

Committee Vacant Property Review
April 11, 2017

VACANT PROPERTY REVIEW COMMITTEE

Room 401, Caucus Room
Philadelphia, Pennsylvania
Tuesday, April 11, 2017
10:11 a.m.

PRESENT:

SUSIE JARMON, OHCD, CHAIRPERSON

DOMINIQUE CASIMIR, Deputy Commissioner

AMANDA DAVIS, PIDC

MELVIS DUNBAR, RDA

JEREMY GRADWOHL, Council President Clarke's
Office

JAMETTA JOHNSON, Planning Commission

LINDA MEDLEY, Law Department

GARRETT O'DWYER, Philadelphia Association of
Community Development Corporations

CAROLYN PLACKE, LISC

REBECCA SWANSON, Licenses & Inspections

MEREDITH TREGO, Commerce Department

LISA WALKER, Revenue Department

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1 CHAIRPERSON JARMON: Good morning. My
2 name is Susie Jarmon. We're going to get started
3 with the Vacant Property Committee's agenda. Are
4 there any attorneys in the room? And you're here
5 for.

6 MR. HUGHES: 5668 Heiskill.

7 CHAIRPERSON JARMON: Heiskill. On page
8 five, 5668 Heiskill Street. This was a property
9 that was transferred to PHDC and then they
10 transferred it to an applicant under an old
11 program.

12 Can you state your name for the record?

13 MR. HUGHES: My name is Philip Hughes.
14 Inn Dwelling purchased this property through the
15 RDA. We have rehabbed it and we have had -- Inn
16 Dwelling is a not-for-profit 501(c)(3) that
17 provides housing for below-market levels in the
18 Germantown area. We've done that for a number of
19 years. We now have an offer to sell the property
20 for \$25,000 and we would like to proceed with that.

21 CHAIRPERSON JARMON: I'm sorry, can you
22 state your name for the record?

23 MR. HUGHES: Philip Hughes,
24 H-u-g-h-e-s.

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1 CHAIRPERSON JARMON: Okay. Are there
2 any questions from the Committee?

3 MS. JOHNSON: Is it remaining for low
4 income people?

5 MR. HUGHES: Yes, in Germantown.

6 MS. JOHNSON: Will that be on the deed
7 so that it will always remain?

8 MR. HUGHES: No, it's not on the deed
9 now. We rehabbed the property after we obtained it
10 through the RDA and we have rehabbed about 15
11 properties on that street. Heiskill Street and
12 Utah Street. We've been here before.

13 CHAIRPERSON JARMON: And this was in
14 1984 that we transferred title out?

15 MR. HUGHES: Yes.

16 CHAIRPERSON JARMON: Any further
17 questions?

18 MS. DUNBAR: Motion to issue
19 certificate of completion.

20 MR. GRADWOHL: Second.

21 CHAIRPERSON JARMON: All in favor?

22 (Ayes.)

23 MR. HUGHES: Thank you very much.

24 CHAIRPERSON JARMON: You're welcome.

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1 You're here for?

2 MR. MCLLHINNEY: 1708 to 10 Seybert
3 Street.

4 CHAIRPERSON JARMON: Seybert Street.

5 MR. MCLLHINNEY: Michael Mcllhinney.
6 Law Offices of Orphanides & Toner. And as I said,
7 I'm here for 1708 and 10 Seybert Street.

8 CHAIRPERSON JARMON: And the current
9 owner is?

10 MR. MCLLHINNEY: The current owner is
11 Ms. Shirley Hines. And I'm here on behalf of Ms.
12 Hines. She actually has a guardian currently and
13 the Philadelphia Community Development Coalition,
14 which is a nonprofit in Philadelphia. We are here
15 pursuant to -- as part of a court action with Judge
16 Fox in the Philadelphia Court of Common Pleas
17 through the conservatorship process. Ms. Hines
18 acquired her house at 1706 Seybert in 1993. She
19 acquired 1708 Seybert in 1997, and then 1710
20 Seybert in 2001. The two deeds were -- the side
21 lots were acquired through the RDA's side lot
22 program and they have reverter language in it that
23 prevents sale or development without approval of
24 the Board of this Committee. So we're seeking to

1 have the reverter language removed from the deed so
2 that the properties can be marketed -- they are
3 being marketed and they can be sold to a developer
4 pursuant to Judge Fox's order in the Court of
5 Common Pleas and all those agreements of sale that
6 we are entertaining are contingent upon having
7 reverter language removed. And Ms. Hines has
8 complied with the five year period to maintain the
9 property since acquisition.

10 CHAIRPERSON JARMON: Are there any
11 questions?

12 MS. JOHNSON: Are these lots clean?

13 MR. MCLLHINNEY: Yes. Philadelphia
14 Community Development Coalition has taken
15 responsibility of cleaning and maintaining the lots
16 since Ms. Hines -- she's actually become medically
17 incapacitated and she's under the care of a
18 guardian.

19 MR. GRADWOHL: I'm sorry, can you be
20 more clear about the status of the conservatorship?

21 MR. MCLLHINNEY: Yes. Philadelphia
22 Community Development Coalition was appointed
23 approximately two months ago. Pursuant to that
24 court action we have taken care of the properties

1 and cleaned the side yards and the property itself
2 was demolished and made three vacant lots, which we
3 will be going back in front of Judge Fox currently
4 middle of May to approve an agreement of sale for
5 the properties to a third party. The agreement of
6 sale as I said was contingent upon the reverter
7 language be removed so that the developer can
8 actually improve the parcels.

