



**ON BEHALF OF THE PHILADELPHIA LAND BANK**

## **REQUEST FOR PROPOSALS**

**POINT BREEZE CROSS STREET ET AL 020320**

**PHILADELPHIA, PA 19146**

**JUNE 29, 2020**

**PHILADELPHIA HOUSING DEVELOPMENT CORPORATION**

**LAND MANAGEMENT**

**ON BEHALF OF THE PHILADELPHIA LAND BANK**

**1234 MARKET STREET, 17<sup>TH</sup> FLOOR**

**PHILADELPHIA, PENNSYLVANIA 19107**

**NOTICE: The Philadelphia Land Bank is subject to the Pennsylvania Right to Know Law. Any information provided in your response to this Request for Proposals may be subject to disclosure to the public. Documents provided in response to this RFP may also be required to be disclosed by applicable law, subpoena, and/or court order.**

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### EXHIBITS

- A – LEGAL DESCRIPTIONS
- B – SITE PLANS
- C – ECONOMIC OPPORTUNITY PLAN
- D – INSTRUCTIONS FOR GENERAL APPLICATION TO PURCHASE PROPERTY
- E – GENERAL APPLICATION TO PURCHASE PROPERTY
- F – SOURCES AND USES OF FUNDS WORKSHEET
- G – CERTIFICATE OF NON-INDEBTEDNESS
- H – TAX STATUS, CONFLICT OF INTEREST, AND PUBLIC DISCLOSURE FORMS
- I – CAMPAIGN DISCLOSURE FORM
- J – FORM PURCHASE AGREEMENT
- K – HOUSEHOLD INCOME GUIDELINES

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## I. INTRODUCTION

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The Philadelphia Housing Development Corporation (“PHDC”), on behalf of the Philadelphia Land Bank (“Land Bank”), is soliciting proposals from developers to acquire and develop eighteen (18) parcels located in the Point Breeze neighborhood for affordable homeownership in accordance with this Request for Proposals (“RFP”).

The site consists of the following addresses (collectively, the "Development Site"):

- |                          |                           |                        |
|--------------------------|---------------------------|------------------------|
| 1. 2231 Cross Street     | 9. 2256 Greenwich Street  | 17. 2239 Wilder Street |
| 2. 2232 Cross Street     | 10. 2305 Greenwich Street | 18. 2315 Wilder Street |
| 3. 2235 Cross Street     | 11. 2309 Greenwich Street | 19. 2241 Wilder Street |
| 4. 2249 Cross Street     | 12. 2230 Reed Street      | 20. 2243 Wilder Street |
| 5. 2252 Cross Street     | 13. 2318 Tasker Street    |                        |
| 6. 2324 Cross Street     | 14. 2214 Wilder Street    |                        |
| 7. 2227 Fernon Street    | 15. 2220 Wilder Street    |                        |
| 8. 2224 Greenwich Street | 16. 2222 Wilder Street    |                        |

The Development Site has an aggregate appraised fair market value of \$1,768,000.

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## II. SUMMARY DATA

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- Development Site: The legal description and site plan are attached as Exhibits “A” and “B”, respectively
- Deposit: The greater of \$1,500 or 10% of Offer Price
- Zoning Classification: RM-1; CMX-2

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## III. SCOPE OF DEVELOPMENT

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Applicants are expected to submit competitive offer prices for the entire Development Site. The purchase of less than the entire Development Site will not be considered.

**IN ADDITION TO ALL OTHER REQUIREMENTS, ALL APPLICATIONS MUST MEET EACH OF THE FOLLOWING REQUIREMENTS (A, B, AND C BELOW) TO BE CONSIDERED:**

- A. Not less than 70% of residential units produced shall be:

- i. reserved for purchasers with household incomes not to exceed 80% of the area median income (“AMI”) as determined by the United States Department of Housing and Urban Development - refer to Exhibit “K” for the annual household income limits; and
- B. Features and finishes for all units must be consistent throughout the development.
- C. A detailed plan and strategy to market the residential units within the community must be provided – See Section VII.D for additional information regarding the contents of the marketing plan.

