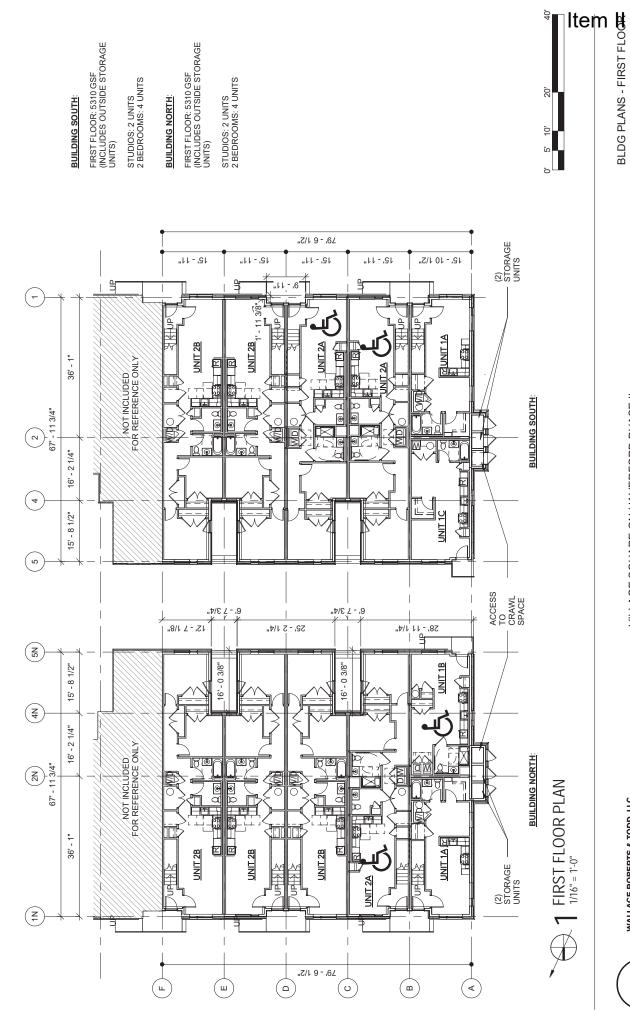


WALLACE ROBERTS & TODD, LLC 1700 MARKET STREET, SUITE 2800 PHILADELPHA, PA 19103 WRTDESIGN.COM

SITE PLAN 1/32" = 1'-0"

VILLAGE SQUARE ON HAVERFORD PHASE II 3618 WALLACE ST, PHILADELPHIA, PA 19104

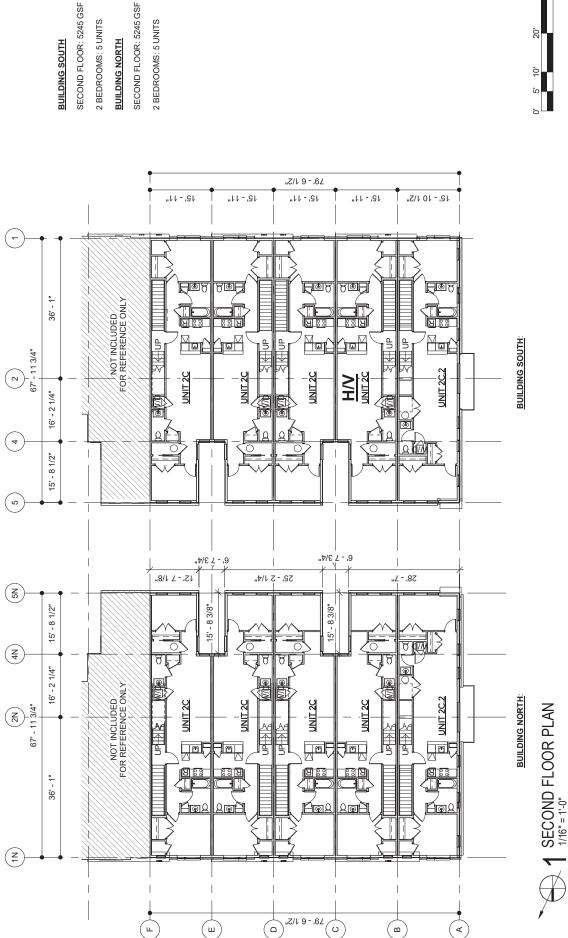
3600 HAVERFORD AVE ASSOCIATES, LP







WALLACE ROBERTS & TODD, LLC 1700 MARKET STRET, SUITE 2800 216,725,251,252,251 WRTD ESIGNACOM



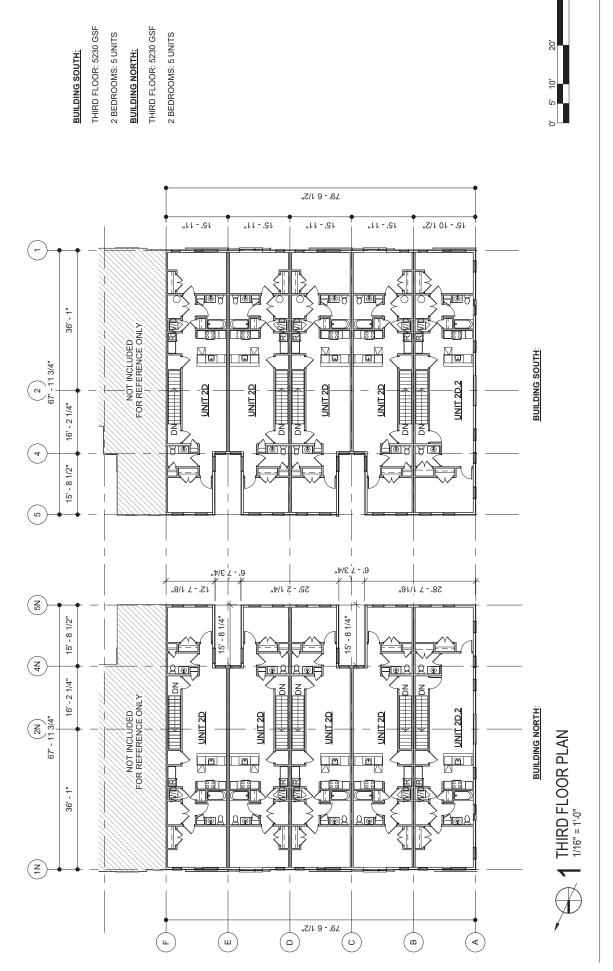


VILLAGE SQUARE ON HAVERFORD PHASE II 3618 WALLACE ST, PHILADELPHA, PA 19104

3600 HAVERFORD AVE ASSOCIATES, LP



WALLACE ROBERTS & TODD, LLC 1700 MARKET STRET, SUITE 2800 216,725,251,252,251 WRTD ESIGNACOM





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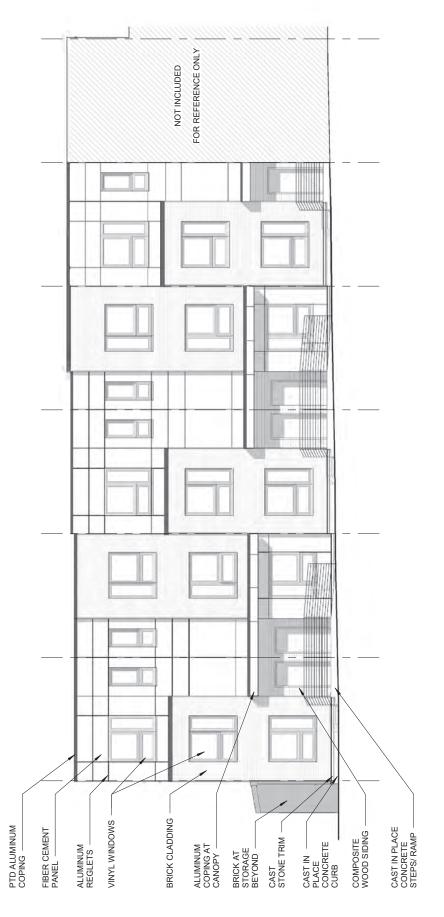
BLDG PLANS - THIRD FLOGE

Item



WALLACE ROBERTS & TODD, LLC 1700 MARKET STRET, SUITE 2800 216,725,251,252,251 WRTD ESIGNACOM

3600 HAVERFORD AVE ASSOCIATES, LP

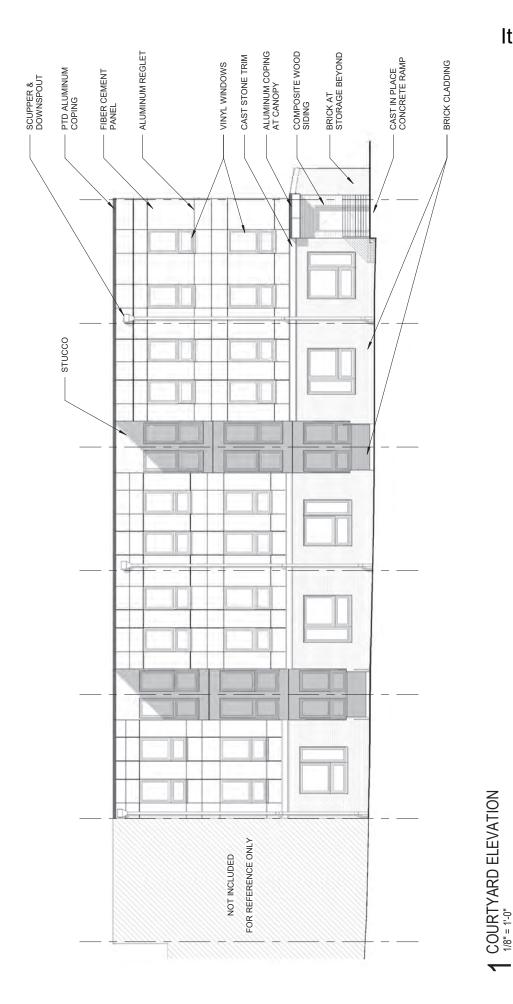


STREET ELEVATION 1/8" = 11-0"

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VILLAGE SQUARE ON HAVERFORD PHASE II 3618 WALLACE ST, PHILADELPHIA, PA 19104



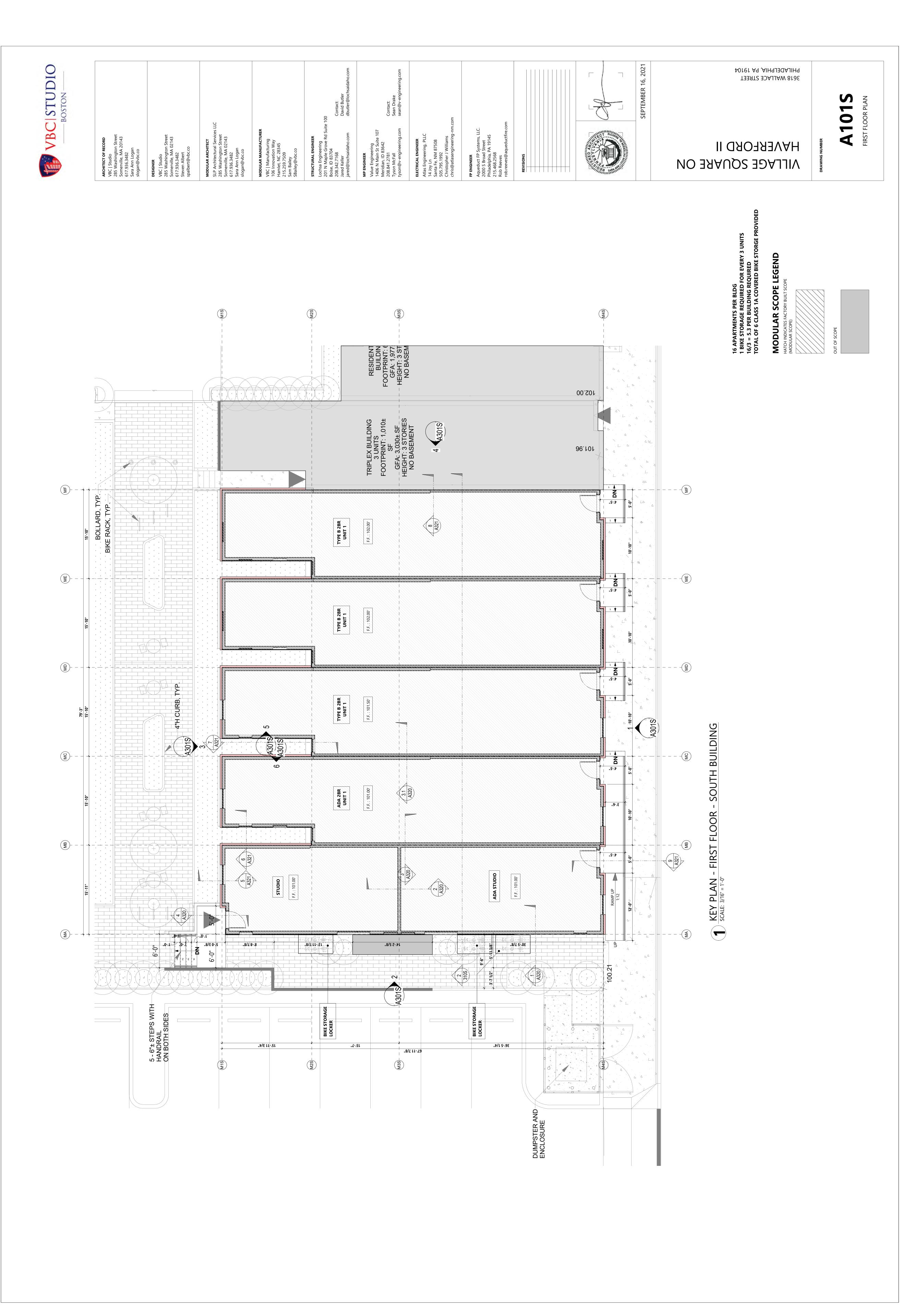
VILLAGE SQUARE ON HAVERFORD PHASE II 3618 WALLACE ST, PHILADELPHIA, PA 19104

EXT ELEVATION Wall

3600 HAVERFORD AVE ASSOCIATES, LP

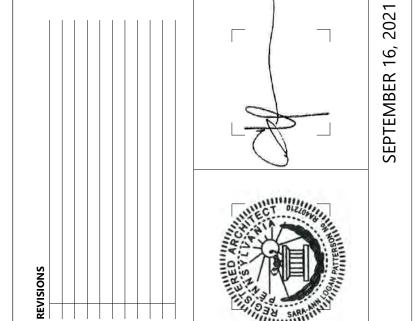


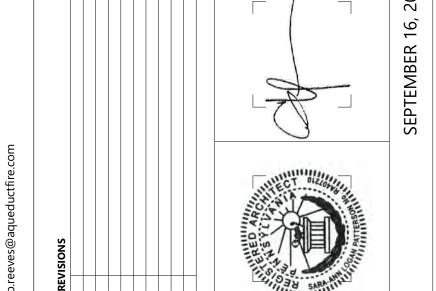
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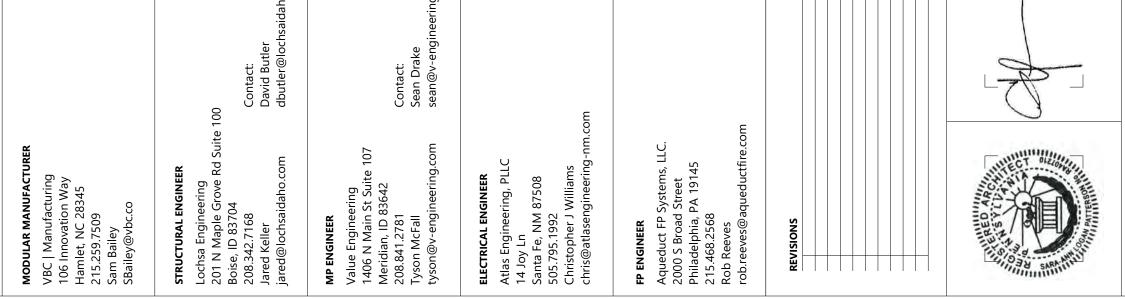