9 MR. GRADWOHL: So through
10 conservatorship your group demolished the
11 properties?

12 MR. MCLLHINNEY: That's correct.

13 MR. GRADWOHL: Was the City served as
14 part of the conservatorship because of its
15 reversionary interest?

16 MR. MCLLHINNEY: Well, yes, the law
17 department is served in every conservator action,
18 in addition to Department of Licenses &
19 Inspections. So yes. And the City's inspector has
20 actually participated in the court hearings. So
21 the law department is served, correct.

22 CHAIRPERSON JARMON: Are there any
23 further questions? Recommendation?

24 MS. DUNBAR: Motion to issue the

1 certificate of completion.

2 MS. MEDLEY: I'm sorry, I just want to
3 be clear because they were originally as a side
4 yard. So now you're saying they're going to be
5 developed?

6 MR. MCLLHINNEY: That's correct. We
7 requested that Ms. Hines be permitted -- she's
8 under guardian, so we request permission to sell
9 the lots with the marked complied reverter language
10 so that they can be marketed free and clear for
11 development purposes. And as far as the financials
12 here, Ms. Hines is obviously under the care of a
13 guardian at this point due to her medical issues so
14 -- the funds received from this are actually going
15 back to pay down the government for caring for her
16 for the past couple years.

17 MS. DUNBAR: So based on the term here,
18 1997 and 2001 for the other property, it appears
19 that they met the requirements and I am suggesting
20 that we issue the reverter or the certificate of
21 completion in order to allow them to move on.

22 MR. O'DWYER: Second.

23 CHAIRPERSON JARMON: All in favor?

24 (Ayes.)

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1 CHAIRPERSON JARMON: Any other
2 attorneys? Hi. Your name?

3 MR. COSTIGAN: My name is Richard
4 Costigan. I'm here for Pelis Mears who is the
5 owner of 804 North 15th Street. Ms. Mears would
6 like approval to sell the vacant lot which she
7 acquired from the Redevelopment Authority to a
8 developer. Ms. Mears is also the owner of 806
9 North 15th Street, which has a house on it. She
10 would be selling the lot for a value of \$20,900.
11 And then the balance she's -- she's also selling
12 her house for the balance, which totals \$225,000.
13 We would request authority for that.

14 CHAIRPERSON JARMON: Any questions from
15 the Committee?

16 MS. DUNBAR: I have a question. Those
17 numbers that you just mentioned, that's a little
18 bit different than I think what was in the
19 information provided which said it was -- the lot
20 was selling for I believe \$100,000 and the house
21 was selling for 125.

22 MR. COSTIGAN: Okay. We weren't told
23 that it was necessary to have two separate
24 agreements of sale. So we have agreements of sale,

1 one for the lot at \$20,900 and the balance is
2 apportioned to 806 North 15th, which I believe
3 would be \$20,000.

4 CHAIRPERSON JARMON: The agreement that
5 I had was \$100,000 for the lot and then the house
6 was the additional. That's the agreement I
7 received.

8 MR. COSTIGAN: Right. Well, in view of
9 the fact that the City required it to be
10 apportioned, we apportioned it \$20,900 to the lot
11 and then the balance to the house.

12 MS. DUNBAR: Is the 20,000 for the lot
13 based on an appraisal?

14 MR. COSTIGAN: Yes. Well, what it's
15 based on is the City's market value for the lot.

16 MS. JOHNSON: But aren't there a lot of
17 things in that area selling new houses construction
18 going up on the lot?

19 MR. COSTIGAN: Well, there is. There
20 is now housing and new construction and that's why
21 for both properties the total is \$225,000.

22 MS. JOHNSON: But they haven't met the
23 terms of their restriction. I'm saying they have
24 not met the terms of their restrictions. They

1 purchased the property in August of 2015.

2 CHAIRPERSON JARMON: Right. They got
3 it as a side yard, a gift. So the restriction is
4 the five years. Right.

5 MS. DUNBAR: Did this involve a
6 self-amortizing --

7 CHAIRPERSON JARMON: No, it was a gift.

8 MS. DUNBAR: Oh, a gift.

9 MS. MEDLEY: The deed would have five
10 additions on it and not the two and so I think one
11 of them is 15 percent of the sale price.

12 MR. COSTIGAN: Right.

13 MS. MEDLEY: They would have to pay a
14 portion of what they sell it for back to the City.

15 MR. COSTIGAN: Right. I understand
16 there are provisions and required in the
17 redevelopment and the buyer is doing the
18 redevelopment. I mean the buyer is intending to
19 redevelop the property.

20 MS. MEDLEY: That's fine. But there's
21 five conditions in the deed. So depending on which
22 one this falls under, I apologize, I can't remember
23 the exact thing, but if the person is going to sell
24 it, the one who bought it from the City in the five

1 years, there are certain things that they will
2 allow them to sell it but they will have to pay a
3 portion of those proceeds back to the City.

4 MR. COSTIGAN: I understand.

5 MS. DUNBAR: If the sale price in fact
6 is \$100,000 and not the \$20,000 that you're
7 stating, because we have an agreement of sale that
8 says \$100,000, then we're looking to have \$15,000
9 paid back to the City.

10 MS. MEDLEY: Whatever the amount is,
11 yes.

12 MR. COSTIGAN: All right. Well, I -- I
13 mean, my expectation was that it would be based on
14 the \$20,900 value which is the value the City put
15 on the lot.

16 MS. DUNBAR: It's the appraised value,
17 sir. And then I'd like to just note that you were
18 mentioning the development of the property.

19 MR. COSTIGAN: Yes.

20 MS. DUNBAR: As I understand it the
21 property was sold as a side yard. So it was the
22 intent to allow her to keep that as a side yard to
23 accompany her property. So she was to enjoy it,
24 you know, at least for that five year period, for a

1 period of five years. So it was never intended
2 that she would develop it, except to keep it as a
3 side yard.