Any Application, as defined below, not meeting each of these requirements will be disqualified and ineligible for consideration.

#### IV. OBTAINING SUBMISSION MATERIALS

Submission materials are available on the webpage reserved for this RFP located on PHDC’s website at [www.phdcphila.org/developers/development-rfps/](http://www.phdcphila.org/developers/development-rfps/)

#### V. PRE-SUBMISSION CONFERENCE

A pre-submission Zoom conference (non-mandatory) will be held on July 15, 2020 at 10:00 AM to answer any questions regarding this RFP. Interested parties are urged to attend this conference. If you are interested in attending this virtual conference, please contact Brad Vassallo at [bradley.vassallo@phdc.phila.gov](mailto:bradley.vassallo@phdc.phila.gov) by close of business July 7, 2020.

#### VI. SUBMISSION SCHEDULE & DEADLINES

All Applications (as hereafter defined), **along with a good faith deposit in the amount of \$1,500 or 10% of the offer price, whichever is greater**, must be received on or before 4:00 PM on July 29, 2020.

Applications may be submitted either:

- (1) on-line by clicking the Online Submission button located on the webpage reserved for this RFP on PHDC’s website; or
- (2) by U.S. mail return receipt; by a nationally recognized delivery service (e.g., FedEx), or (ii) by hand delivery. See Section VIII for the mailing address.

The only acceptable evidence of timely delivery will be (i) a U.S. mail return receipt or a receipt from a nationally recognized delivery service (e.g., FedEx) showing the date of delivery, (ii) a time-stamped receipt from the PHDC/Land Bank receptionist if hand delivering an Application or deposit; and (iii) an electronic submission date/time stamp.

**The dates indicated below are estimates only. PHDC and the Land Bank reserve the right, in their sole and absolute discretion, to alter this schedule as deemed necessary or appropriate.**

Schedule	Date
RFP Posted	June 29, 2020
Pre-submission Conference	July 15, 2020 at 10:00 AM

Questions Due*	July 16, 2020 at 4:00 PM
Questions and Answers Posted	July 20, 2020
Submissions Deadline	July 29, 2020 at 4:00 PM
Estimated Selection Date	August 10, 2020

\* All questions regarding this RFP must be submitted in writing by email to: [RFP@phdc.phila.gov](mailto:RFP@phdc.phila.gov) with the subject line **“Questions – Point Breeze Cross Street RFP”**.

Questions will not be accepted by telephone. Questions will only be accepted until July 16, 2020 at 4:00 PM. All questions and a response to each will be posted on the webpage reserved for this RFP located on PHDC’s website no later than July 20, 2020.

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## VII. SUBMISSION REQUIREMENTS

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### A. Application

A completed General Application to Purchase Property attached as Exhibit “E” (“General Application Form”) along with all other required attachments, forms, and supporting documentation (collectively and together with the General Application Form, “Application”) must be submitted.

**YOU ARE STRONGLY ENCOURAGED TO UTILIZE THE INSTRUCTIONS FOR GENERAL APPLICATION TO PURCHASE PROPERTY ATTACHED AS EXHIBIT “D” (“INSTRUCTIONS”) AND THE CHECKLIST ATTACHED TO THE INSTRUCTIONS.**

Each Application must include the following items:

1. Application to Purchase Property attached as Exhibit “E”
2. Tax Status Certification Request, Conflict of Interest, and Additional Disclosures Form attached as Exhibit “H”
3. Certificate of Non-Indebtedness attached as Exhibit “G”
4. Sources and Uses of Funds Worksheet attached as Exhibit “F”
5. Proof of Funds (see Instructions)
6. Preliminary Plans (see Instructions)
7. List of Completed Projects, if applicable (see Instructions)
8. List of Publicly Owned Property Acquired, if applicable (see Instructions)
9. Development Team Qualifications (see Instructions)
10. Organizational Documents, if applicable (see Instructions)
11. Campaign Disclosure Forms attached as Exhibit “I” (applicable for nominal and discounted pricing only)
12. Narrative and Cover Letter (see Section B below)
13. Economic Opportunity Plan (see Section C below)
14. Marketing Plan (see Section D below)
15. Deposit (see Section E below)