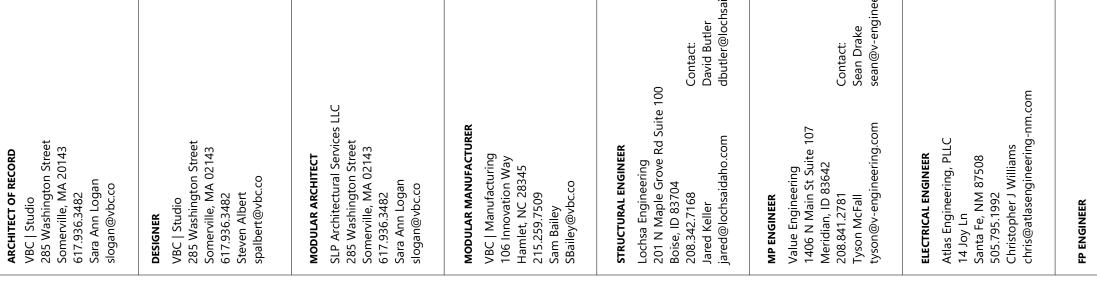
3618 WALLACE STREET PHILADELPHIA, PA 19104

HAVERFORD II VILLAGE SQUARE ON



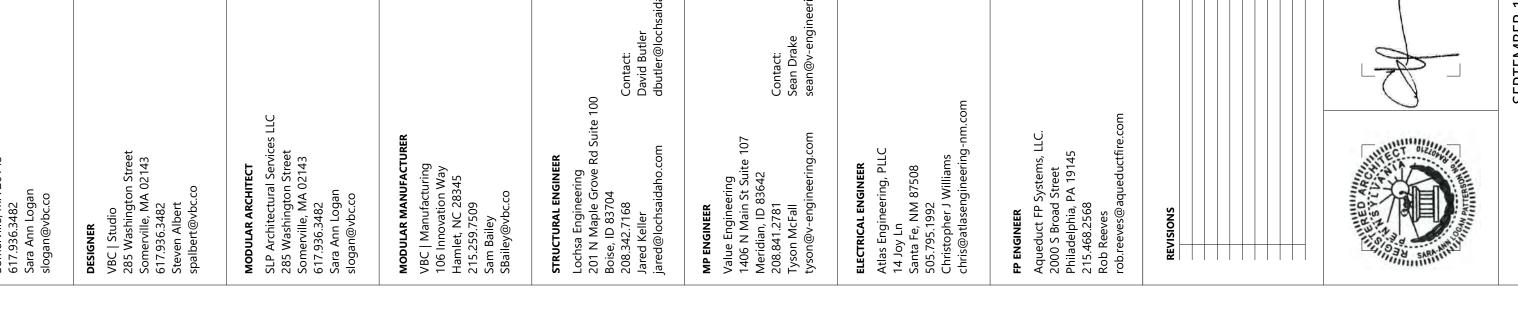


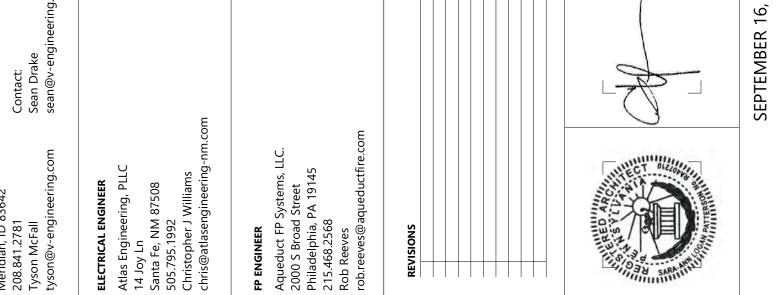


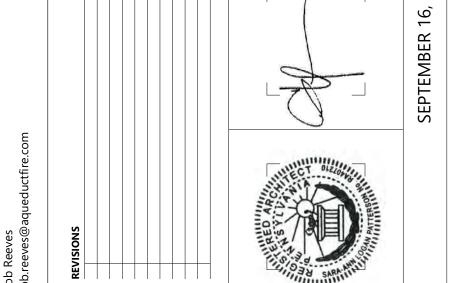


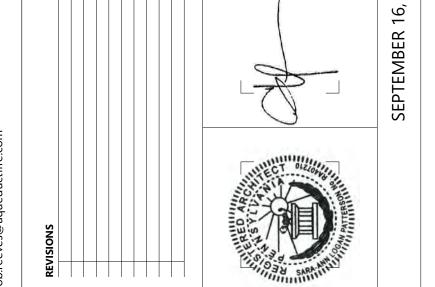
VBC STUDIO

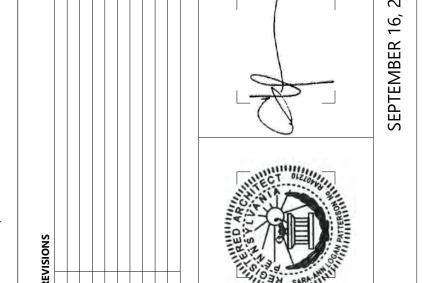
—BOSTON

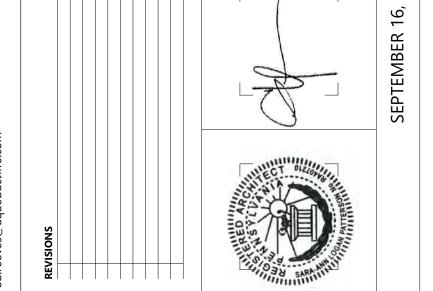


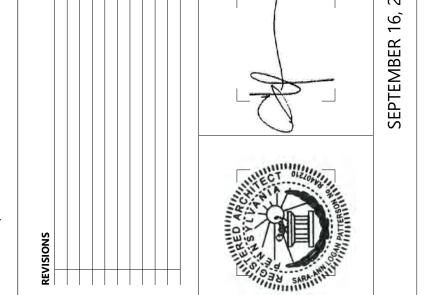


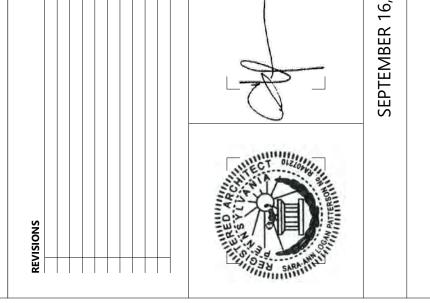


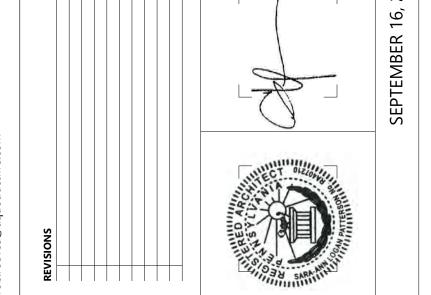


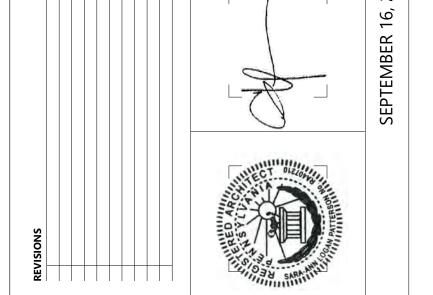




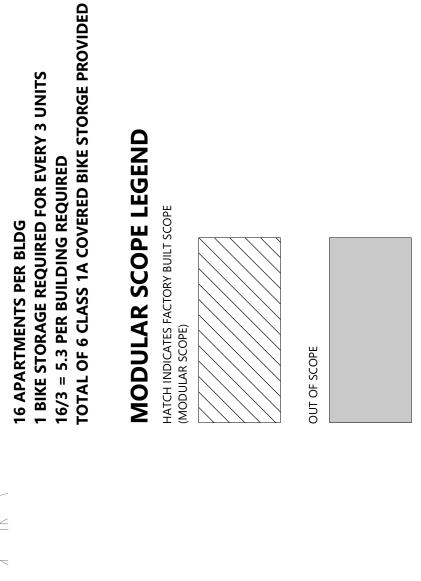


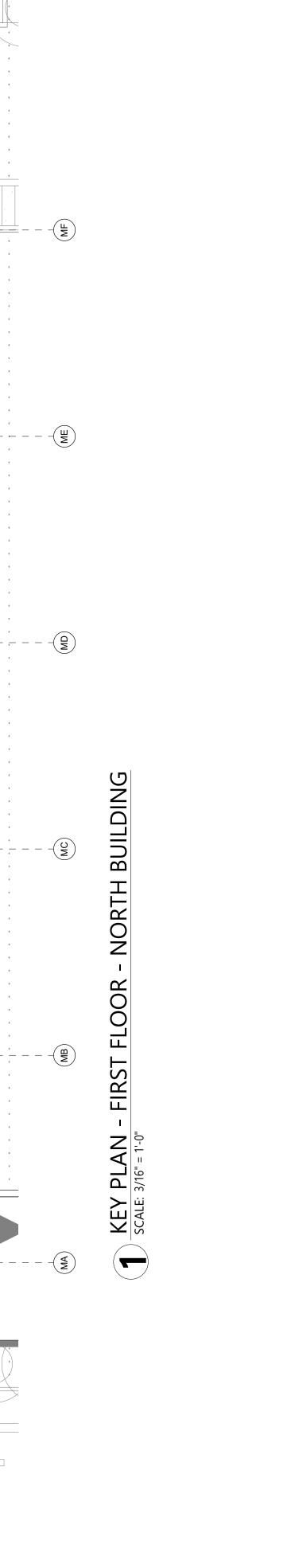












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BOARD FACTSHEET

Meeting of April 13, 2022 Selection of Redeveloper SR 40th St LLC

NAME OF DEVELOPER/APPLICANT: SR 40th St LLC ("Redeveloper")

Nature of Transaction: Selection of Redeveloper to construct four (4) three-story buildings totaling 20,620 square feet consisting of twenty-five (25) rental units ("Project") in the 44th and Aspen and Mantua Urban Renewal Areas. The Project will include studio, one bedroom, and two bedroom units. Thirteen (13) units will be leased to tenants whose household incomes are at or below one hundred and twenty percent (120%) of the median family income for the area, as determined by the U.S. Department of Housing and Urban Development. The remaining twelve (12) units will be leased to tenants at market rate.

Legal Entity/Other Partners (if applicable):

Tayyib Smith – Partner - 33.33%

Meegan Dennenberg – Partner - 33.33%

• Jacob Roller - Partner - 33.33%

Mailing Address: 30 S. 15th Street, 15th Floor, Philadelphia PA 19102

PROPERTY DESCRIPTION: 629 N. 40th Street – 1,391 square feet

637 N. 40th Street - 1,768 square feet 718 N. 40th Street - 3,450 square feet 744 N. 40th Street - 3,948 square feet

(collectively, the "Properties")

Zoning: RM-1 and RSA-3 **Use:** Residential

Disposition Value: \$163,300.00

Redeveloper submitted a qualified non-competitive proposal to redevelop the Properties. Redeveloper's proposal was reviewed by Authority staff in accordance with the scoring rubric included in Chapter 16-400 of the Philadelphia Code. Based on that review, Authority staff is recommending approval of this Redeveloper selection to the Board.

FINANCING:

The Redeveloper is purchasing the Properties listed above; documentation of available funds in an amount no less than the total Project cost has been provided, see attached outline of sources and uses.

COMMENTS OR OTHER CONDITIONS:

Acquisition and commencement of construction of the proposed Project is estimated to start within three (3) months after settlement with construction completion within twenty-four (24) months.

The Redeveloper is compliant with the City of Philadelphia ("City") Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved violation of City L&I codes.

Per Chapter 17-1600 of the Philadelphia Code, the Economic Opportunity Plan ranges have been approved by the City at MBE -25%, WBE-10%.

Proposed resolution, photos, site plan, proposed plans and budget are attached.

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

RESOLUTION NO.

RESOLUTION SELECTING SR 40TH ST LLC AS REDEVELOPER OF 629 N. 40TH STREET, 637 N. 40TH STREET, 718 N. 40TH STREET AND 744 N. 40TH STREET LOCATED IN THE 44th AND ASPEN REDEVELOPMENT AREA, 44TH AND ASPEN URBAN RENEWAL AREA AND WEST PHILADELPHIA REDEVELOPMENT AREA, MANTUA URBAN RENEWAL AREA

BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that SR 40th St LLC ("Redeveloper") is hereby selected as Redeveloper of 629 N. 40th Street, 637 N. 40th Street, 718 N. 40th Street and 744 N. 40th Street, located within the 44th and Aspen Redevelopment Area, 44th and Aspen Urban Renewal Area and West Philadelphia Redevelopment Area, Mantua Urban Renewal Area, and approval is hereby given to the Redevelopment Contract and the proposed method of disposition as most appropriate and prudent under the law and circumstances; approving a disposition price of One Hundred Sixty-Three Thousand Three Hundred Dollars (\$163,300.00); determining that the Redeveloper possesses the qualifications and financial resources necessary to acquire and develop the properties in accordance with the Redeveloper's approved plans; further authorizing the execution, delivery and recording of the Redevelopment Contract and a Deed for the properties and the preparation of all other documentation necessary or desirable in order to carry out the foregoing, and to obtain the appropriate councilmanic action.