4 MR. COSTIGAN: Well, I thought the deed
5 made it clear she was expected to develop it at
6 some point.

7 MS. DUNBAR: As a side yard.

8 MR. COSTIGAN: I don't think that's
9 clear from the deed.

10 CHAIRPERSON JARMON: No, it's not for
11 them to develop it.

12 MS. DUNBAR: Yeah. Right.

13 CHAIRPERSON JARMON: Maintain it and
14 keep it clean.

15 MS. DUNBAR: As a side yard. So it
16 meant that she couldn't build on it. Now if she's
17 selling it with the intent to build on it and the
18 value is based on it's anticipated sale or
19 development or whatever, it doesn't really matter
20 at this point. There's some confusion. You have a
21 number of \$20,000 but the package that was
22 submitted says there's an agreement of sale for
23 \$100,000. So that's what we're looking for if we
24 agree at this point. We would be looking for 15

1 percent of that \$100,000 to be repaid to the City.

2 MR. COSTIGAN: I understand.

3 MS. DUNBAR: Okay. Then we're good.

4 CHAIRPERSON JARMON: So the
5 recommendation will be?

6 MS. DUNBAR: I would recommend that we
7 would issue a certificate of completion. However,
8 based upon the receipt of the 15 percent of the
9 sale price, which in this case is \$100,000, at the
10 sale.

11 MR. GRADWOHL: Second that.

12 CHAIRPERSON JARMON: All in favor?

13 (Ayes.)

14 CHAIRPERSON JARMON: So you understand?

15 MR. COSTIGAN: Yes. Thank you.

16 CHAIRPERSON JARMON: All right.

17 Thanks.

18 Any other attorneys? Hi.

19 MR. MORRIN: Good morning. My name is
20 Bill Morrin. There's two matters of 2652 Ritter,
21 2650 Ritter Street is the first one. I'm here
22 representing the seller Thomas Hunt and the
23 perspective buyer Rembrandt, LLC. This property is
24 under agreement of sale which has been provided.

1 The property has been maintained and we seek to
2 develop it. We're asking that the deed
3 restrictions be removed to allow the sale to go
4 through.

5 CHAIRPERSON JARMON: You're here for
6 2650 Ritter, correct?

7 MR. MORRIN: It's 2652 and 2650 Ritter.

8 CHAIRPERSON JARMON: We transferred the
9 2650.

10 MR. MORRIN: Oh, you did.

11 CHAIRPERSON JARMON: We didn't transfer
12 the 2652. So we're here for 2650 Ritter Street.
13 Are there any questions from the Committee?

14 MR. O'DWYER: This is transferred as a
15 side yard.

16 CHAIRPERSON JARMON: Yes.

17 MR. O'DWYER: I don't know which of
18 these pictures is -- I mean, I guess -- so it was
19 turned into a garage. Is that what's on the
20 property now?

21 MR. MORRIN: That's correct.

22 MS. JOHNSON: I think the house may
23 actually be on -- it's a rear yard.

24 CHAIRPERSON JARMON: It was a rear

1 yard. The applicant lived on Cedar. Are there any
2 further questions? Recommendation?

3 MR. O'DWYER: Just to clarify. It's a
4 rear yard or it's a garage?

5 CHAIRPERSON JARMON: It's a rear yard,
6 but it's a garage that they put on the rear yard.

7 MR. O'DWYER: It's a garage face and is
8 it still a rear yard or is it a --

9 CHAIRPERSON JARMON: It's in the rear
10 of the applicant that we transferred property, yes.

11 MR. O'DWYER: But now it's a garage?

12 CHAIRPERSON JARMON: They built a
13 garage on it.

14 MR. GRADWOHL: I move that we grant the
15 release.

16 MR. O'DWYER: Second.

17 CHAIRPERSON JARMON: All in favor?

18 (Ayes.)

19 MR. MORRIN: Thank you. I also have
20 1914, 16, 18 East Harold street. Similar matter.
21 I represent Property Kings, LLC, the perspective
22 purchaser of the property, and Joseph Trimback.
23 They both request that the deed restrictions be
24 removed so that the property can be transferred.

1 CHAIRPERSON JARMON: Are there any
2 questions from the Committee?

3 MS. DUNBAR: Motion to issue the
4 release.

5 MR. GRADWOHL: Second.

6 CHAIRPERSON JARMON: All in favor?
7 (Ayes.)

8 CHAIRPERSON JARMON: Thank you.

9 MR. MORRIN: Thank you very much.

10 CHAIRPERSON JARMON: You're welcome.

11 Any other attorneys in the room? We're
12 going to get started on page two of the agenda.

13 2129 East Susquehanna Avenue. The
14 applicant, he actually purchased the property at a
15 competitive bid process as a side yard for \$75,000.

16 Can I get a recommendation?

17 MS. DUNBAR: Motion to approve.

18 MR. O'DWYER: Second.

19 CHAIRPERSON JARMON: All in favor?
20 (Ayes.)

21 CHAIRPERSON JARMON: The next two
22 items, 1811 West Cumberland, 2132 North 9th are
23 side yards. Can I get a recommendation?

24 MR. O'DWYER: Motion to approve.

1 MS. DUNBAR: Second.

2 CHAIRPERSON JARMON: All in favor?

3 (Ayes.)

4 CHAIRMAN JARMON: The next are urban
5 garden agreements. Are there any questions on
6 these urban gardens?

7 MS. JOHNSON: I had a question. It's
8 part of -- is it being used as a garden? They own
9 the adjacent properties.

10 CHAIRPERSON JARMON: They say they will
11 be using it as a garden. That's what their request
12 was.

13 MS. JOHNSON: They don't want to
14 purchase it?

15 CHAIRPERSON JARMON: They don't want to
16 purchase it because it was too much when we had it
17 appraised and they couldn't afford it.