### B. Narrative

A cover letter and written narrative describing the proposed development must be provided. The cover letter and narrative should be no longer than eight (8) pages in length with 1-inch margins and 12-point font size.

### Cover Letter

The cover letter, no longer than two (2) pages, should be addressed to Angel Rodriguez, Senior Vice President of Land Management, and summarize and describe the proposed development. The following elements must also be included and highlighted within the letter:

- Offer Price – A lump sum offer price is required. Applications that seek a cash development subsidy will not be considered. Any deviations between your offer price and the appraised value of \$1,768,000 must be explained.
- General overview of the development, including number and types of structures and units, square footage, and total development costs
- Any required zoning variances or exceptions.

### Written Narrative

The narrative should describe how the proposed project best achieves all requirements of this RFP along with the following elements listed below. Please boldface each element within the body of the narrative:

1. **Economic Opportunity and Inclusion:** Describe the identified development team’s experience utilizing Certified M/W/DSBE firms - defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), Disabled Business Enterprises (DSBE), or Disadvantaged Business Enterprises (DBE) - and track record for engagement and inclusion of minority workforce.
  - a. Describe the project’s plan for engaging M/W/DSBE firms and workforce.
  - b. Describe the M/W/DSBE existing certification for all individuals, corporations, and joint venture partners with a 10% or more ownership interest (include ownership or proof of ownership).
  - c. Include information for the most recent three projects identifying total development cost, MBE/WBE/DBE contractors and vendors, the percentage of participation of each and the respective dollar amounts awarded to said contractor and/or vendor.
  - d. Include information for general contractor and subcontractor participation and evidence of MBE/WBE/DBE existing certification and ownership.
2. **Financial Feasibility:**
  - a. Describe the financial viability and assuredness that the project being proposed will be completed within a reasonable timeframe and at the cost proposed with identified and securable financing sources.
  - b. Explain whether development costs are in accordance with industry norms.
  - c. Explain the project’s schedule considering the city’s entitlement and permitting processes.
  - d. Explain the timing of all funding sources identified on the project budget.
3. **Development Team Experience:**

- a. Explain the applicant's prior project experience. Detailed information should be provided for similar projects completed in the past three years and any history of development team members working together on prior projects.
- b. References for prior projects must be provided.
- c. Pictures of completed projects should be provided.
- d. Explain the applicant's capacity to complete the proposed project based on ability to secure financing and to complete the project in accordance with the submitted project schedule given current and future projects.

**4. Public Purpose:**

- a. Explain whether the project meets or exceeds the affordable housing requirements set forth in Section III.
- b. Explain whether the project creates low-moderate jobs along with the number of jobs expected to be created.
- c. Provide a detailed description of the project
- d. Describe any social impact component (e.g., access to fresh food, early childhood education, a community facility, or public open space) and the population served.

**5. Project Design:**

- a. Explain the overall design of the project along with the merits of the overall design. See section X, item 5 for encouraged design qualities.
- b. Explain any features for sustainable design including, without limitation, optimization of site potential, minimization of non-renewable energy consumption, environmentally preferable materials, protection and drainage of groundwater and storm water run-off, designed to LEED Silver or equivalent.
- c. Explain the accessibility features of the project. The project must be fully accessible to all individuals.
- d. List all properties to be included in the project including those not included in this RFP. Explain whether the project will require a zoning variance.

6. **Offer Price:** Describe how the offer price was determined and how it is appropriate given the proposed project. Any deviations between your offer price and the appraised value of \$1,768,000 must be explained.