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.

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.

% Total

3.25%

0.64% 0.00%

71.34% 0.00%

0.00% 0.00% 0.00%

0.00%

0.00% 0.00%

Applicant:	SR 40th Street LLC	
Property Address:	629, 637, 718 and 744 N. 40th Street	

SOURCE OF FUNDS

Senior Debt
Subordinate Debt
Developer Equity
Other - describe to the right
Other - describe to the right
Other - describe to the right
TOTAL SOURCE OF FUNDS

Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
	\$3,750,000.00	75%	
	\$1,279,000.00	25%	
	\$0.00	0%	
	\$0.00	0%	
	\$0.00	0%	
	\$5,029,000.00	100%	

USE OF FUNDS

HARD COSTS

ACQUISITION	Cost	
Property Acquisition	\$163,300.00	
Closing Costs	\$31,953.00	
Other - describe in space to the right	\$0.00	
JNIT CONSTRUCTION		
Complete the table below	\$3,587,500.00	
OTHER CONSTRUCTION		
Landscaping	\$0.00	
Permits	\$0.00	
Clearance and Demolition	\$0.00	
Utility Connections & Tap Fees	\$0.00	
NFRASTRUCTURE	_	
Streets and Sidewalks	\$0.00	
Water and Sewer	\$0.00	
Stormwater & Drainage	\$0.00	
Impact Fees	\$0.00	
OTHER HARD COSTS		
Hard Cost Contingency	\$358,750.00	

5	7.13%	\$358,750.00
,	0.00%	\$0.00
,	0.00%	\$0.00
,	0.00%	\$0.00
7	82 35%	\$4.141.503.00

SOFT COSTS

PROFESSIONAL FEES

TOTAL HARD COSTS

Other - describe in space to the right Other - describe in space to the right Other - describe in space to the right

Site Planning	\$0.00	0.00%
Architecture & Engineering	\$230,000.00	4.57%
Legal	\$30,000.00	0.60%
Consultant	\$0.00	0.00%
Survey	\$0.00	0.00%
Market Study	\$0.00	0.00%
Environmental	\$1,500.00	0.03%
Organization Expense	\$0.00	0.00%
Other Consultants	\$0.00	0.00%
NANCE COSTS		
Construction Loan Interest	\$142,500.00	2.83%
Construction Origination	\$19,000.00	0.38%
Appraisal	\$2,500.00	0.05%
Construction Insurance	\$25,000.00	0.50%
Property Taxes	\$7,500.00	0.15%
THER SOFT COSTS		

NANCE COSTS		
Construction Loan Interest	\$142,500.00	2.83%
Construction Origination	\$19,000.00	0.38%
Appraisal	\$2,500.00	0.05%
Construction Insurance	\$25,000.00	0.50%
Property Taxes	\$7,500.00	0.15%
THER SOFT COSTS		

OTHER SOFT COSTS		
Holding Costs	\$50,000.00	0.99%
Soft Cost Contingency	\$40,125.00	0.80%
Developer Fee, if applicable	\$250,000.00	4.97%
Other - describe in space to the right	\$50,000.00	0.99%
Other - describe in space to the right	\$40,000.00	0.80%
Other - describe in space to the right	-\$628.00	-0.01%
TOTAL SOFT COSTS	\$887,497.00	17.65%

0.99% 0.80% 4.97% 0.99% Marketing 0.80% Project Management

TOTAL DEVELOPMENT COST

\$5,029,000.00 100.00%

Construction/Rehab, Costs

	•					
	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost
1	All 25 units total construction cost	25,000	\$143.50	\$3,587,500.00	1	\$3,587,500.00
2		0	\$0.00	\$0.00	0	\$0.00
3		0	\$0.00	\$0.00	0	\$0.00
4		0	\$0.00	\$0.00	0	\$0.00
5		0	\$0.00	\$0.00	0	\$0.00
6		0	\$0.00	\$0.00	0	\$0.00
7		0	\$0.00	\$0.00	0	\$0.00
8		0	\$0.00	\$0.00	0	\$0.00
9		0	\$0.00	\$0.00	0	\$0.00
#		0	\$0.00	\$0.00	0	\$0.00
#		0	\$0.00	\$0.00	0	\$0.00
		\$3,587,500.00	1	\$3,587,500.00		

Total Sq. Ft.	Total Sq. Ft. %
25,000	100.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
25,000	100.00%

Rev. Jan. 2019



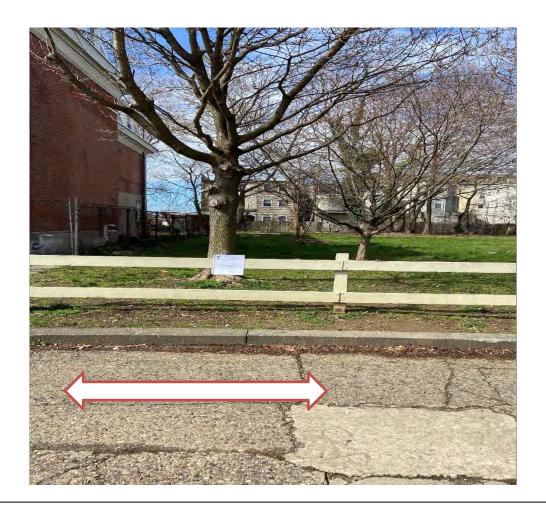
Address: 629 N. 40th Street



Address: 637 N. 40th Street



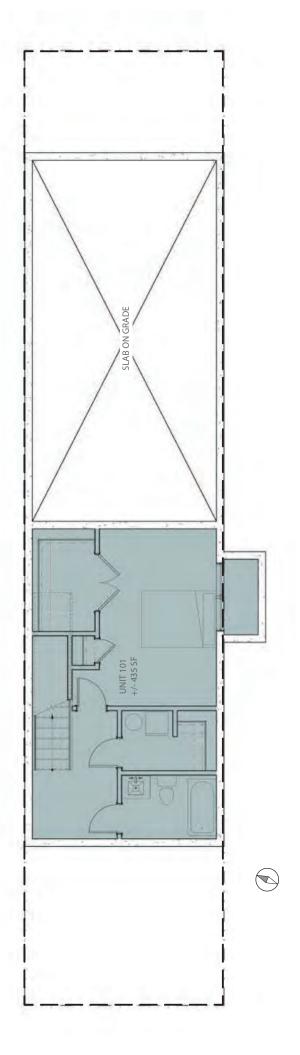
Address: 718 N. 40th Street



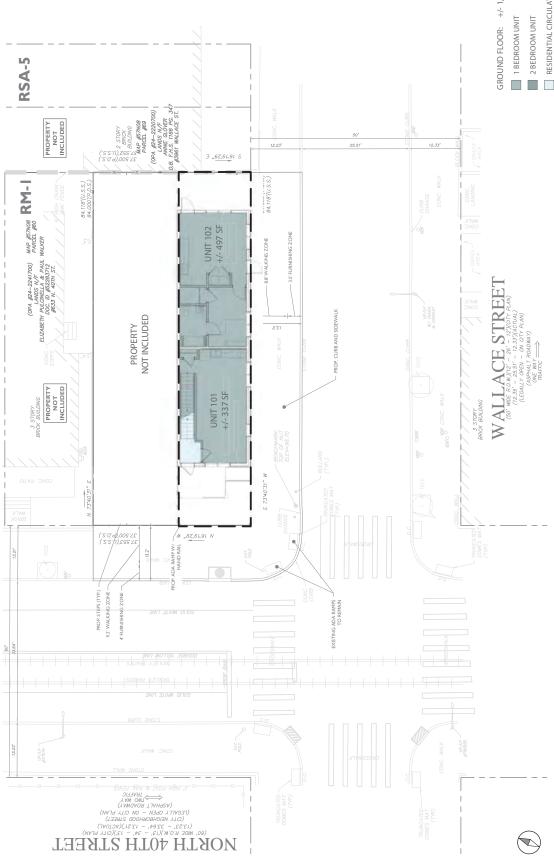
Address: 744 N. 40th Street

629, 637, 718 and 744 N. 40th Street Project Z HOLLY

SR 40th St LLC

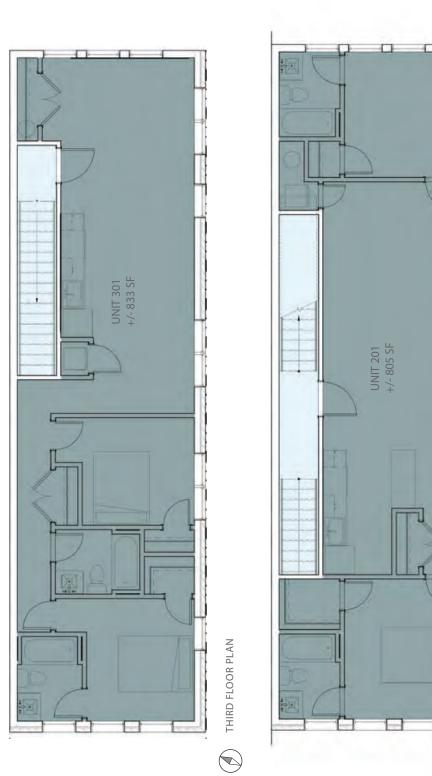








1 BEDROOM UNIT
2 BEDROOM UNIT
RESIDENTIAL CIRCULATION





SECOND FLOOR PLAN





PELLA 250 SERIES WINDOWS DARK BRONZE

ATCML O

ELEVATION: EAST

ELEVATION: SOUTH (WALLACE SREET)

MANUFACTURER GLEN-GERY BRICK

URL

METAL RAILINGS DARK BRONZE

ACCENT METAL PANEL MISSION RED

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TRUSTILE ENTRY

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STANDING-SEAM METAL PANEL DARK BRONZE

VINYL SIDING DESERT SAND

CAST STONE NATURAL

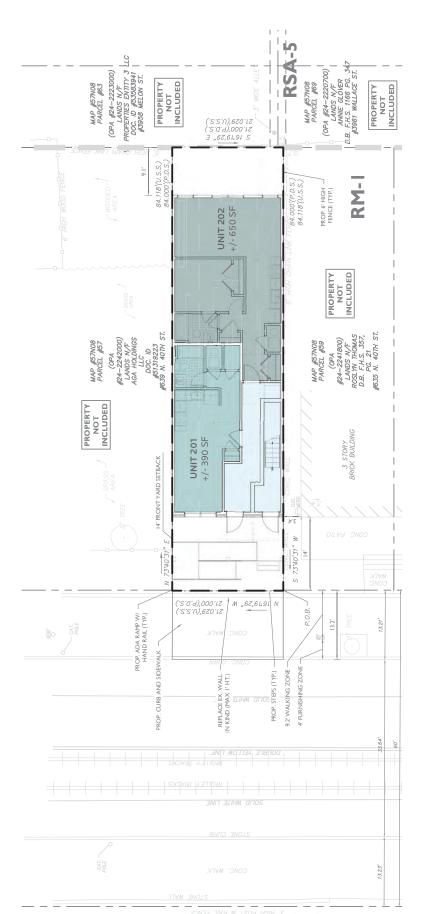
ELEVATION: WEST (40TH STREET)

GLEN-GERY BRICK SHREWSBURY

MATERIAL PALETTE













STUDIO

1BEDROOM UNIT

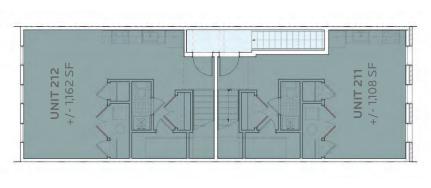
2 BEDROOM UNIT

RESIDENTIAL CIRCULATION



THIRD FLOOR PLAN

UNIT 211 +/-1,108 SF



UNIT 212 +/-1,162 SF



SECOND FLOOR PLAN







TBEDFOOM UNIT

2 BEDROOM UNIT

RESIDENTIAL CIRCULATION

T18 N 40TH STREET

GROUND FLOOR PM

Page 17 **GROUND FLOOR:** +/- 2,312 SF 1BEDROOM UNIT
 2 BEDROOM UNIT
 RESIDENTIAL CIRCULATION WYSHAT WASHING (YESHATI BOYAND MAY.