18 MS. JOHNSON: They own all the
19 adjoining lots.

20 CHAIRPERSON JARMON: Yeah. I think
21 they said they couldn't afford to purchase it. We
22 had an appraisal done.

23 MS. JOHNSON: Because it's valuable.

24 CHAIRPERSON JARMON: Yeah.

1 MS. CASIMIR: My question was similar
2 to hers as well. I wanted to be sure that there
3 were restrictions on development of that.

4 CHAIRPERSON JARMON: I'm sorry?

5 MS. CASIMIR: For 1329 South 21st
6 Street. And then also for the other two
7 properties, it's very clear that they're currently
8 using them as parking lots or storage.

9 CHAIRPERSON JARMON: So what is the
10 recommendation from the Committee?

11 MS. DUNBAR: But they're not being
12 transferred.

13 CHAIRPERSON JARMON: No, we're only
14 giving them a lease and they claim they want to use
15 it as a garden. We're not transferring title. If
16 someone else comes along and wants to purchase it
17 then it will be available for purchase.

18 MS. MEDLEY: If they're currently using
19 it as parking then I guess will the City go out to
20 make sure that they turn it into a garden?

21 CHAIRPERSON JARMON: Yes, we will have
22 it inspected and if they don't then we will just
23 void the garden.

24 MS. MEDLEY: Okay.

1 MR. GRADWOHL: Would the expectation be
2 that they would have 30 days to turn it into a
3 garden or some period of time or is it that the
4 inspector would go out now and expect to see a
5 garden on the site?

6 CHAIRPERSON JARMON: No. They haven't
7 had permission to do that, so we will go back out
8 in a couple months to see if that's done.

9 MR. GRADWOHL: Okay.

10 CHAIRPERSON JARMON: If they are using
11 it for a garden.

12 MR. GRADWOHL: Okay.

13 MS. DUNBAR: Is it a -- someone said a
14 parking lot?

15 MS. JOHNSON: No, it's fenced and the
16 lots appear to be overgrown, at least in the old
17 photos. And they're adjacent to lots that they own
18 which is adjacent to the church, but they're all
19 fenced together. So I think our lot is in the
20 middle.

21 CHAIRPERSON JARMON: I kind of think
22 they just wanted to be able to maintain it along
23 with their properties but couldn't afford to
24 purchase and I'm thinking that's what it is.

1 Are there any further questions? Thank
2 you. I will accept these urban gardens and have it
3 inspected in a couple months to see exactly what
4 they're doing, whether they cleaned up the lots
5 that they own and what the status of it is.

6 The next properties are being
7 transferred to the Redevelopment Authority to
8 transfer out to a developer. Can I get a
9 recommendation?

10 MR. O'DWYER: Motion.

11 MR. GRADWOHL: Second.

12 CHAIRPERSON JARMON: All in favor?

13 (Ayes.)

14 CHAIRPERSON JARMON: Thank you. The
15 next items on page three are being transferred from
16 Land Bank to applicants. 832 North 16th Street,
17 836 North 16th, 838 North 16th Street to Michael
18 Stamm. And 138 West Thompson Street, BMK
19 Properties, LLC, Lawrence McKnight.

20 Can I get a recommendation?

21 MS. DUNBAR: Motion.

22 MR. O'DWYER: Second.

23 CHAIRPERSON JARMON: All in favor?

24 (Ayes.)

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1 CHAIRPERSON JARMON: Next item, 905-07
2 West Lehigh Avenue, Pastor Dawson was here several
3 months ago. He was supposed to have gone to get
4 permits from Licenses & Inspections. I'm not sure
5 what the status of it is.

6 Can you just speak your name and let
7 the Committee know what you're here for?

8 PASTOR DAWSON: Yes. Pastor Glen
9 Dawson, 905-07 West Lehigh.

10 CHAIRPERSON JARMON: West Lehigh
11 Avenue. And he's had an entry authorization. It's
12 not settled. I don't know why that's in there.
13 It's still in City ownership but Mr. Dawson has had
14 an entry authorization for sometime.

15 PASTOR DAWSON: Yes. We had a delay
16 because Licenses & Inspections went throughout the
17 city and they were investigating walls. We have a
18 wall that was partially collapsed and that held us
19 up. Our contractor had to go through OSHA and it
20 took sometime. So we had to withdraw from the
21 project and stop the project. Can my contractor
22 say something to the Committee?

23 MR. O'DWYER: Sure.

24 MR. GENE: Name is a Philip Gene, owner

1 of JRS improvements. We have a structural problem
2 with the main back wall in the building. It's
3 starting to bow out and the properties in the back
4 are in danger if that actually collapses. That's
5 why we had to pull out because that -- there was a
6 problem with the OSHA as well because Licenses &
7 Inspections never gave me which OSHA to go for. So
8 I went for OSHA 10 first. Went back to get my
9 license. Got told I had to get OSHA 30. So then I
10 had to go get OSHA 30. I've now got the OSHA 30.
11 I have my license all sorted out and now we're
12 ready to go.

13 MS. DUNBAR: When you say ready to go,
14 do you mean you're ready to commence construction?

15 MR. GENE: Yes, we're ready to work on
16 that property.

17 MS. DUNBAR: What would be your
18 estimated time of completion for what you propose
19 to do?

20 MR. GENE: Well, we are asking for a
21 six month extension if possible because of the back
22 wall situation. The building downstairs that we
23 are actually doing is actually near completion now.
24 We're ready for -- almost for inspections to carry

1 on with that. We've just got a little bit of
2 electrical to go down there.