**C. Economic Opportunity Plan**

The employment of qualified M/W/DSBE firms is strongly encouraged. If the applicant is a Certified M/W/DSBE, please submit information to confirm certification as part of the Application. Applicants must complete and submit the "City of Philadelphia Economic Opportunity Plan" form attached as Exhibit "C".

The City has established a citywide goal of 35% M/W/DSBE utilization; however, applicants are encouraged to seek the highest levels of M/W/DSBE attainment.

**D. Marketing Plan and Income Eligibility**

Applications must include a detailed plan and strategy to market the residential units. Describe the communications methods to be used, the intended target audience, and the timeframes associated with each method.

The marketing plan must also provide that the Philadelphia Housing Authority may exclusively market the units for the first thirty (30) days.

Income eligibility certification for each prospective purchaser of a unit will be conducted.

The selected applicant's marketing plan will be subject to approval pursuant to the purchase agreement and, as such, will be subject to change. The selected applicant will not market, offer for sale, or enter into any sales or reservation agreement for any unit until the marketing plan is approved.

#### **E. Deposit**

Applications must include a deposit in the amount of one thousand five hundred dollars (\$1,500) or ten percent (10%) of the offer price, whichever is greater.

The deposit must be submitted along with your Application by the deadline and may be submitted either:

- (1) using the PayPal link located on the on-line submission form; or
- (2) in the form of a cashier's check, certified check, or money order made payable to the "Philadelphia Land Bank" and delivered by U.S. mail return receipt; by a nationally recognized delivery service (e.g., FedEx), or (ii) by hand delivery. See Section VIII for the mailing address.

The only acceptable evidence of timely delivery will be (i) a U.S. mail return receipt or a receipt from a nationally recognized delivery service (e.g., FedEx) showing the date of delivery, (ii) a time-stamped receipt from the PHDC/Land Bank receptionist if hand delivering an Application or deposit; and (iii) an electronic submission date/time stamp.

The selected applicant's deposit will become "hard" money upon signing the purchase agreement, the form of which is attached as Exhibit "J".

At settlement, the deposit is converted into a "security completion" deposit (a/k/a performance deposit) and is held until the project is completed in accordance with the purchase agreement. If the selected applicant fails to timely provide the required deposit, the applicant may be disqualified at PHDC's/Land Bank's sole and absolute discretion.

For those applicants not selected, the deposit will be refunded within thirty (30) days after mailing of a rejection letter. Interest earned on any deposits will not be paid to any applicant.

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### **VIII. SUBMISSION OF APPLICATIONS**

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All Applications, **along with a good faith deposit in the amount of \$1,500 or 10% of the offer price, whichever is greater**, must be received no later than **4:00 PM on July 29, 2020**.

**Absolutely no Applications will be accepted after this time.**



**Applications may be submitted either:**

- (1) on-line by clicking the Online Submission button located on the webpage reserved for this RFP on PHDC's website; or
- (2) by U.S. mail return receipt; by a nationally recognized delivery service (e.g., FedEx), or (ii) by hand delivery. See Section VIII for the mailing address.

**All Applications submitted by U.S. mail return receipt; by a nationally recognized delivery service (e.g., FedEx), or by hand delivery must:**

(A) include one (1) original unbound copy of the Application, as well as a flash drive of the Application in PDF format, and

(B) be addressed to:       Angel Rodriguez  
Senior Vice President of Land Management  
Philadelphia Housing Development Corporation  
1234 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19107

The only acceptable evidence of timely delivery will be (i) a U.S. mail return receipt or a receipt from a nationally recognized delivery service (e.g., FedEx) showing the date of delivery, (ii) a time-stamped receipt from the PHDC/Land Bank receptionist if hand delivering an Application or deposit; and (iii) an electronic submission date/time stamp.