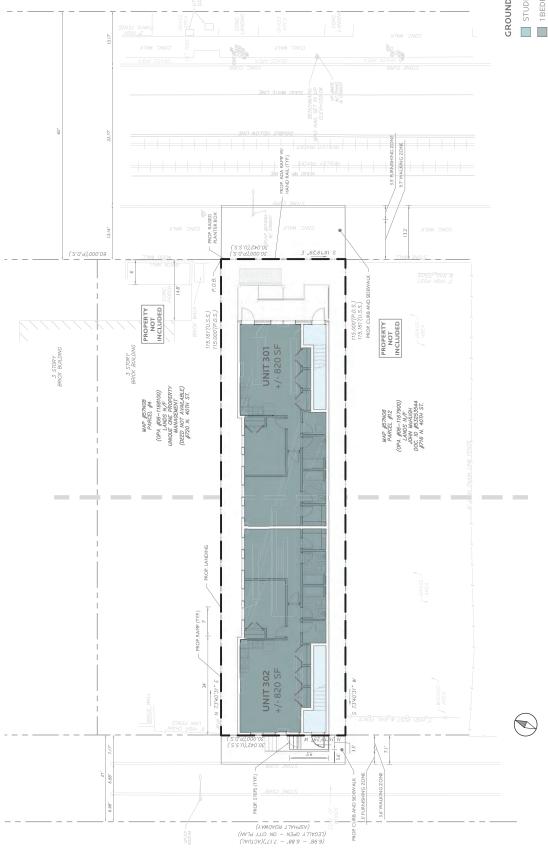
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(TONER BERRILL WESHELLY)

(1214, – 2713, – 1713, (YOLDVI)

(10, MOE E ON)(13, – 24, – 13, (OLK EVN))

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TEEPROOM UNIT

2 BEDROOM UNIT

RESIDENTIAL CIRCULATION

718 N 40TH STREET

UPPER FLOOR PLOOR
Page 18

STUDIO

1BEDROOM UNIT

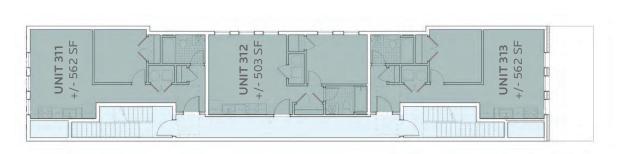
2 BEDROOM UNIT

RESIDENTIAL CIRCULATION





THIRD FLOOR PLAN



UNIT 322 +/- 503 SF

UNIT 321 +/- 616 SF

SECOND FLOOR PLAN







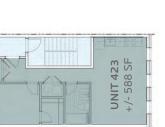


1 BEDROOM UNIT

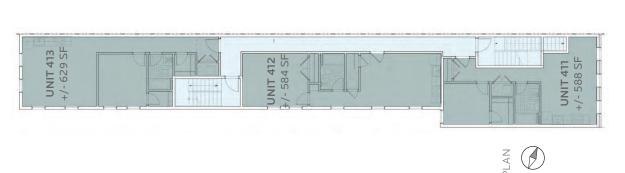
2 BEDROOM UNIT
RESIDENTIAL CIRCULATION



STUDIO



THIRD FLOOR PLAN



UNIT 422 4/- 584 SF

UNIT 423 +/- 629 SF







BOARD FACTSHEET

Meeting of April 13, 2022 Selection of Redeveloper 2843-2861 Janney Street and 2842-60 Weikel Street (on a parcel to be known as 2855 Janney Street)

NAME OF DEVELOPER/APPLICANT: Janney Street Apartments, LP ("Redeveloper")

Nature of Transaction: Selection of Redeveloper to construct a four-story 47,140 square foot building consisting of forty-seven (47) one-bedroom units of affordable senior rental housing ("Project") in the Auburn Urban Renewal Area. Six (6) units will be leased to tenants whose household incomes are at or below twenty percent (20%) of the median family income for the area, as determined by the U.S. Department of Housing and Urban Development ("AMI"), twenty-three (23) units will be leased to tenants whose household incomes are at or below fifty percent (50%) AMI, and eighteen (18) units will be leased to tenants whose household incomes are at or below sixty percent (60%) AMI. Six (6) of the units will be approximately 685 square feet and handicap accessible. The remaining forty-one (41) units will be approximately 620 square feet.

All units leased at twenty percent (20%) or below AMI and five (5) of the units leased at fifty percent (50%) or below AMI will be supported by Project Based Vouchers ("PBV"). The remaining eighteen (18) units that are to be leased at fifty percent (50%) or below AMI will be supported by Annual Contributions Contract ("ACC") operating subsidies. Both PBV and ACC subsidies will be made available by the Philadelphia Housing Authority.

Legal Entity/Other Partners (if applicable):

HumanGood Pennsylvania
 Limited Partner – 99.99% Interest

Janney Housing, LLC (affiliate of HumanGood East)
 General Partner - .01% Interest

Mailing Address: 2000 Joshua Road, Lafayette Hill, PA 19444

PROPERTY DESCRIPTION: 2843-2861 Janney Street and 2842-60 Weikel Street

- 14,201 square feet (collectively, the "Property")

(New Address – 2855 Janney Street)

Zoning: RSA-5 **Use:** Residential – Multi-family

Disposition Value: Five Hundred Dollars (\$500.00)

The City of Philadelphia's ("City") Land Disposition Policy allows for discounted pricing for projects that have a demonstrated community and social impact. In support of the Project's community and social benefit impact, the Property shall have

a Declaration of Restrictive Covenants that requires the rental housing units to be

a Declaration of Restrictive Covenants that requires the rental housing units to be leased to low-income individuals and/or families at or below sixty percent (60%) AMI.

FINANCING:

The Redeveloper is purchasing the Property listed above; documentation of available funds in an amount no less than the total Project cost has been provided, see attached outline of sources and uses.

COMMENTS OR OTHER CONDITIONS:

Acquisition and commencement of construction of the proposed Project is estimated to start three (3) months after closing, with construction completion within eighteen (18) months after closing.

The Redeveloper is compliant with the City Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved violation of City L&I codes.

Because this Project is receiving public subsidy, the Economic Opportunity Plan ranges required by Chapter 17-1600 of the Philadelphia Code will be set and approved by the City closer to the date of settlement.

Proposed resolution, photos, site plan, proposed plans, and budget are attached.

Prepared by: Brian Romano, Project Manager II

Reviewed by: Jessie Lawrence, Director of Real Estate

RESOLUTION NO.

RESOLUTION SELECTING JANNEY STREET APARTMENTS, LP AS REDEVELOPER OF 2843-2861 JANNEY STREET AND 2842-60 WEIKEL STREET LOCATED IN THE EAST KENSINGTON REDEVELOPMENT AREA, AUBURN URBAN RENEWAL AREA

BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that Janney Street Apartments, LP ("Redeveloper") is hereby selected as Redeveloper of 2843-2861 Janney Street and 2842-60 Weikel Street located in the East Kensington Redevelopment Area, Auburn Urban Renewal Area, and approval is hereby given to the Redevelopment Contract and the proposed method of disposition as most appropriate and prudent under the law and circumstances; approving a disposition price of Five Hundred Dollars (\$500.00); determining that the Redeveloper possesses the qualifications and financial resources necessary to acquire and develop the properties in accordance with the Redeveloper's approved plans; further authorizing the execution, delivery and recording of the Redevelopment Contract, Deed, and a Declaration of Restrictive Covenants for the properties and the preparation of all other documentation necessary or desirable in order to carry out the foregoing, and to obtain the appropriate councilmanic action.

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: Janney Apartments

Property Address: 2855 Janney Street, Philadelphia, PA, 19134

SOURCE OF FUNDS

Senior Debt
Subordinate Debt
Developer Equity
Other - describe to the right
Other - describe to the right
Other - describe to the right
TOTAL SOURCE OF FUNDS

Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
	\$0.00	0.00%	
Yes	\$141,935.00	0.87%	energy rebate, reinvestment fee, deferred fee
Yes	\$12,217,528.13	74.99%	LIHTC - Equity from investor
Yes	\$1,500,000.00	9.21%	City of Philadelphia
Yes	\$583,675.00	3.58%	PHARE
	\$1,850,000.15		Sponsor loan (committed)
	\$16,293,138.28	88.65%	

USE OF FUNDS

1	HARD COSTS
1	ACQUISITION

Property Acquisition	
Closing Costs	
Other - describe in space to the right	
UNIT CONSTRUCTION	
Complete table at bottom of page	

UNIT CONSTRUCTION
Complete table at bottom of page
OTHER CONSTRUCTION

Landscaping	
Permits	
Clearance and Demolition	
Utility Connections & Tap Fees	5

IFRASTRUCTURE			
Streets and Sidewalks			
Water and Sewer			
Stormwater & Drainage			

Impact Fees
OTHER HARD COSTS
Hard Cost Contingency
Other describe in space to

TOTAL HARD COSTS
Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right

75.42%	\$12,288,208.28
0.00%	\$0.00
0.00%	\$0.00

\$0.00

\$30,000.00

\$1.00

\$3,180.00

\$5,000.00

% Total

0.00% 0.02%

0.00%

0.18%

0.03% Legal fees

Cost

\$0.00	0.00%
\$0.00	0.00%
\$0.00	0.00%
\$0.00	0.00%

\$0.00	0.00%
\$0.00	0.00%
\$0.00	0.00%
\$12,695,198.28	77.92%

SOFT COSTS PROFESSIONAL FEES

Site Planning Architecture & Engineering Legal

Consultant Survey Market Study Environmental Organization Expense Other Consultants

FINANCE COSTS Construction Loan Interest **Construction Origination** Appraisal Construction Insurance

Property Taxes OTHER SOFT COSTS **Holding Costs** Soft Cost Contingency

Developer Fee, if applicable Other - describe in space to the right Other - describe in space to the right Other - describe in space to the right

TOTAL DEVELOPMENT COST

TOTAL SOFT COSTS

\$0.00	0.00%
\$717,104.00	4.40%
\$170,000.00	1.04%
\$0.00	0.00%
\$15,000.00	0.09%
\$6,500.00	0.04%
\$30,000.00	0.18%
\$0.00	0.00%
\$83,753.00	0.51%

\$171,222.00	1.05%
\$136,000.00	0.83%
\$0.00	0.00%
\$175,434.00	1.08%
\$8,295.00	0.05%

0.00% \$0.00 \$87,000.00 0.53% 9.21% \$1,500,000.00 \$207,032.00 \$200,600.00

1.27% Operating Reserve 1.23% PHFA and PHA fees \$90,000.00 0.55% Title Insurance

100.00%

\$3,597,940.00 22.08%

\$16,293,138.28

Construction/Rehab. Costs

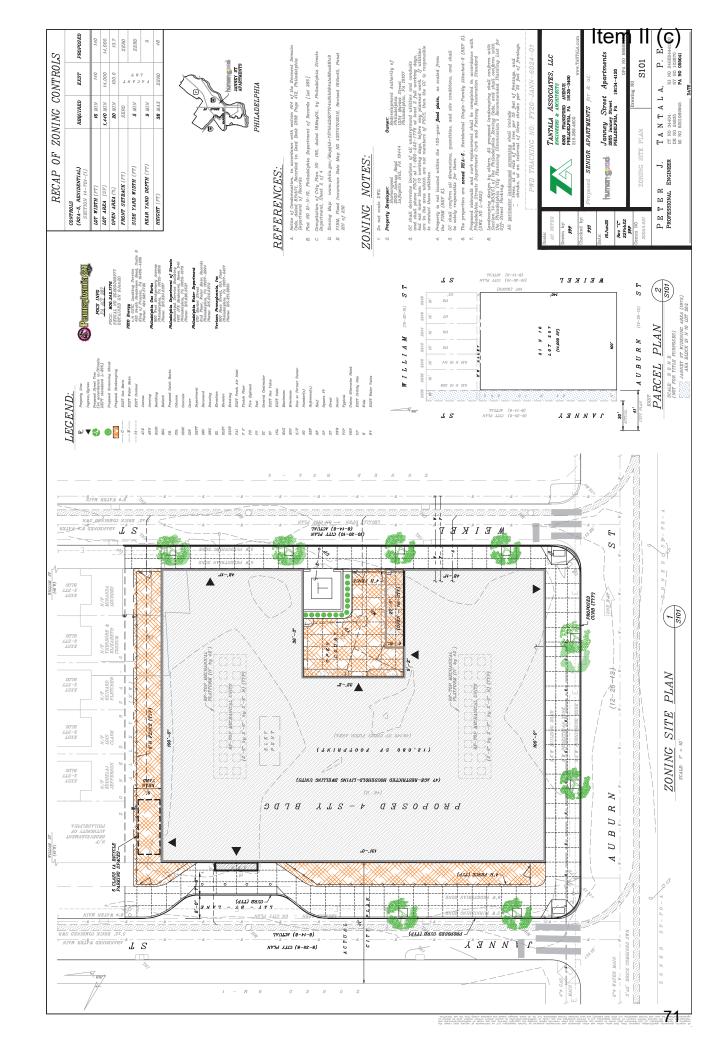
	Construction (Renault Costs					
	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost
1	1 Bedroom	1,028	\$254.33	\$261,451.24	47	\$12,288,208.28
2				\$0.00		\$0.00
3				\$0.00		\$0.00
4				\$0.00		\$0.00
5				\$0.00		\$0.00
6				\$0.00		\$0.00
7				\$0.00		\$0.00
8				\$0.00		\$0.00
9				\$0.00		\$0.00
10				\$0.00		\$0.00
11				\$0.00	_	\$0.00
			TOTALS	\$261,451.24	47	\$12,288,208.28

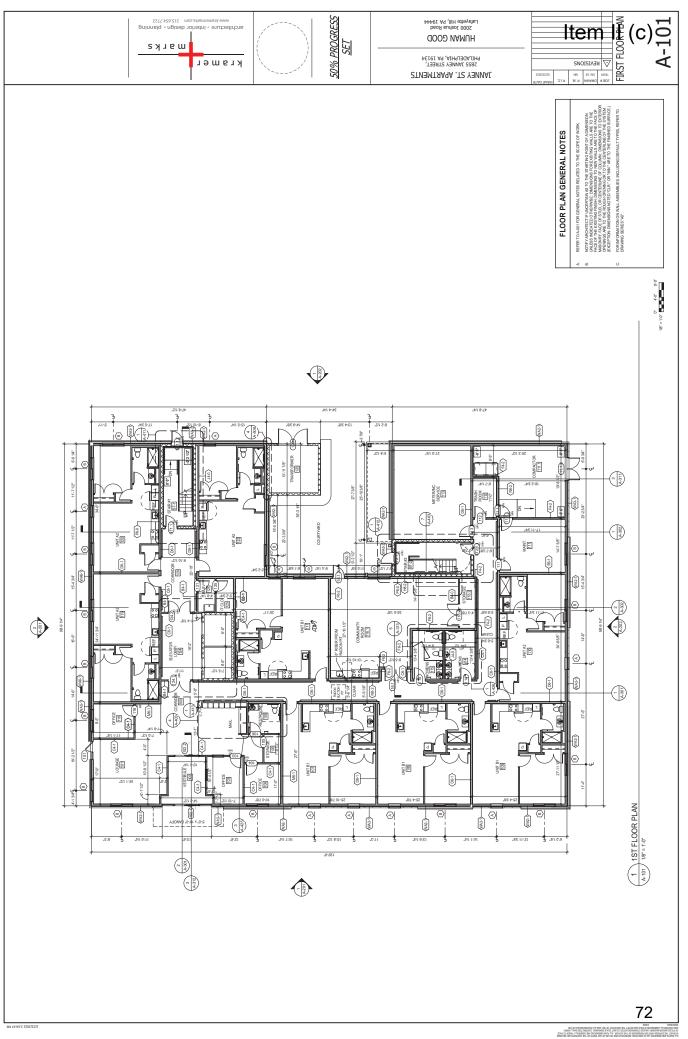
Total Sq. Ft.	Total Sq. Ft. %
48,316	100.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
48,316	100.00%