3 MS. DUNBAR: You say the building
4 downstairs, can you identify which building?

5 MR. GENE: It's actually the
6 downstairs, the ground floor part of the building
7 itself.

8 MS. DUNBAR: 905?

9 MR. GENE: 905. All one building,
10 yeah. Yeah. But the downstairs building is almost
11 ready for the inspection. So we can start to
12 finish it up and close it all up. We're not far
13 from finishing at all.

14 MS. DUNBAR: Do you have pictures?

15 MR. GENE: I think the Committee has
16 pictures from before.

17 MS. DUNBAR: No. To show whatever it
18 is that you're speaking about now. Do you have
19 pictures to show the progress that you have made?

20 CHAIRPERSON JARMON: We have pictures
21 in the file when Bill went out.

22 MS. DUNBAR: Okay.

23 CHAIRPERSON JARMON: Maybe about four,
24 five months ago.

1 MS. DUNBAR: Right.

2 CHAIRPERSON JARMON: Yeah. And it was
3 a lot of work done in the property.

4 MS. DUNBAR: Okay.

5 CHAIRPERSON JARMON: But the main thing
6 is to have that rear wall --

7 MR. GENE: That rear wall needs to be
8 addressed. Otherwise there's buildings behind and
9 I don't want the same thing that happened down here
10 in Philadelphia.

11 MS. DUNBAR: Okay. So if you were to
12 receive approval today, will you be leaving here
13 and go to the building to start?

14 PASTOR DAWSON: Yes. Yes.

15 MS. DUNBAR: Okay.

16 MR. GRADWOHL: I have a question. What
17 are the terms for the program with regards to title
18 transfer?

19 CHAIRPERSON JARMON: They have to rehab
20 the property first in order to transfer title.

21 MR. GRADWOHL: Rehab completely?

22 CHAIRPERSON JARMON: Yes.

23 MR. GRADWOHL: Okay. So if we grant a
24 six month extension you guys will be at a point

1 where the wall will be fixed?

2 PASTOR DAWSON: Yes.

3 MR. GENE: Yes.

4 MR. GRADWOHL: Is that the only work
5 that needs to be done in the building?

6 PASTOR DAWSON: Just a few little
7 plumbing and electric. That's it for the
8 downstairs. We're three-quarters of the way to
9 completion of this project.

10 MR. GENE: The ground floor is almost
11 complete. The thing that is actually slowing us up
12 was the back wall because Licenses & Inspections
13 wants the back wall done, then all this proceeded
14 from there. It's actually making us go backwards
15 instead of going forwards.

16 MR. GRADWOHL: Can you describe for the
17 Committee what you're proposing for the building?

18 PASTOR DAWSON: It's going to be a
19 resource center to help our neighborhood, our
20 community, you know, the 19133 zip code is low
21 poverty, very high in crime. We're trying to help
22 young men to learn different trades. Also be a
23 feeding program. Have a lot of homeless people in
24 that vicinity. We have a licensed barber who is

1 here with me who trains barbers a trade. Also have
2 Richie -- Richie and friends. He's a part of this
3 project. He has a feeding program. He feeds the
4 homeless. So, you know, we're doing a lot of
5 things to help better our community, the 19133 zip
6 code.

7 MR. GRADWOHL: Okay.

8 CHAIRPERSON JARMON: Any further
9 questions?

10 MS. MEDLEY: Just to be clear. They
11 pulled all the permits. They have applied for all
12 the necessary permits for the project?

13 PASTOR DAWSON: Yes, permits were
14 pulled, yes. That's why we had to get the OSHA
15 certification.

16 MS. MEDLEY: Okay.

17 MR. O'DWYER: I move that we grant the
18 six month extension.

19 MS. DUNBAR: Second.

20 CHAIRPERSON JARMON: All in favor?

21 (Ayes.)

22 CHAIRPERSON JARMON: Thank you.

23 PASTOR DAWSON: Thank you very much.

24 MR. GENE: Thank you.

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1 CHAIRPERSON JARMON: Thank you, Pastor.
2 1931 Poplar Street. The applicant
3 lives in Seattle and is unable to attend. We
4 transferred this out back in 1986. Can I get a
5 recommendation on the 1931 Poplar Street?

6 MR. O'DWYER: Is it still an occupiable
7 house?

8 CHAIRPERSON JARMON: It is occupied,
9 yes.

10 MR. O'DWYER: I move that we issue a
11 certificate of completion.

12 MS. DUNBAR: Second.

13 CHAIRPERSON JARMON: All in favor?
14 (Ayes.)

15 CHAIRPERSON JARMON: 2612 and 2614
16 Collins Street. Good morning. Can you state your
17 name for the record.

18 MS. CALONE: My name is Flora Calone,
19 but this is my aunt.

20 CHAIRPERSON JARMON: Who's the owner of
21 the property? She purchased it already?

22 MS. CALONE: She did. They say that
23 it's under a different name. A Kathleen something
24 or another.

1 CHAIRPERSON JARMON: Yeah, Kathleen
2 Shead.

3 MS. DUNBAR: When did you buy it?

4 MS. CALONE: It is under her name. She
5 has all the paperwork and it is under her name.

6 And so she's been back and forth with said company
7 that's with us to our right to be able to sell it.

8 And so she is here because they said that it was an
9 RDA, so she's just trying to get that done now.

10 CHAIRPERSON JARMON: Because of the
11 restriction on the deed. And she's trying to sell
12 it to Sorrenbeck Properties?