An applicant, whether an individual, partnership, LLC, non-profit, for-profit, or other entity, may submit only one response to this RFP. Individuals that are related to each other or business entities that are related to each other or to a common entity may not submit separate Applications. PHDC and the Land Bank, in their sole and absolute discretion, may reject any Application where: 1) the applicant or principals of the applicant are substantially similar or substantially related parties; or 2) it has been determined that the applicant violated these restrictions or the spirit of these restrictions.

Neither PHDC nor the Land Bank will pay any fees, commissions, or other amounts to any parties acting as agents, brokers, consultants, or contractors as part of this transaction. Payment to any agents, brokers, consultants, or contractors are the sole responsibility of each applicant.

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**IX. PRELIMINARY REVIEW**

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Each Application will be initially reviewed to determine compliance with the Instructions, the requirements of this RFP, and the Disposition Policy. The Disposition Policy can be found on PHDC's website at [www.phdcphila.org/land-management/maps-data-policies/policies/](http://www.phdcphila.org/land-management/maps-data-policies/policies/).

Applications that do not adhere to the Instructions, the requirements of this RFP, or are not in compliance with the Disposition Policy may be disqualified pursuant to Section XIII below.

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## X. EVALUATION OF APPLICATIONS

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Applications deemed satisfactory following the Preliminary Review will be further evaluated using the scoring and selection criteria below. No one factor, but rather a combination of factors, will determine the successful applicant. The selected applicant will be subject to all required approvals as set forth in Section XII below and continued compliance with all applicable requirements. The Land Bank is not obligated to dispose of any property to any applicant, including the highest scoring applicant.

**1. Economic Opportunity and Inclusion (30 points)**

- Goals for M/W/DSBE inclusion
- M/W/DSBE Firms comprising the development team
- Commitment to M/W/DSBE Workforce
- Track record of M/W/DSBE inclusion and minority workforce inclusion

**2. Public Purpose - Social Impact (15 points)**

- Strength of Social Impact Plan
- Creativity and innovation
- Ability to define, evaluate and track measurable outcomes

**3. Development Team Experience and Capacity (20 points)**

- Competence and experience of team
- Track record on similar projects
- Suitability for this specific development opportunity
- History of team partnership
- Experience working with PHDC and other public entities

**4. Financial Feasibility (20 points)**

- Financing plan
- Demonstration of project feasibility
- Evidence of Applicant team capacity

**5. Project Design (10 points)**

- Quality of design concept
- Appropriateness of proposed use program.
- Alignment with local community and context
- Development timelines

**6. Offer Price (5 points)**

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## XI. RESERVATION OF RIGHTS AND DISCLOSURES

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**BY SUBMITTING AN APPLICATION IN RESPONSE TO THIS RFP, EACH APPLICANT AFFIRMATIVELY ACKNOWLEDGES ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS RFP AND OF THE TERMS AND CONDITIONS SET FORTH IN THE GENERAL APPLICATION FORM (REVISED 10-21-2019) WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH AT LENGTH.**

**ALL INFORMATION IN THIS RFP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WHILE EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED IN THIS RFP, IT IS NOT, AND SHALL NOT BE CONSTRUED TO BE OR CONSTITUTE, A REPRESENTATION, WARRANTY OR GUARANTEE BY PHDC, THE LAND BANK, OR THE CITY REGARDING THE CONTENT, COMPLETENESS, OR ACCURACY OF SUCH INFORMATION, OR THE QUALIFICATIONS OR EXPERTISE OF THE INDIVIDUAL(S) OR FIRM(S) PROVIDING OR PREPARING SUCH INFORMATION. EACH APPLICANT**

SHALL RELY SOLELY ON ITS OWN INSPECTION, INVESTIGATION, CONFIRMATION, AND ANALYSIS OF (I) THE DEVELOPMENT SITE; (II) THE INFORMATION CONTAINED IN OR DELIVERED PURSUANT TO THIS RFP AND (III) ANY OTHER INFORMATION THAT SUCH APPLICANT DEEMS NECESSARY OR PRUDENT IN EVALUATING AND ANALYZING THE PROPOSED PURCHASE AND DEVELOPMENT OF THE DEVELOPMENT SITE.