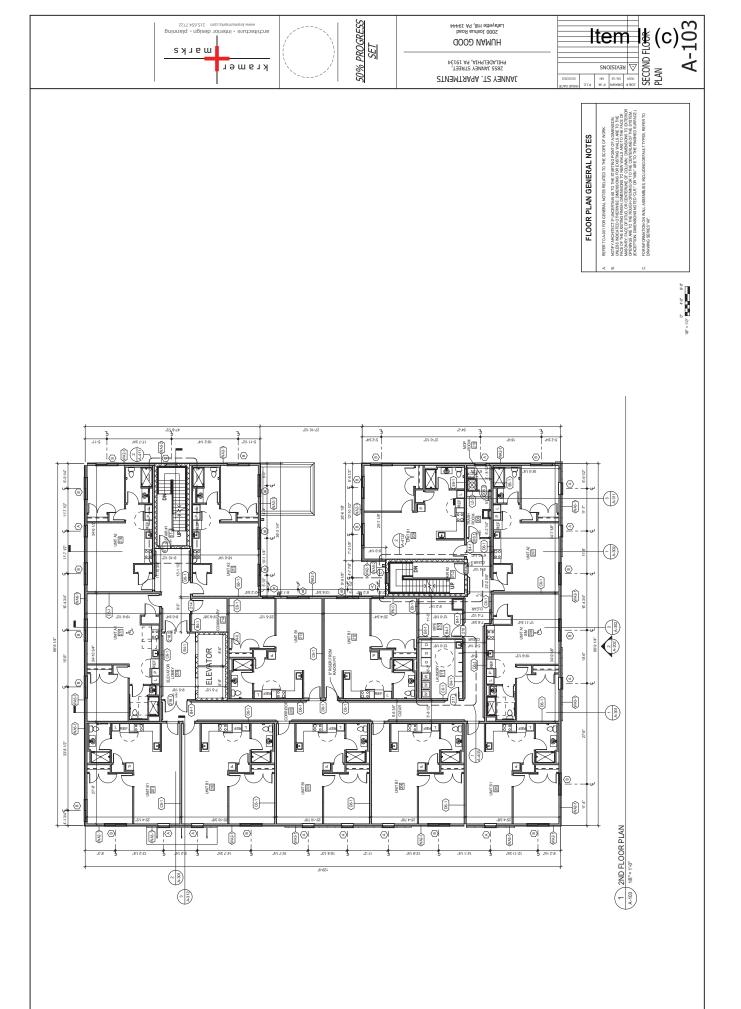
Rev. Jan. 2021

Item II (c)

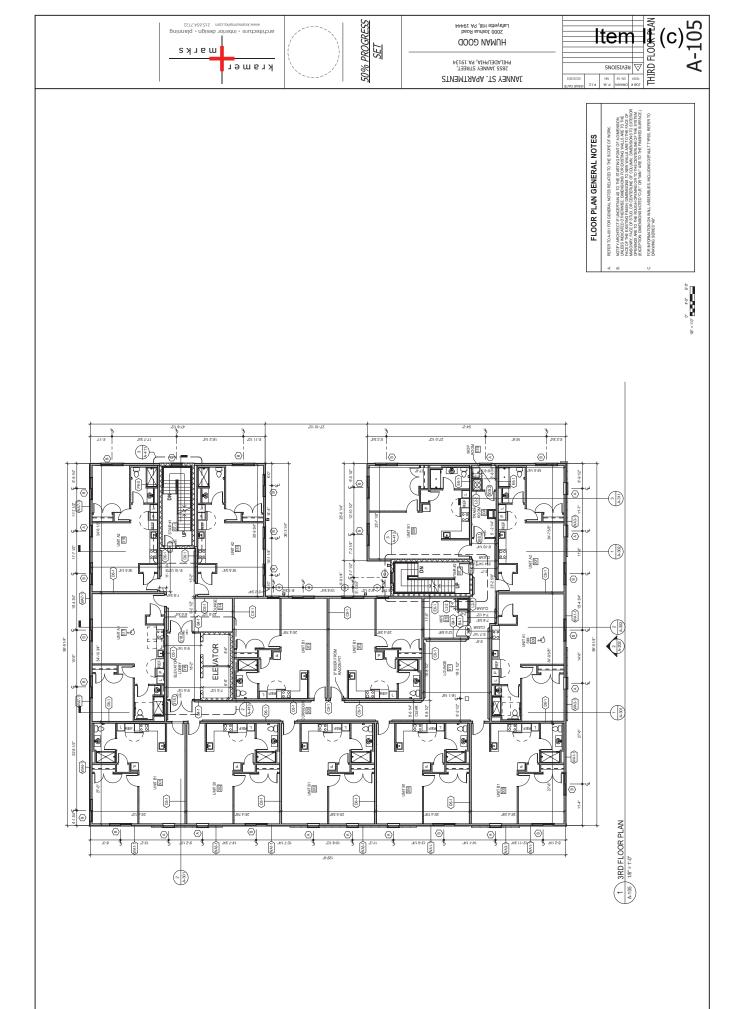


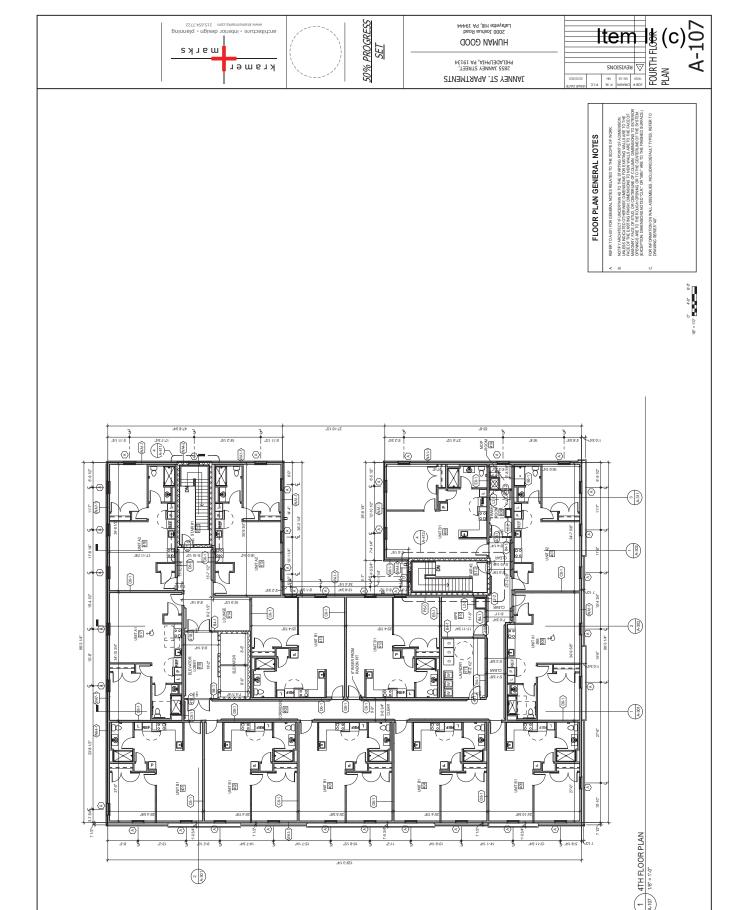




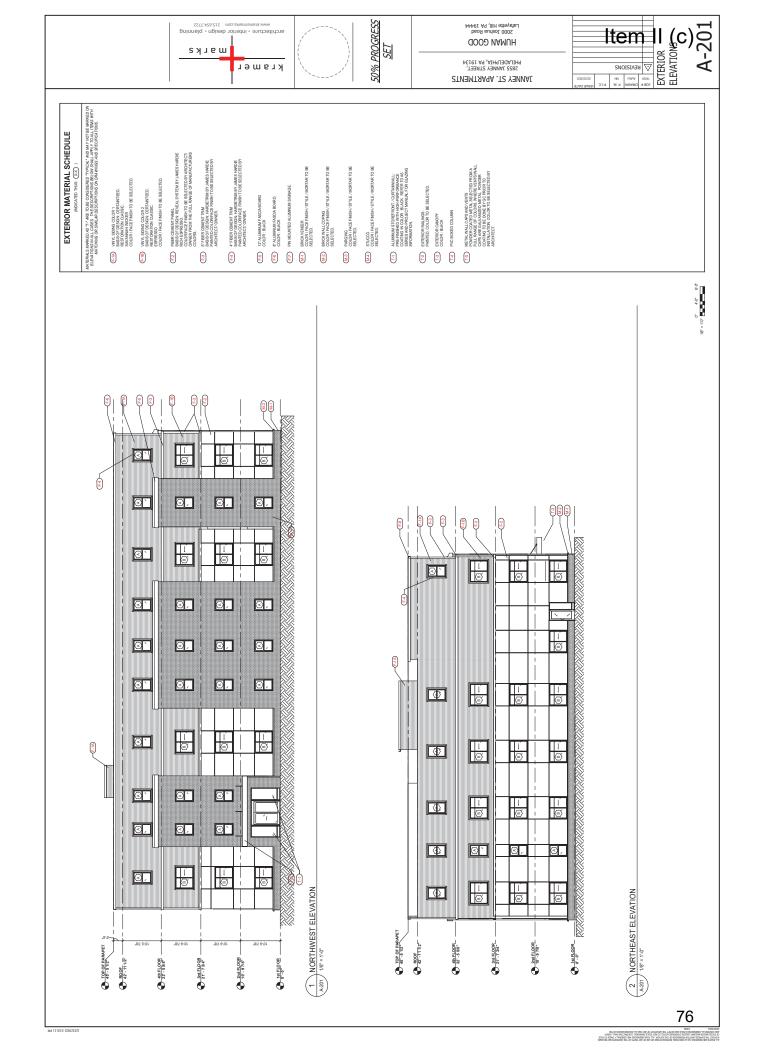


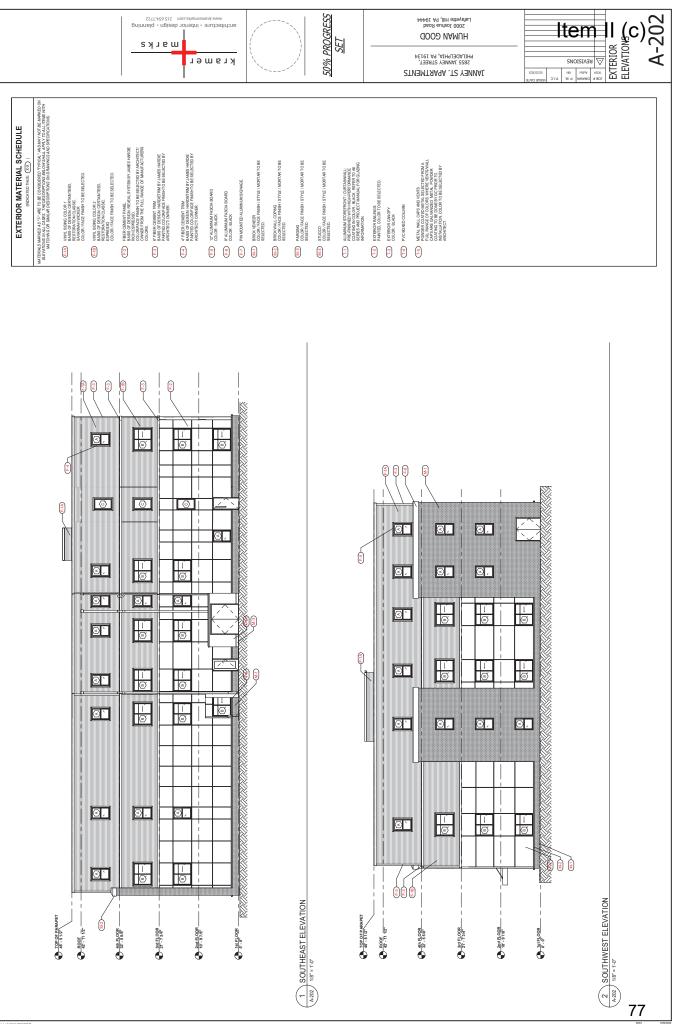
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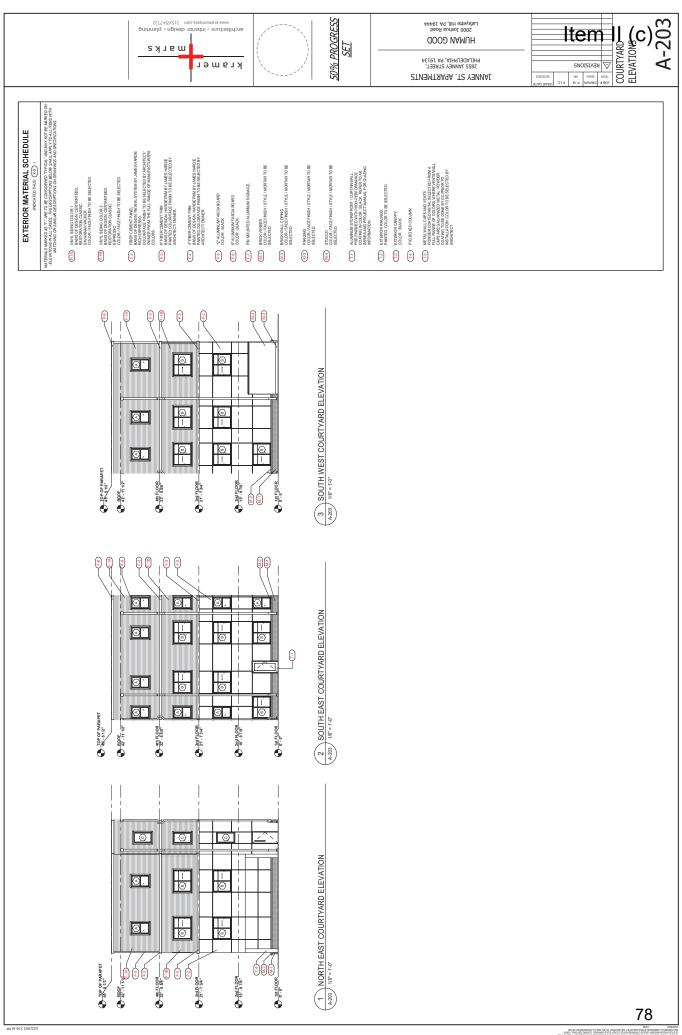