13 MS. CALONE: Yes. Correct.

14 CHAIRPERSON JARMON: Are the
15 individuals that are purchasing it here? Okay.
16 And your plans are to build?

17 MR. SORENSEN: Already has three on the
18 street.

19 CHAIRPERSON JARMON: Can't hear you.

20 MR. SORENSEN: I'm sorry about that.
21 He's a representative and they have three on the
22 street currently on that block and two more under
23 contract. So they're developing the entire street.

24 MS. DUNBAR: Wait. Okay. So the woman

1 over here, she owns it?

2 MR. SORENSEN: Right here.

3 MS. DUNBAR: She was selling it to you
4 and then you're assigning it to them.

5 MR. SORENSEN: Yes, ma'am.

6 MS. DUNBAR: Why didn't she just sell
7 it to them?

8 MR. SORENSEN: She can if she wants to
9 do it that way, it's just that I already have the
10 contract.

11 CHAIRPERSON JARMON: Are there any
12 further questions?

13 MR. GRADWOHL: I'd like to recuse
14 myself from this vote.

15 CHAIRPERSON JARMON: Okay. Can I get a
16 recommendation?

17 MR. O'DWYER: Just to be clear, so the
18 lots are sold. The side yards are to be used as a
19 side yard and they appear to be cleaned out?

20 CHAIRPERSON JARMON: Yes.

21 MR. O'DWYER: I vote that we offer.

22 MS. DUNBAR: Second.

23 CHAIRPERSON JARMON: All in favor?

24 (Ayes.)

1 CHAIRPERSON JARMON: The next item,
2 1624 Fontain Street. I'm going to table this until
3 next month. I mean, it looks like she's asking to
4 sell but she never sent me the agreement. Oh, yes,
5 I do. I'm sorry, I have an agreement here. So she
6 received title as a side yard back in 1999 and it
7 is still a side yard.

8 Can I get a recommendation?

9 MS. DUNBAR: Motion to issue the
10 certificate of completion.

11 MR. O'DWYER: Second.

12 CHAIRPERSON JARMON: All in favor?

13 (Ayes.)

14 CHAIRPERSON JARMON: 2631, 2633 and
15 2635 East Norris Street. I'm going to table this
16 until next month. This was a property that was
17 consolidated. The original addresses were on
18 Thompson Street. I'm going to table this until
19 next month.

20 1415 North Myrtlewood. This was
21 transferred from PHDC. I'm going table this until
22 next month. This lot is a mess.

23 1256 North Hollywood Street. The
24 applicant lives out of town. We transferred this

1 as a side yard to him years ago and he's trying to
2 sell.

3 Can I get a recommendation?

4 MR. O'DWYER: Motion to issue the
5 certificate of completion.

6 MS. DUNBAR: Second.

7 CHAIRPERSON JARMON: All in favor?

8 (Ayes.)

9 CHAIRPERSON JARMON: 2316 and 2322
10 North 7th Street. APM. APM isn't requesting to
11 sell. They're just asking that the restriction be
12 lifted, right?

13 MR. RODRIGUES: Right. Actually we're
14 asking for a certificate of completion. The
15 properties were rehabbed over 15 years ago. We're
16 looking to refinance so that we can actually
17 upgrade and do moderate rehab for affordable
18 rentals and keep it for the same purpose that we
19 originally got it.

20 CHAIRPERSON JARMON: Can you state your
21 name for the record.

22 MR. RODRIGUES: Sorry. My name is
23 Angel Rodrigues.

24 CHAIRPERSON JARMON: Are there any

1 questions?

2 MS. DUNBAR: Motion to issue
3 certificate of completion.

4 MR. O'DWYER: Second.

5 CHAIRPERSON JARMON: All in favor?

6 (Ayes.)

7 CHAIRPERSON JARMON: Thank you.

8 2053 Fernon. No one is here for 2053
9 Fernon. I'm going to table it.

10 The next item is 3707 North Broad
11 Street. Good morning. Can you state your name?

12 MS. SOURBEER: Sure. Maria Sourbeer.

13 CHAIRPERSON JARMON: And you're here to
14 request a restriction?

15 MS. SOURBEER: Yeah. 3707 North Broad
16 was purchased through sheriff's sale. So we
17 understand that the reverters were cleared at that
18 time but they still appear on title, so we are here
19 to officially have them removed.

20 MS. DUNBAR: Who are the we that you're
21 referencing?

22 MS. SOURBEER: North Philly Works, Inc.
23 is the current owner. I represent Shift Capital.
24 We have an option agreement for the purchase.

1 MS. JOHNSON: And you're redeveloping

2 --

3 MS. SOURBEER: That's correct. That's
4 right.

5 CHAIRPERSON JARMON: Any further
6 questions?

7 MR. GRADWOHL: Grant the release.

8 MR. O'DWYER: Second?

9 CHAIRPERSON JARMON: All in favor?

10 (Ayes.)

11 CHAIRPERSON JARMON: The next item,
12 1800 West Ontario. This was transferred to
13 Bridgeway in court.

14 MR. O'DWYER: Is it the house on the
15 left in the picture? Oh, yeah.

16 CHAIRPERSON JARMON: It's the one on
17 the corner that looks like there's fire damage.

18 MR. O'DWYER: Did they request the --

19 MS. ROLLINS: Good morning.

20 MS. DUNBAR: Good morning.

21 MS. ROLLINS: Could you tell me what
22 the next step would be here?

23 MS. DUNBAR: State your name.

24 MS. ROLLINS: My name is Emily H.

1 Rollins and I'm the owner of the property at 1800
2 West Ontario Street which is being sold to -- we're
3 asking that it be considered for this certificate
4 of -- for permission to sell it to Janet McDaniel.