NO FUNDS FROM PHDC, THE LAND BANK, THE CITY, OR ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY WILL BE PROVIDED FOR ANY REMEDIATION OR OTHER WORK ON THE DEVELOPMENT SITE, OR PORTION THEREOF. ALL ENVIRONMENTAL REMEDIATION INCLUDING, WITHOUT LIMITATION, ALL COSTS AND EXPENSES, WILL BE THE SOLE RESPONSIBILITY OF THE SELECTED APPLICANT AND MUST BE INCLUDED IN THE SOURCES AND USES OF FUNDS WORKSHEET ATTACHED AS EXHIBIT "F".

GROUNDWATER TESTING WILL NOT BE PERMITTED AT ANY TIME PRIOR TO SETTLEMENT.

Any entry upon any portion of the Development Site will require that the applicant's contractors and subcontractors enter into a license agreement with the Land Bank, which will require, among other things, a security deposit and compliance with certain insurance requirements.

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## XII. SUMMARY OF DISPOSITION PROCESS

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Below is a summary of the process and approvals needed following selection of an applicant.

1. Execution of the purchase agreement by the selected applicant
2. Approval by Philadelphia City Council
3. Approval by the Land Bank Board of Directors
4. Execution of the purchase agreement by the Land Bank
5. Settlement

Prior to settlement, the selected applicant shall be responsible for securing all necessary permits, licenses, approvals, lot line relocations, variances, and any other required governmental or quasi-governmental approvals, at the applicant's sole cost and expense.

### **I. All Transactions Contain the Following Restrictions**

#### **A. Restrictions on Transfer and Assignment of Interest in Developer.**

- *Prior to issuance of a Certificate of Completion*, unless the Land Bank/PRA Board has granted its prior written approval, Developer, or any person or other legal entity owning ten percent (10%) or more of Developer, cannot
  1. Assign or transfer any interest in Developer; or
  2. Cause any significant change in the ownership of Developer; or
  3. Assign or transfer any interest in the Agreement; or

4. except as permitted with respect to Approved Mortgagees, sell, mortgage, pledge, encumber, lease, or otherwise transfer the Premises.

- Items 1, 2, and 3 above requires approval from Philadelphia City Council by resolution. This is required by Section 16-601 pursuant to the new disposition ordinance.
- If the Developer violates any of the above, in addition to any and all other rights and remedies, the Land Bank/PRA shall be entitled to fifty percent (50%) of any and all sums, amounts, and consideration received by the Developer or any related person or entity.

B. Maintenance of Premises and Improvements.

- From and after Settlement, Developer shall maintain the Premises and the Improvements in such condition as to remove and keep out the elements of blight and enforce adequate safeguards for the proper maintenance of all parts of the Premises and the Improvements.

C. Covenant Against Discrimination.

- No person shall be deprived of the right to live in the Premises because of race, creed, color, national origin, gender, sexual orientation, or disability; and there shall be no discrimination against any person in the use or sale of the Premises because of race, creed, color, national origin, gender, sexual orientation, or disability.

D. Condition Subsequent and Right of Re-Entry.

- Conveyance of the Premises is being made, on the condition that upon the occurrence of an Event of Default and the Developer's failure to cure the Event of Default by the expiration of the Cure Period, that the Land Bank/PRA may enter into the Premises and terminate the estate and revert title to the Premises, subject to the rights of an Approved Mortgagee and certain provisions to avoid unjust enrichment

E. Changes to the Plans.

- No change may be made to the Plans or the use of the Premises without the Land Bank/PRA Board of Directors' prior approval by resolution.
- No Material Change, as defined below, may be made to the Plans or the use of the Premises without City Council's prior approval by resolution. This is required by Section 16-601 pursuant to the new disposition ordinance.
- "Material Change" means: (i) an increase or decrease in number of housing or commercial units by more than fifteen percent (15%); (ii) an increase or decrease in building square footage by more than fifteen percent (15%); or (iii) any modification to the use of the Premises.