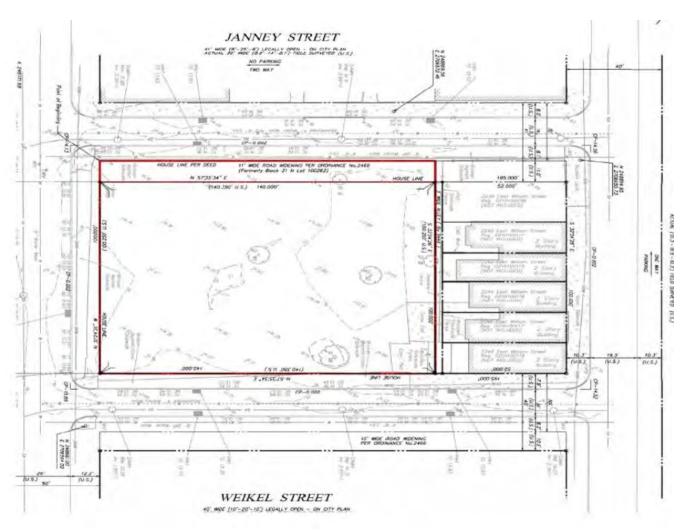
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Item II (c)







BOARD FACTSHEET

Meeting of April 13, 2022 Selection of Redeveloper 217-53 N. 9th Street

NAME OF DEVELOPER/APPLICANT: 800 Vine Senior Housing LLC ("Redeveloper")

Nature of Transaction: Selection of Redeveloper to construct a five (5)-story 48,872 square foot building consisting of a total of fifty-one (51) affordable housing rental units ("Units"), a large community room, fitness center, common laundry area on each floor and an on-site management space (collectively, "Project") in the Independence Mall Unit No. 4 Urban Renewal Area. The Units will be comprised of eighteen (18) studios, thirty-two (32) one-bedroom units, and one (1) two-bedroom unit. Six (6) of the Units will be leased to tenants whose household incomes are at or below twenty percent (20%) of the median family income for the area, as determined by the U.S. Department of Housing and Urban Development ("AMI"), twenty-one (21) of the Units will be leased to tenants whose household incomes are between twenty-one to fifty percent (21-50%) AMI, and twenty-four (24) of the Units will be leased to tenants whose household incomes are between fifty-one to sixty percent (51-60%) AMI. An on-site Supportive Service Coordinator, hired from the community, will work to plan events and programming for the residents and the residents of the surrounding neighborhood.

Legal Entity/Other Partners (if applicable):

- Richard K. Barnhardt
- Mark H. Dambly
- Timothy I. Henkel
- Hunt PR Holdings, LLS
- Wells Fargo Affordable Housing Community Development Corporation Limited Partner - 99.99% Interest
- General Partner .01% Interest
 - Pennrose Holdings, LLC .0099% of GP
 - Philadelphia Chinatown Development Corporation .0001% of GP

Mailing Address: 1301 N. 31st Street, Philadelphia, PA 19121

PROPERTY DESCRIPTION: 217-53 N. 9th Street – 20,000 square feet (the "Property") The Property is part of 800-830 Vine Street.

Zoning: CMX-4 Use: Residential

Item II (d)

Disposition Value: Nominal (\$1.00)

The City of Philadelphia's ("City") Land Disposition Policy allows for discounted pricing for projects that have a demonstrated community and social impact. In support of the Project's community and social benefit impact, the Property shall have a Declaration of Restrictive Covenants that requires the rental housing units to be leased to low-income individuals and/or families at or below sixty percent (60%) AMI.

FINANCING:

The Redeveloper is purchasing the Property listed above; documentation of available funds in an amount no less than the total Project cost has been provided, see attached outline of sources and uses.

COMMENTS OR OTHER CONDITIONS:

Acquisition and commencement of construction of the proposed Project is estimated to start three (3) months after closing with construction completion within twenty-four (24) months after closing.

The Redeveloper is compliant with the City Revenue Department and has no outstanding tax obligations, conflicts of interest, or unresolved violation of City L&I codes.

Per Chapter 17-1600 of the Philadelphia Code, the Economic Opportunity Plan ranges have been approved by the City at MBE -20% and WBE -10%.

Proposed resolution, photos, site plan, proposed plans, and budget are attached.

Prepared by: Brian Romano, Project Manager II

Reviewed by: Jessie Lawrence, Director of Real Estate

RESOLUTION NO.

RESOLUTION SELECTING 800 VINE SENIOR HOUSING LLC AS REDEVELOPER OF 217-53 N. 9TH STREET LOCATED IN THE CENTER CITY REDEVELOPMENT AREA, INDEPENDENCE MALL UNIT NO. 4 URBAN RENEWAL AREA

BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that 800 Vine Senior Housing LLC is hereby selected as Redeveloper of 217-53 N. 9th Street located in the Center City Redevelopment Area, Independence Mall Unit No. 4 Urban Renewal Area, and approval is hereby given to the Redevelopment Contract and the proposed method of disposition as most appropriate and prudent under the law and circumstances; approving a nominal disposition price of One Dollar (\$1.00); determining that the Redeveloper possesses the qualifications and financial resources necessary to acquire and develop the property in accordance with the Redeveloper's approved plans; further authorizing the execution, delivery and recording of the Redevelopment Contract, Deed, and a Declaration of Restrictive Covenants 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 councilmanic action.

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: 800 Vine Senior Housing, LLC Property Address: 800-30 Vine Street

SOURCE OF FUNDS

Senior Debt
Subordinate Debt
Developer Equity
Other - describe to the right
Other - describe to the right
Other - describe to the right
Other - describe to the right
Other - describe to the right

TOTAL SOURCE OF FUNDS

Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
Yes	\$1,539,960.00	7%	PHFA First Mortgage
	\$0.00	0%	
Yes	\$236,589.00	1%	Deferred Developer Fee
Yes	\$11,748,825.00	52%	Low-Income Housing Tax Credit equity
Yes	\$5,500,000.00	24%	RACP
Yes	\$2,000,000.00	9%	PHFA CCRP Funds
No	\$1,603,242.00	7%	Additional PHFA CCRP Funds - applied for
Yes	\$11,819.00	0.05%	Energy Rebates
	\$22,640,435.00	100%	

USE OF FUNDS

HARD COSTS

ACQUISITION
Property Acquisition
Closing Costs
Other - describe in space to the right
LINUT CONCERNICATION

Cost	% Total
\$0.00	0.00%
\$0.00	0.00%
\$0.00	0.00%
\$13,722,478.20	60.61%

NIT CONSTRUCTION

Complete table at bottom of page OTHER CONSTRUCTION

Landscaping Permits Clearance and Demolition Utility Connections & Tap Fees

\$0.00 0.00% \$31.150.0 0.14% \$1,433,651.00 6.33% \$159,730.00 0.71%

INFRASTRUCTURE Streets and Sidewalks Water and Sewer

\$0.00 0.00% 0.00% \$0.00 0.00% \$0.00 0.00%

Stormwater & Drainage Impact Fees OTHER HARD COSTS

\$512,097.00 2.26% \$152 259 0 0.67%

\$298,800.0

\$673,300.0

\$758,257.0

\$17,741,722.20

Hard Cost Contingency Other - describe in space to the right Other - describe in space to the right Other - describe in space to the right

ond Premium 1.32% Builder's Overhead 2.97% General Requirement 3.35% Builder's Profit

Other - describe in space to the right TOTAL HARD COSTS

SOFT COSTS PROFESSIONAL FEES

Site Planning Architecture & Engineering Legal Consultant Survey Market Study Environmental Organization Expense Other Consultants

\$0.00 \$783,508.00 0.00% 3.46% \$125,000.0 \$0.0 0.00% \$7,900.0 0.03% \$10,000.00 0.04% \$283,000.0 \$0.0 0.00% \$0.00 0.00%

FINANCE COSTS

Construction Loan Interest **Construction Origination** Appraisal Construction Insurance Property Taxes

\$585,686.00 2.59% \$94,623.0 0.42% \$5,500.00 0.02% \$73,701.0 0.33% \$40,000.0 0.18%

OTHER SOFT COSTS **Holding Costs** Soft Cost Contingency Developer Fee, if applicable Other - describe in space to the right

0.00% \$0.00 \$0.00 0.00% \$1.500,000.0 6.63% \$573,334.00 \$505,137.00

2.53% Reserves - Operating, Insurance, Social Services Marketing and lease-up, FF&E, Accounting cost certification, title/recording, energy rater, 2.23% inspection/review fees, Surveillance 1.38% Perm/Construction Financing Fees, Tax Credit Agency Fees, and Syndication Fees

Other - describe in space to the right Other - describe in space to the right TOTAL SOFT COSTS

> \$22,640,435 0.00%

\$4,898,713.00

TOTAL DEVELOPMENT COST Construction/Rehab. Costs

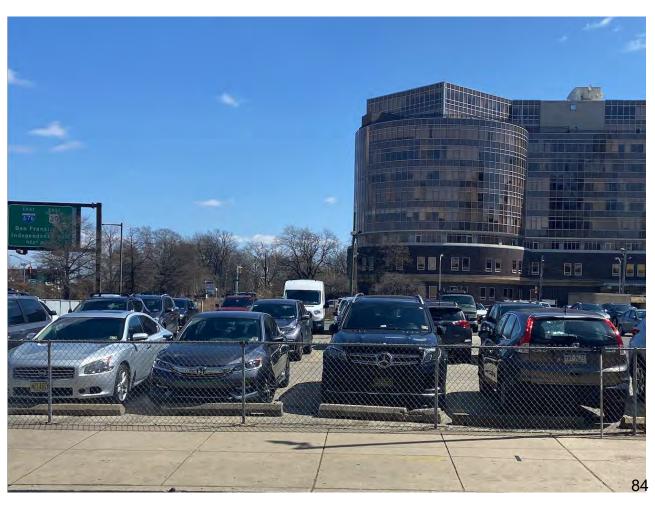
	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost
1	Studio	750	\$296.06	\$222,046.88	12	\$2,664,563
2	1 BR	950	\$296.06	\$281,258.90	38	\$10,687,838
3	2BR	1,250	\$296.06	\$370,077.50	1	\$370,077.50
4		0	\$0.00	\$0.00	0	\$0.00
5		0	\$0.00	\$0.00	0	\$0.00
6		0	\$0.00	\$0.00	0	\$0.00
7		0	\$0.00	\$0.00	0	\$0.00
8		0	\$0.00	\$0.00	0	\$0.00
9		0	\$0.00	\$0.00	0	\$0.00
10		0	\$0.00	\$0.00	0	\$0.00
11		0	\$0.00	\$0.00	0	\$0.00
			\$873,383	51	\$13,722,478	

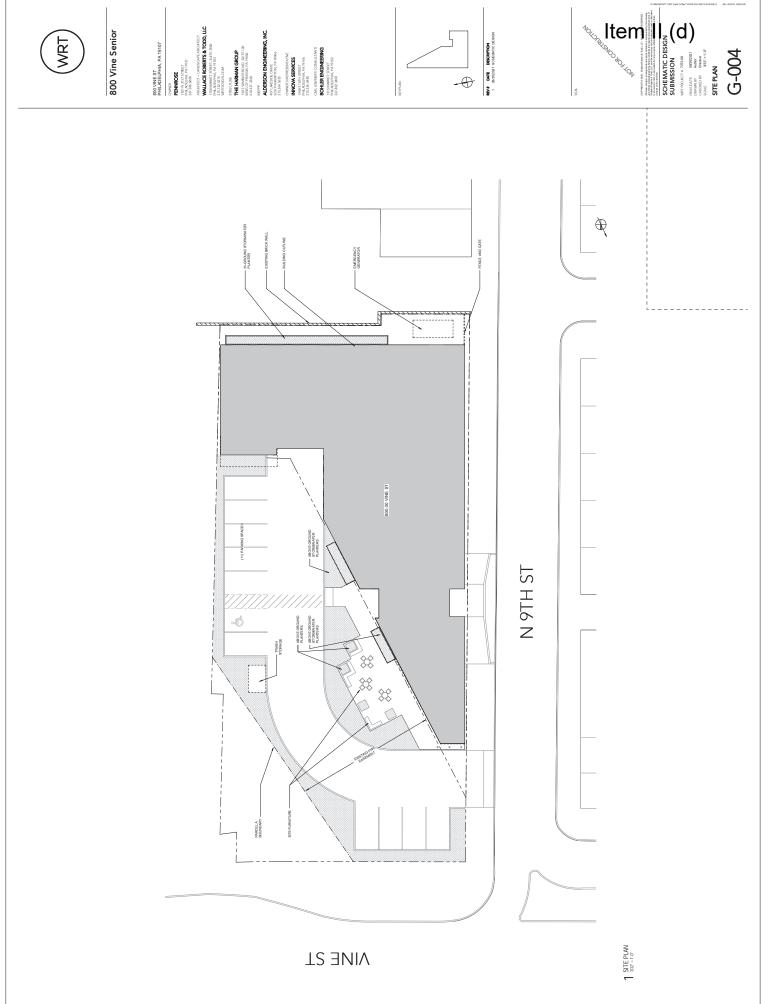
Total Sq. Ft.	Total Sq. Ft. %
9,000	19.42%
36,100	77.89%
1,250	2.70%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
0	0.00%
46,350	100.00%