5 MS. DUNBAR: So when did you purchase
6 the property?

7 MS. ROLLINS: We purchased the property
8 approximately 1983 or '82.

9 MS. JOHNSON: Was it ever rehabbed?

10 CHAIRPERSON JARMON: Was it rehabbed,
11 the property?

12 MS. ROLLINS: Excuse me?

13 CHAIRPERSON JARMON: Was it ever
14 rehabbed?

15 MS. ROLLINS: We were rehabbing it.

16 MS. DUNBAR: So the answer is no, you
17 never rehabbed it?

18 MS. ROLLINS: We're in a predatory
19 community and we had good help but it constantly
20 was vandalized over a period of time.

21 MS. DUNBAR: So you never completed the
22 rehabilitation?

23 MS. ROLLINS: Never completed, no, we
24 did not.

1 MR. O'DWYER: Has the property sat
2 vacant since 1983?

3 MS. ROLLINS: Most of the time the
4 property was vacant. We had tenants in the
5 property to help maintain it but that was not
6 successful.

7 MR. O'DWYER: And the property appears
8 to be fire damaged. Is that recent or has that
9 been there for a long time?

10 MS. ROLLINS: The fire damage, that was
11 in the course of that number of years. We had
12 several fires because of neglect.

13 MS. DUNBAR: So is it correct that
14 you're proposing to sell the property for \$30,000?

15 MS. ROLLINS: Yes.

16 MS. DUNBAR: And do you --

17 MS. ROLLINS: If the lady -- we had
18 gotten the property because the lady next door
19 asked us to buy it. In fact, she encouraged us to
20 buy it to provide some safety to her because there
21 were vandals in the house. So we bought the house
22 not because we wanted to but because she asked us
23 to, an elderly lady. So my statement is that we
24 have done the best we could and the lady who

1 purchased the property next door asked us in the
2 last number of months to rehab the house -- we had
3 the house up for sale and she asked could she buy
4 it because she would like to have it. So that is
5 how the present proposed owner became involved with
6 us.

7 MS. DUNBAR: So you said proposed
8 owner. Did you sell it already?

9 MS. ROLLINS: Yes, we sold it to this
10 lady but we haven't had a certificate of agreement
11 from your people here.

12 MS. JOHNSON: And is she going to
13 redevelop it?

14 MS. ROLLINS: Yes, that was --

15 MS. JOHNSON: Does she plan to
16 redevelop the property?

17 MS. ROLLINS: Yes.

18 MR. DUNKIN: She has a property right
19 next door to it and she already redeveloped that
20 property. So what she wants to do is get this
21 property and redevelop that property.

22 CHAIRPERSON JARMON: Any further
23 questions?

24 MR. GRADWOHL: If the property wasn't

1 completed, could the restrictions be transferred to
2 the new owner?

3 CHAIRPERSON JARMON: From 1983?

4 MR. GRADWOHL: For a one-year reverter
5 for rehab.

6 MR. O'DWYER: But it was a one-year
7 reverter in 1983.

8 MR. GRADWOHL: Right.

9 CHAIRPERSON JARMON: Any further
10 questions?

11 MR. GRADWOHL: There's an alarming
12 number of violations on this property and I would
13 be concerned to allow to consent the sale if it's
14 just going to sit there.

15 CHAIRPERSON JARMON: Well, she said
16 that the lady next door rehabbed her property and
17 she wants to purchase this to rehab it.

18 MS. DUNBAR: So can we just suggest
19 that instead of having the discussion with the
20 current owner, maybe we talk to the person who's
21 proposing to purchase it to make sure they're going
22 to do --

23 CHAIRPERSON JARMON: I don't think she
24 took title yet.

1 MS. DUNBAR: Did you go to settlement
2 yet? Did you go to settlement with that person?

3 MS. ROLLINS: We're waiting for
4 settlement.

5 MS. DUNBAR: So you didn't sell it yet.
6 Okay. The discussion centers around us making sure
7 now that whoever purchases the property is going to
8 remove the blight that currently exists.

9 MS. ROLLINS: She lives next door.

10 MS. DUNBAR: No, I understand.

11 MS. ROLLINS: She has a beautiful
12 remodeled home next door, so that is why we agreed
13 because of the concern for improving the community.
14 We agreed that we would sell that property to her.

15 MS. DUNBAR: I see an e-mail here from
16 Ms. McDaniel. Ms. McDaniel sent an e-mail to the
17 Redevelopment Authority asking for authority to
18 purchase 1800 West Ontario. But in order to do
19 that we need to issue the certificate of compliance
20 is what this says.

21 MS. ROLLINS: Yes. That is why we are
22 here today.

23 MS. DUNBAR: And then it went to Susie.
24 Okay. I'm fine with that.

1 MR. O'DWYER: If we could issue a
2 contingent -- certificate of completion contingent
3 upon a new reverter clause in the deed that when we
4 transfer it and if that's not acceptable to the new
5 buyer then they can come back next month and we can
6 talk to them.

7 MS. DUNBAR: I think that we're
8 probably several years late in doing whatever
9 should have been done. So because I have this
10 e-mail directly from Ms. McDaniel to the
11 Redevelopment Authority general counsel, I would
12 suggest that we authorize the issuance of the
13 certificate of completion, allow her to do what it
14 is that she proposes to do. I mean, it's been
15 vacant since 1983.

16 CHAIRPERSON JARMON: That's your
17 recommendation?

18 MS. DUNBAR: That is.

19 MS. SWANSON: Is the buyer aware of how
20 much it's going to cost to rehab the property? It
21 has some pretty significant violations. It's going
22 to be expensive. Has she seen the inside of the
23 property? Does she know what's wrong with it?