F. Changes to the Purchase Price.

- No change may be made to the Purchase Price without a resolution of Philadelphia City Council. This is required by Section 16-601 pursuant to the new disposition ordinance.
- No change to the purchase price may be made without a resolution of the Land Bank/PRA Board.

G. Mortgages and Deed Restrictions.

- For property conveyed under nominal or discounted pricing, the Agency must, in its discretion, put in place one of the mortgages/restrictions found in Section 0 below unless Council authorizes otherwise.
- For properties sold through a competitive process at an offer price that is below the appraised value, the Agency may, in its discretion, record a deed restriction, mortgage, or other encumbrances to protect the public's interest.

**II. Workforce/Affordable Housing Restrictions**

A. Declaration of Restrictions.

- All workforce housing deals have a declaration of restrictions regarding income eligibility and resale.
- Income eligibility is based on a percentage of AMI.
- Initial sales price is usually capped at a maximum sales price with resale price increase based on CPI calculation.
- Declaration is separately recorded.

B. Workforce/Affordable Housing Obligations.

- Developer shall prepare, and deliver, a marketing plan for the sale of the units.

- Developer shall not market until (i) the Marketing Plan is approved by the Land Management Staff; and (ii) Developer has permitted the PHA to exclusively market the units for a period of thirty (30) days.
- Prospective purchasers must comply with income eligibility requirements set forth in the Declaration.
- Developer shall attach rider to each sales or reservation agreement with a prospective purchaser in form and substance as provided by the Land Management.

H. Mortgages and Deed Restrictions.

- For property conveyed under nominal or discounted pricing, the Agency must, in its discretion, put in place one of the mortgages/restrictions found in Section 0 below unless Council authorizes otherwise.

III. Side/Rear Yards

A. Permitted Use.

- Premises shall only be used as a side yard or rear yard, as applicable, incidental to the Adjacent Residence and not for any other use or purpose whatsoever.
- Parking, maintaining, and storage of motor vehicles, trailers, machinery, motorcycles, ATVs, boats, and watercrafts is prohibited.
- No commercial activities.
- The Premises must be fenced. Any alley way located adjacent to the Premises shall not be fenced or obstructed in any way.
- Must be used, operated, and maintained in accordance with the agreement and all applicable laws.

B. Mortgages and Deed Restrictions.

- Side/Rear Yards will have a 30-year mortgage that will be considered satisfied on the 30th anniversary of the mortgage, and shall have use restrictions during the term of the mortgage to ensure that the property continues to be utilized as a side/rear yard. If the purchaser desires to sell the property prior to the end of the term, approval must be granted and the mortgage must be paid in full.

IV. Gardens

A. Permitted Use and the Ancillary Use(s).

- "Permitted Use" - growing, harvesting, and storing flowers, fruits, vegetables, small ornamental plants, and cover crops (collectively "**Crops**") for personal or

group consumption, for donation, or for sale, but excluding any plants regulated or prohibited by federal law.

- "Ancillary Use(s)" - (i) installing and maintaining compost storage containers, fencing, a storage shed, raised garden beds or planter boxes, rain barrels, cisterns, and other items for water collection and irrigation, a single bulletin board not greater than nine (9) square feet, washing stations, sitting areas; (ii) social, meeting, and educational activities related to the Permitted Use; and (iii) other uses which are reasonably necessary to growing and maintaining Crops and are not in conflict with the agreement.