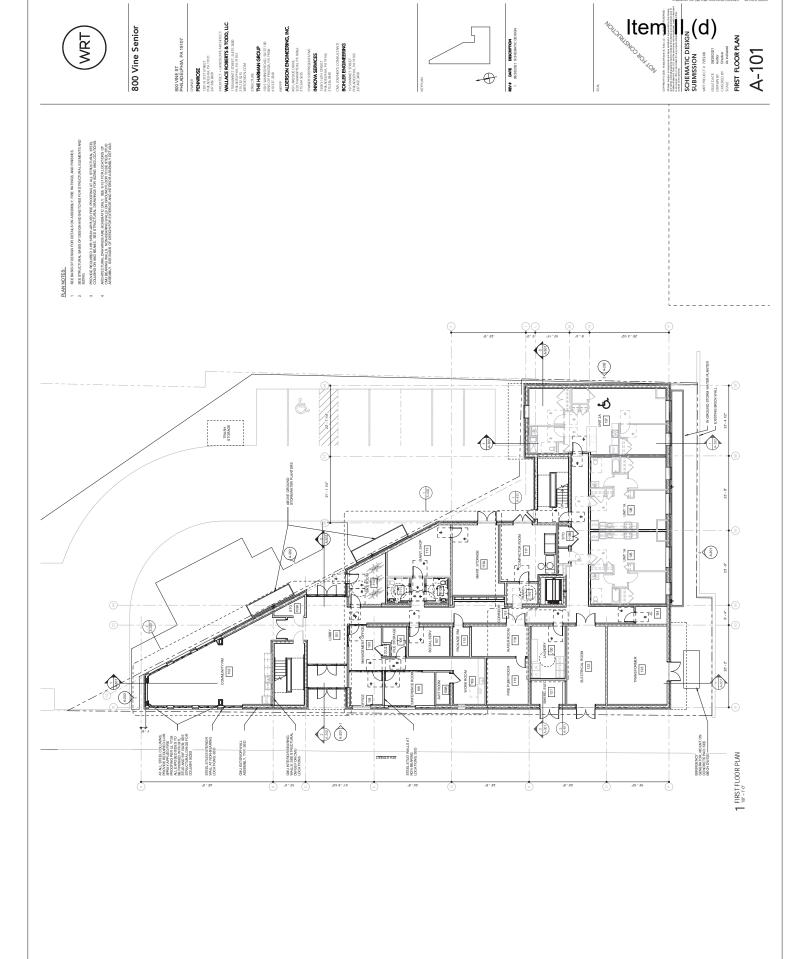
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Item II (d)











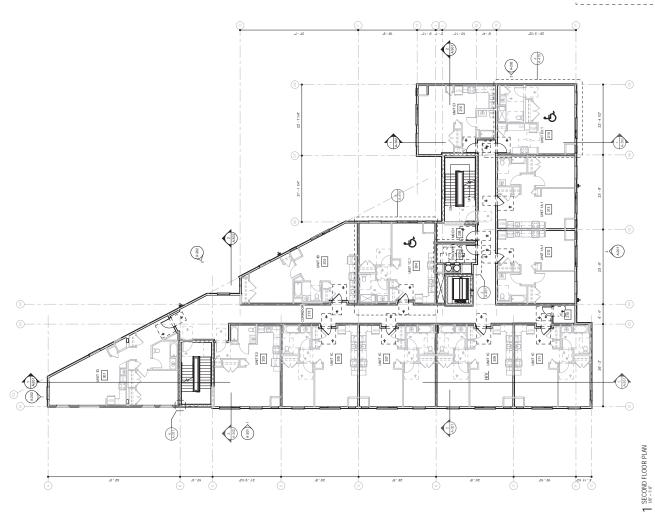


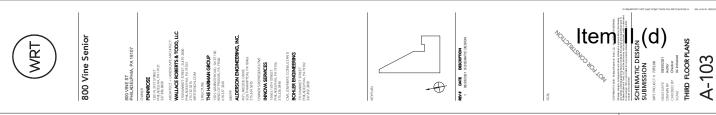
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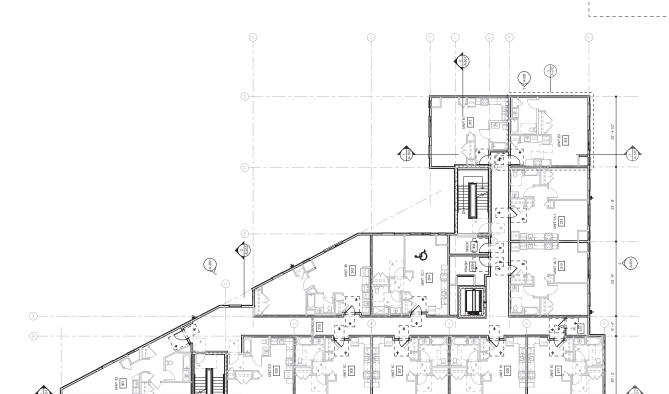
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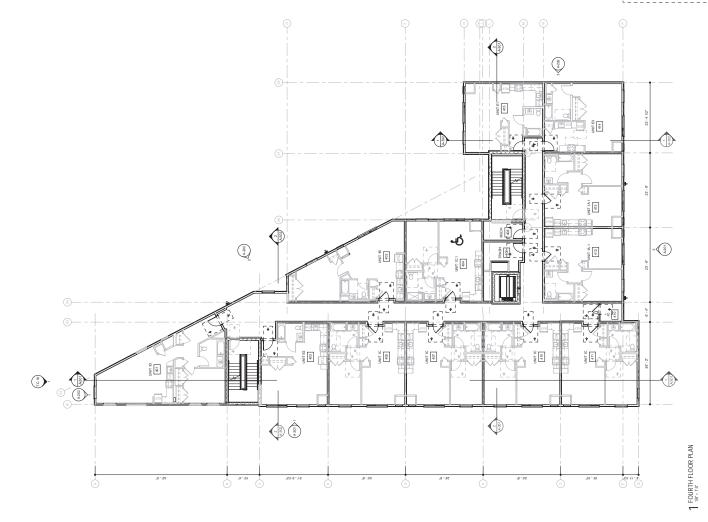
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THIRD FLOOR PLAN



800 Vine Senior

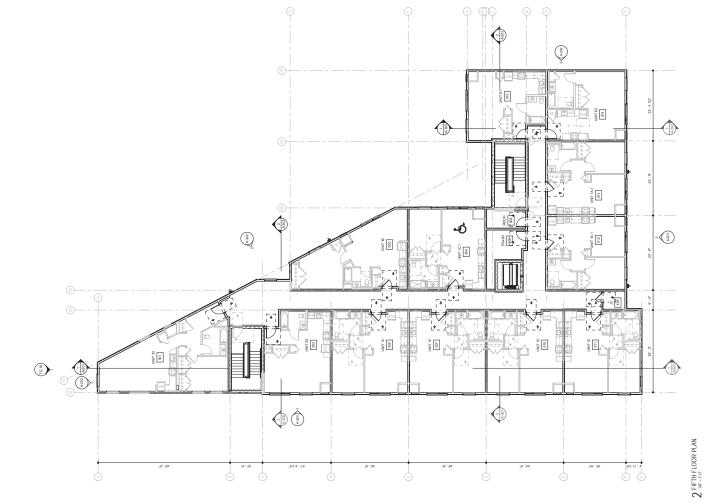
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800 Vine Senior

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 2 SEE STRUCTURE, MASS OF DISCOVERAGE CONTINUOUS ALL MARKET WAS A DROVED OF STRUCTURE, ALL STRUCTU





BOARD FACTSHEET

Meeting of April 13, 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"), which is in the South Central Urban Renewal Area. The project consists of a three and a half (3 1/2) story building, totaling 33,000 gross square feet, which will include thirteen (13) parking spaces and forty-five (45) apartments (the "Project"). There will be twelve (12) studio units, twenty-four (24) one-bedroom units, and nine (9) two-bedroom units in 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:

<u>Term</u>: The term of the proposed Ground Lease is ninety-nine (99) years commencing on the Settlement Date (the "**Term**").

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.

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

<u>Non-Discrimination in Use or Construction of Premises</u>: 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.

<u>Fine Arts</u>: 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.

<u>Insurance</u>: 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.

<u>Subletting and Assignment</u>: Redeveloper is prohibited from subletting or assigning any portion of the Premises unless it satisfies 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).

<u>Leasehold Mortgages</u>: 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: Redeveloper shall be given a right of first refusal option if and when the Authority receives a bona fide offer or response to a request for proposals (or other proposal issued by the Authority) (collectively, "Offer") from 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") to purchase and sell the fee interest in the Premises and the Authority is willing to accept such Offer.

<u>Security Deposit</u>: 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 is leasing the Premises listed above; documentation of available funds or reasonable ability to obtain necessary funds in an amount no less than the total Project costs has been provided, see attached outline of sources and uses.

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 ranges have been approved by the City at MBE -40% and WBE -10%.

Fine Arts will also apply.

Proposed resolution, photos, site plan, proposed plans, and budget are attached.

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 Premises in accordance with the Redeveloper's approved plans; further authorizing the execution, delivery and recording of the Redevelopment Contract for the Premises 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 and a half (3 1/2) story building, totaling 33,000 gross square feet, which will include thirteen (13) parking spaces and forty-five (45) apartments – the current unit mix being twelve (12) studio units, twenty-four (24) one bedroom units, and nine (9) 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: Benchmark Real Estate Partners
Property Address: 614 S. 13th Street

SOURCE OF FUNDS

	Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, desc
Senior Debt		\$7,120,176.75	75.00%	
Subordinate Debt		\$0.00	0.00%	
Developer Equity		\$593,348.06	6.25%	
Other - describe to the right		\$1,780,044.19	18.75%	
Other - describe to the right		\$0.00	0.00%	
Other - describe to the right		\$0.00		
TOTAL SOURCE OF FUNDS		\$9,493,569.00	100.00%	

\$6,116,100.00

USE OF FUNDS

HARD	COSTS
ř.	

ACQUISITION
Property Acquisition
\$20,214.00
\$20,214.00
\$1.79%
Closing Costs
Other - describe in space to the right

Cost
\$170,391.00
\$1.79%
\$18,116.00
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UNIT CONSTRUCTION

Complete table at bottom of page

 OTHER CONSTRUCTION
 \$0.00
 0.00%

 Landscaping
 \$0.00
 0.00%

 Permits
 \$75,000.00
 0.79%

 Clearance and Demolition
 \$25,000.00
 0.26%

 Utility Connections & Tap Fees
 \$50,000.00
 0.53%

Utility Connections & Tap Fees \$50,000.00

INFRASTRUCTURE

Streets and Sidewalks \$50,000.00

Water and Sewer \$50,000.00

Stormwater & Drainage \$50,000.00

 Water and Sewer
 \$50,000.00
 0.53%

 Stormwater & Drainage
 \$50,000.00
 0.53%

 Impact Fees
 \$25,000.00
 0.26%

 OTHER HARD COSTS
 Hard Cost Contingency

 \$608,021.00
 6.40%
 10% of Construction Costs

Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right
Other - describe in space to the right
TOTAL HARD COSTS
\$121,604.00
1.28% for Art Allowance / 1% Construction Tax
Community Donation
FF&E / Security / Audio Visual / Signage / Telecommunication
80.62%

SOFT COSTS

PROFESSIONAL FEES
Site Planning

0.74% \$70,500.00 Architecture & Engineering \$292,510.00 3.08% 1.33% \$125,874.00 Legal \$75,000.00 0.79% Consultant \$5,000.00 0.05% Survey 0.00% Market Study \$0.00 \$25,000.00 Environmental 0.26% 0.53% Organization Expense \$50,000.00 0.53% Other Consultants \$50,000.00

 FINANCE COSTS
 \$356,384.00
 3.75%

 Construction Loan Interest
 \$36,544.00
 0.38%

 Construction Origination
 \$36,000.00
 0.06%

 Appraisal
 \$6,000.00
 0.54%

 Construction Insurance
 \$51,516.00
 0.54%

 Construction Insurance
 \$51,516.00
 0.54%

 Property Taxes
 \$82,650.00
 0.87%
 2 years at currently assessed value

 OTHER SOFT COSTS
 \$86,620.00
 0.91%

 Soft Cost Contingency
 \$83,543.00
 0.88%

0.88% Soft Cost Contingency \$83,543.00 \$317,723.00 3.35% Developer Fee, if applicable \$75,000.00 0.79% working capital / preconstuction Other - describe in space to the right \$50,000.00 0.53% financing cost contingency Other - describe in space to the right \$0.00 0.00% Other - describe in space to the right **TOTAL SOFT COSTS** \$1,839,864.00 19.38%

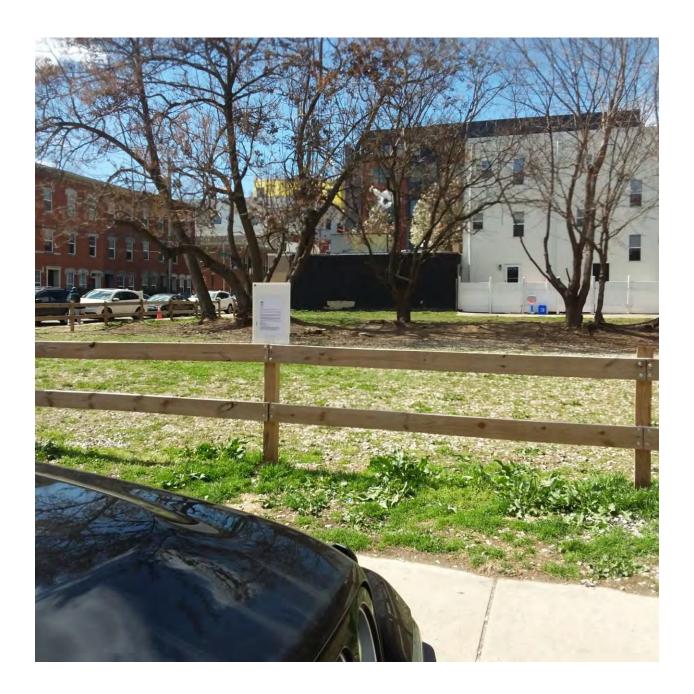
TOTAL DEVELOPMENT COST \$9,493,569.00 100.00%

Construction/Rehab. Costs

	<u> </u>					
	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost
1	45 Unit Multifamily Building	33,060	\$185.00	\$6,116,100.00	1	\$6,116,100.00
2		0	\$0.00	\$0.00	0	\$0.00
3		0	\$0.00	\$0.00	0	\$0.00
4		0	\$0.00	\$0.00	0	\$0.00
5		0	\$0.00	\$0.00	0	\$0.00
6		0	\$0.00	\$0.00	0	\$0.00
7		0	\$0.00	\$0.00	0	\$0.00
8		0	\$0.00	\$0.00	0	\$0.00
9		0	\$0.00	\$0.00	0	\$0.00
10		0	\$0.00	\$0.00	0	\$0.00
11		0	\$0.00	\$0.00	0	\$0.00
			TOTALS	\$6,116,100.00	1	\$6,116,100.00