#### B. Restrictions.

- No later than one (1) year following Settlement and at all times thereafter, at least fifty percent (50%) of the total land area of the Premises must be actively used for the Permitted Use for at least five (5) consecutive months in each calendar year.
- No more than fifty percent (50%) of the total land area of the Premises may be used for any of the Ancillary Use(s) at any time.
- The sale of Crops at the Premises is not permitted to exceed One Thousand Dollars (\$1,000) in any calendar year.
- All compost must be stored in rodent-resistant containers.
- No structures are permitted on the Premises unless expressly permitted by the agreement.
- Parking, maintaining, and storage of motor vehicles, trailers, non-gardening machinery, motorcycles, ATVs, boats, and watercrafts is prohibited
- Keeping or breeding any pets, animals, fowl, poultry, fish, or livestock on the Premises is prohibited.
- The Premises shall at all times be used, operated, and maintained in accordance with this Agreement and all Applicable Laws.

#### I. Mortgages and Deed Restrictions.

- For property conveyed under nominal or discounted pricing, the Agency must, in its discretion, put in place one of the mortgages/restrictions found in Section 0 below unless Council authorizes otherwise.

#### V. Mortgages and Deed Restrictions

- For property conveyed under nominal or discounted pricing, the Agency must, in its discretion, put in place one of the following unless Council authorizes otherwise:
  1. Permanently deed restrict the property.
  2. Provide a minimum 30-year self-amortizing mortgage for the difference between the appraised value, and the nominal or discounted sales price.
  3. Provide a minimum 30-year mortgage for the difference between the appraised value, and the nominal or discounted sales price. This mortgage

will not amortize and will be due and payable at the end of the mortgage term.

4. Record a Declaration of Restrictive Covenants, which includes restrictions to ensure project affordability.
- Side/Rear Yards disposed under the Side/Rear Yard section of this document will have 30-year Mortgage that will be considered satisfied on the 30th anniversary of the mortgage, and shall have use restrictions during the term of the mortgage to ensure that the property continues to be utilized as a side/rear yard. If the purchaser desires to sell the property prior to the end of the term, approval must be granted by the Agency and the mortgage must be paid in full.
  - For properties sold through a competitive process at an offer price that is below the Valuation Price, the Agency may, in its discretion, record a deed restriction, mortgage, or other encumbrances to protect the public's interest.

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### **XIII. DISQUALIFICATION**

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Applications must be completed in accordance with the Instructions and this RFP and submitted in their entirety by the submission deadline.

- A. An applicant will be disqualified if:
  1. the Application is not received by the submission deadline;
  2. the applicant has not submitted a "Qualified Bid", as defined in the Disposition Policy, which is one that adequately describes its plans for the property;
  3. any required submission materials are missing, illegible, or, as applicable, unsigned or undated;
  4. any terms, conditions, disclosures, acknowledgements, or certifications contained in any required form have been revised or changed;
  5. the applicant violates any of the terms, conditions, disclosures, or acknowledgements contained in the General Application Form;
  6. the applicant or any individual or entity identified in either question 2c or 2d of the General Application Form (collectively, "Related Individuals/Entities") is not current, or not in a current payment agreement, with respect to any City-related obligations such as taxes, PGW, and water;
- B. Except as indicated above, an applicant will be disqualified if any required submission item does not comply with the Instructions or this RFP, unless the disqualification is waived.



- C. If the applicant or any of the Related Individuals/Entities has an ownership, controlling, or managing interest in any property subject to any unremediated L&I violations, then the following shall apply:
1. An unremediated violation that classifies a structure as “unfit”, “unsafe”, or “imminently dangerous” will result in the applicant being disqualified, unless the disqualification is waived.
  2. If any other unremediated L&I violations exist, PHDC or the Land Bank, in their sole and absolute discretion, may deem such unremediated L&I violation as significant and the applicant will be disqualified, unless the disqualification is waived.
- D. An applicant may be disqualified due to a conflict of interest or other factor as determined by PHDC or the Land Bank, in their sole and absolute discretion.
- E. An applicant will not be eligible for nominal or discounted pricing if the campaign disclosure form indicates that the applicant or any other individual or entity required to disclose campaign contributions has exceeded the allowable campaign contribution limits.

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