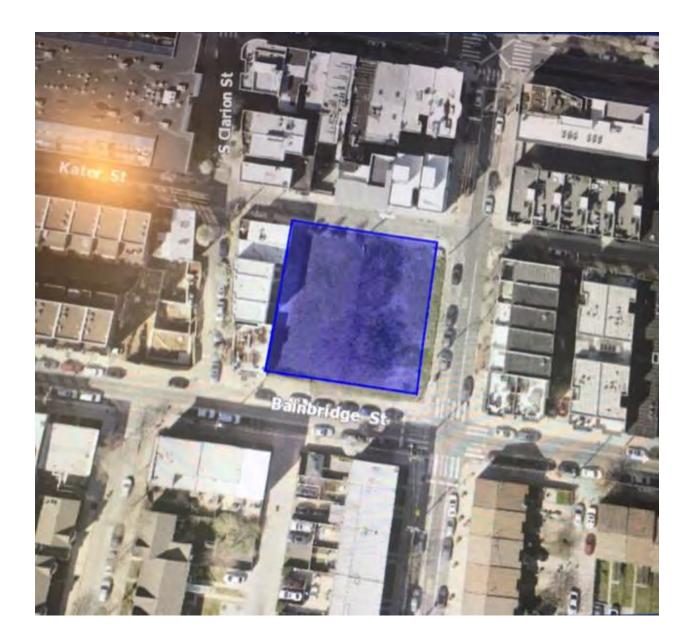
Total Sq. Ft.	Total Sq. Ft. %
33,060	100.00%
0	0.00%
0	0.00%
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0	0.00%
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0	0.00%
0	0.00%
0	0.00%
33,060	100.00%

Rev. Jan. 2021





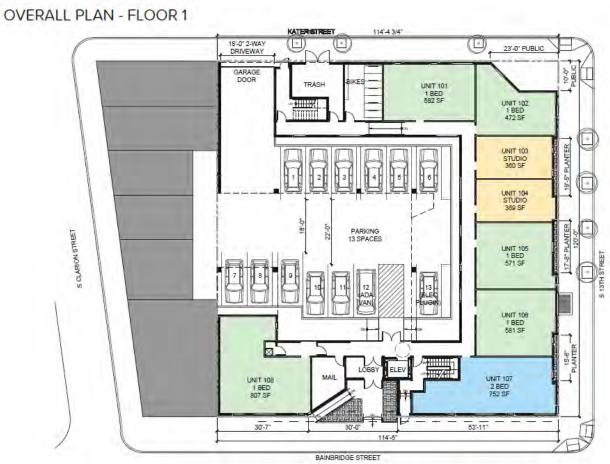
Item II (e)



Item II (e)





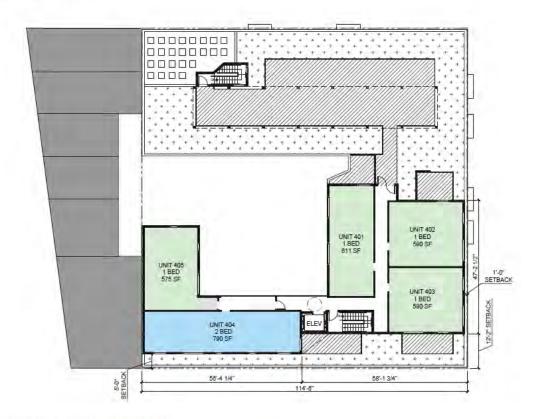


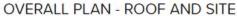
OVERALL PLAN - FLOOR 3



OVERALL PLAN - FLOOR 2









Item II (e)





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

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

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

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

Sent from my iPhone

From: Sent: Brittany Cillo

Special Strategy Company 2 2021 9-21 PM

To:

Thursday, December 2, 2021 9:21 PM Ryan Harmon

Subject:

614-26 S 13th 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 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

From:

Michael Wilkins <mikewilkinsjr@gmail.com>

Sent:

Thursday, December 2, 2021 9:29 PM

To:

Ryan Harmon

Subject:

13th and Bainbridge lot

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,

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

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

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

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,

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

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

Thank you David Lo

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

To:

Ryan Harmon

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

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 lamesolstein.com @lamesolsteinillustration

Elizabeth Bonaccorso

From: Sent: Turtlebug •• Folay@turtlebug.org> Saturday, December 4, 2021 11:29 AM

To:

Ryan Harmon

Subject:

Turtlebug -December 8th Conveyance Comment

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

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 reliving. 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 reliving benefits found in stewardship and outside Play.

Play, Art and Nature are stress reliving 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 glant 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

Item II (e)

215.687.1212
Turtlebug.org ♥ ♠ ♣
#fortheloveofturtlebug

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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
perrygiri@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 < judithomas 73@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 < rpatel 387@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 (**)
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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

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 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 <u>novel</u> 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, <u>please look inside yourself and ask</u> "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.

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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, <u>please look inside yourself and ask</u> "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: <u>Anne.Fadullon@phila.gov</u>

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 < rebeccarcollins@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; ryan.harmon@phdc.phila.gov

<ryan.harmon@phdc.phila.go>

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.

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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



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)

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.

 $\underline{https://phillyyimby.com/2021/10/construction-advances-at-broad-street-flats-at-701-south-broad-street-in-hawthorne-south-philadelphia.html}$

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

From: Susan Varghese
To: Elizabeth Bonaccorso

Subject: FW: Opposed to development of 614-26 S.13th st

Date: Friday, April 8, 2022 11:52:00 AM

----Original Message----

From: Steven Lo <lumminations@yahoo.com> Sent: Thursday, March 31, 2022 6:29 PM

To: Ryan Harmon < Ryan. Harmon @ phdc.phila.gov > Subject: Opposed to development of 614-26 S.13th st

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Hello again 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. Not to mention that I have a child on the way and the construction noises will not help in the sleepless nights to come.

This development will take away many 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. I pay for an annual permit, but at times it seems that is still impossible to find parking. 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 area as well as the reasons I mentioned above.

Thanks,



3/31/2022

To the Members of the Redevelopment Authority:

The Hawthorne Empowerment Coalition (HEC), the RCO for Hawthorne, has hosted two community meetings with Mr. Kenneth Penn of Benchmark Real Estate Group regarding a new development at 13th and Bainbridge. At the first meeting, the HEC and the community relayed concerns about the project. Of prime concern was the effect this development would have in regard to parking near the project location. In our previous letter to the Redevelopment Authority, the HEC board recommended that there should be a pause in this project to allow some of the other nearby developments currently under construction to be completed so that we could better asses the impact of this project. Since that time, Benchmark Real Estate Group reevaluated the project plans with an eye to addressing the concerns of the community. In response, they made major modifications to the plan to allow for parking on the property. The new plan was presented to the community at our March meeting and was well received by the attendees. Based on the current plans, the HEC is now in favor of the project. With the inclusion of affordable housing and internal parking, we feel this will be a great addition to our community.

For the HEC Board, Albert Hicks Jr. (Acting President)
 From:
 stan platt

 To:
 Susan Varghese

 Cc:
 Elizabeth Bonaccorso

Subject: Board Action - Proposed Redevelopment 13th Street Between Bainbridge and Kater Streets

Date: Friday, April 8, 2022 2:28:02 PM

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Dear PRA Board:

Our condo is located diagonally across 13th Street from the proposed redevelopment site. From my office window I constantly see a parade of people using the lot: pre-school kids in orange vests, parents with their kids, people with dogs, or people just enjoying the sun. For an undeveloped piece of land with just six trees and a mixed gravel/grass surface, it is amazing the number and diversity of people using it. I've observed people on their own initiative trimming trees; for a city full of garbage-filled lots, it is remarkable how garbage free it is.

I'm very torn about the best use for the vacant site. On one hand, I'm very cognizant the city needs more housing, especially below market rate development. Probably another 45 dwelling units with 10-15 below market rate units will not make much difference in the neighborhood. We are densely developed with no vacant lots and already have a significant number of mixed-income units as an aftermath of Martin Luther King Plaza redevelopment. One of the things that I like about the neighborhood is its diversity in terms of housing stock and people. On the other hand, the neighborhood is under stress. Lack of on-street parking, spillover noise from muscle cars/motorcycles/ATVs on Broad and South Streets, and development are having a negative impact on Hawthorne's quality of life. In letters to PRA, commentators have consistently pointed out the lack of on-street parking, the project at Broad and Bainbridge, and this proposal. These are shortterm issues. However, I'm more concerned about longer-term development trends. The initial phase of a 1,400 DU project on Washington Avenue at 13th Street is under construction. It is only a matter of time before the gas stations, convenience stores, and fast food places on Broad Street between Carpenter and Bainbridge are redeveloped bringing hundreds more dwelling units to the neighborhood. Hawthorne is a neighborhood that works due the diversity of its residents both in terms of racial composition and economic status. It is a model for many other neighborhoods of people getting along together. It deserves to be preserved. We need to be investing in neighborhood infrastructure and community assets and not another midrise residence that can be constructed anywhere.

I've read lots of books on urban planning and architecture. I don't think people really know what makes neighborhoods work and not work. What I do know is that you don't give away a precious community asset for the short-term benefit of getting a parcel off PRA books. The lot is already serving the community, give us an opportunity to improve it and make it accessible to additional residents.

Thank you for your consideration. Help preserve Hawthorne. I'm willing to work with PRA and others in the community to make it work.

Stanley Platt 1240 South Street, Unit 4 Philadelphia, PA, 19147

The above e-mail was original sent to Ryan Harmon. In accordance with his automatic reply it has been redirected to you.



BOARD FACTSHEET

Meeting of April 13, 2022 Modification of Loan Terms and Subordination Agreement between 1604 West Allegheny Limited Partnership, Firstrust Savings Bank, and Philadelphia Redevelopment Authority Bancroft Court Apartments

TRANSACTION SUMMARY

Philadelphia Redevelopment Authority (the "Authority") staff seek authorization from the Board to modify loan terms and enter into a subordination agreement for the development financing for the Bancroft Court Apartments.

BACKGROUND/PROJECT DESCRIPTION:

In 1991, the Philadelphia Housing Development Corporation ("PHDC") provided a loan in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000) (the "Loan") to 1604 West Allegheny Limited Partnership, a Pennsylvania limited partnership ("Borrower"). The proceeds of the Loan, secured by a third mortgage (the "Mortgage"), along with Pennsylvania Housing Finance Agency financing and syndication proceeds from the sale of low-income housing tax credits were used to develop Bancroft Court Apartments located at 1604 W. Allegheny Avenue (the "Property"). The Bancroft Court Apartments was developed as new construction of sixty (60) units of affordable rental housing for low to moderate-income families (the "Project"). The Mortgage was assigned by PHDC to the Authority.

Pursuant to Resolution No. 18,374 adopted February 27, 2007, the Board authorized the Authority to subordinate the Mortgage to a Citizens Bank loan in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000) to make capital improvements to the Property and to extend the maturity date of the Loan to March 2026. The interest continued to accrue at an interest rate of one (1%) percent.

Borrower wants to preserve the Property for low to moderate-income families and has developed a plan that includes capital improvements to the Project. To finance the capital improvements, the Borrower has received a loan commitment from Firstrust Savings Bank in the amount of One Million One Hundred Thousand Dollars (\$1,100,000) (the "Firstrust Loan"), which will be secured by a mortgage against the Property for the same amount (the "Firstrust Mortgage"). The proceeds of the Firstrust Loan will be utilized to repay the existing Citizens Bank loan and to fund the capital improvements. The capital improvements have been reviewed by the PHDC Housing Construction division.

In order to maintain the affordability of the Project, the Borrower has requested the Authority to:

 modify the terms of the Loan to eliminate the interest rate and extend the repayment date by fifteen (15) years from the date the modification is executed; and • enter into a subordination agreement in favor of Firstrust Savings Bank to subordinate the Mortgage to the Firstrust Mortgage.

BOARD ACTION

The Board is asked to consent to the following:

- Permit the Authority to modify the terms of the Loan to eliminate the interest rate on the Loan and extend the maturity date of the Loan to be due and payable fifteen (15) years from the date of execution of the modification; and
- Permit the Authority to enter into a subordination agreement in favor of Firstrust Savings Bank to subordinate the Mortgage to the Firstrust Mortgage.

Proposed Resolution is attached.

Prepared by: James L. Brown, V, Housing Development Officer

Reviewed by: Darci Bauer, Housing Finance Director

RESOLUTION NO.

RESOLUTION AUTHORIZING THE AUTHORITY TO MODIFY THE TERMS OF AN EXISTING LOAN TO 1604 WEST ALLEGHENY LIMITED PARTNERSHIP AND ENTER INTO A SUBORDINATION AGREEMENT WITH 1604 WEST ALLEGHENY LIMITED PARTNERSHIP AND FIRSTRUST SAVINGS BANK

WHEREAS, in 1991 the Philadelphia Housing Development Corporation ("PHDC") provided a loan in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000) (the "Loan") to 1604 West Allegheny Limited Partnership ("Borrower"). The proceeds of the Loan, secured by a third mortgage (the "Mortgage"), along with financing from Pennsylvania Housing Finance Agency and syndication proceeds from the sale of low-income housing tax credits were used to develop Bancroft Court Apartments located at 1604 W. Allegheny Avenue (the "Property"). The Bancroft Court Apartments was developed as new construction of sixty (60) units of affordable rental housing for low to moderate-income families (the "Project"); and

WHEREAS, the Mortgage was assigned by PHDC to the Philadelphia Redevelopment Authority (the "Authority"); and

WHEREAS, pursuant to Resolution No. 18,374 adopted February 27, 2007, the Board authorized the Authority to subordinate the Loan to a Citizens Bank loan in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000) to make capital improvements to the Property and to extend the maturity date of the Loan to March 2026. The interest continued to accrue at the rate of one percent (1%); and

WHEREAS, Borrower wants to preserve the Property for low to moderate-income families and has developed a plan that includes capital improvements to the Project. To finance the capital improvements, the Borrower has received a loan commitment from Firstrust Savings Bank in the amount of One Million One Hundred Thousand Dollars (\$1,100,000) (the "Firstrust Loan"), which will be secured by a mortgage against the Property for the same amount (the "Firstrust Mortgage"). The proceeds of the Firstrust Loan will be utilized to repay the existing Citizens Bank loan and to fund the capital improvements; and

WHEREAS, in order to maintain affordability of the Project, the Borrower has requested the Authority modify the terms of the Loan and subordinate the Mortgage to the Firstrust Mortgage.

NOW THEREFORE, BE IT RESOLVED, by the Philadelphia Redevelopment Authority, that the Authority is authorized to take the following actions:

- 1. Modify the terms of the Loan to eliminate the interest rate and extend the maturity date of the Loan to be due and payable fifteen (15) years from the date of execution of the modification; and
- 2. Enter into a Subordination Agreement in favor of Firstrust Savings Bank to subordinate the Mortgage to the Firstrust Mortgage.

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.