24 MR. DUNKIN: Yes. I walked her and her

1 son through the whole place. Her son went through
2 the basement, first floor, second floor, third
3 floor. She already saw everything in it.

4 MS. SWANSON: Okay.

5 MR. DUNKIN: Yes.

6 MR. GRADWOHL: I'm just concerned that
7 the property will remain in the same condition once
8 it's been transferred, so that's why I suggested
9 that the certificate be transferred. I understand
10 it's been a long time since it was initially
11 transferred out of the City's inventory. That's my
12 line of thinking.

13 MS. DUNBAR: I would think that if
14 there was some failure on Ms. McDaniel's part that
15 L&I would have to come in and do something --
16 somebody would have to do something to enforce the
17 development. The property has been vacant since
18 1983. It's like what's going to change whether she
19 owns it or she owns it. We're not going to take it
20 back at this point. So it makes sense to allow the
21 sale to someone who apparently has the financial
22 capabilities if they purchase the property that's
23 adjacent to it, even if she has to mortgage her
24 property to rehab this one.

1 MS. MEDLEY: I think that -- because
2 what I'm hearing is concern about the condition of
3 the property and also the length of time that since
4 the person originally purchased this from the City.
5 I understand you have an e-mail that states her --

6 MS. DUNBAR: Her interest.

7 MS. MEDLEY: Buyer intent of what she's
8 going to do.

9 MS. DUNBAR: No, it doesn't speak to
10 what she intends to do with it. It just states
11 she's trying to purchase 1800 West Ontario. But
12 the title company mentioned that there's a
13 certificate of completion that needs to be
14 satisfied.

15 MS. MEDLEY: I think given the current
16 condition of the property kind of makes it a
17 little, for lack of a better word, awkward because
18 we don't know what happened in 1983 for the City to
19 issue the certificate. So what might be helpful
20 and what might make people feel more comfortable,
21 if she can get some type of proposal from the buyer
22 about what her intent is to do with the property
23 and maybe go from there.

24 MS. DUNBAR: What I originally proposed

1 was having the woman come in to speak to it.

2 MR. O'DWYER: To your point, let's say
3 that the proposal she gives us is satisfactory for
4 whatever reason, it just sits with the current
5 owner and nothing happens.

6 MS. SWANSON: Time does seem to be of
7 essence because of the type of condition that needs
8 to be rehabbed sooner or later, otherwise the City
9 is pending demolition. So it makes sense from a
10 code violation standpoint to get it to somebody.

11 MR. O'DWYER: So I second your motion.

12 MS. DUNBAR: Thank you.

13 CHAIRPERSON JARMON: All in favor?

14 (Ayes.)

15 CHAIRPERSON JARMON: Next item, 1931
16 East Cumberland Street. Can you state your name
17 for the record?

18 MR. MCKENZIE: Sure. Kevin Gray
19 McKenzie, CDC.

20 CHAIRPERSON JARMON: This was on the
21 agenda a couple months ago for a certificate and I
22 think the -- Linda Medley, you had some questions
23 regarding -- we originally transferred title to New
24 Kensington.

1 MS. MEDLEY: So my understanding that
2 New Kensington, they were going to develop it and I
3 recall that New Kensington came last year and they
4 wanted -- May of last year and they wanted to be
5 able to -- they wanted the City to release the
6 conversion of interest because they wanted to
7 mortgage the property to develop some other
8 property. So the situation is coming back. You
9 still haven't developed it and now you want a
10 release?

11 MR. MCKENZIE: Right. So my
12 understanding, this property originally was
13 requested by New Kensington in the early 2000s. It
14 was transferred from the City to the PRA and then
15 ultimately transferred to New Kensington in 2008.
16 The language in the documents to my knowledge do
17 not refer to redevelopment, however, my
18 understanding is that when New Kensington requested
19 the property it was under the New Kensington
20 LandCare Program. So essentially for the past 10,
21 20 years New Kensington has collected parcels
22 throughout Kensington and Fishtown for the purposes
23 of vacant land stabilization. The issue had been
24 when New Kensington received the property in 2008,

1 2009, ultimately received the property, it did not
2 have the capacity to develop the one property and
3 the properties adjacent to it, there are 10 to 12
4 parcels on either side of the properties, were
5 purchased by a private developer who has been
6 developing the houses and has approached the
7 organization to purchase our property for
8 redevelopment. So the question has been internally
9 is it worth New Kensington holding onto this vacant
10 lot if there is a feasible development opportunity
11 with the developer in the community doing housing
12 next door. So the request was to receive approval
13 to release the property for sale to this developer.
14 I think the primary clause in the document is that
15 New Kensington could not sell the property for more
16 than 15 percent of its value within the first five
17 years of acquisition. So that's really the primary
18 question we have.

19 MS. MEDLEY: See the problem is that
20 New Kensington -- New Kensington got the property
21 for a dollar. So how much are they proposing to
22 sell it for now?

23 MS. DUNBAR: How feasible is it?

24 MR. MCKENZIE: Sure. So the appraised

1 value for the property -- because last year it was
2 going to be mortgaged to use as collateral
3 essentially for development, 88,000. So the
4 developer wants to purchase the property to develop
5 homes adjacent to these properties for 70,000.

6 MS. JOHNSON: Is that based on an
7 appraisal? Because we have seen some things
8 selling for 150,000.

9 MR. MCKENZIE: Yeah. Depending on the
10 lot size and location, upward of a hundred
11 thousand.

12 MS. JOHNSON: It's blue truck
13 development.

14 MR. MCKENZIE: That's correct. So
15 they're selling homes on Cumberland between -- near
16 Jasper and Emerald and their price point in that
17 area have been upward of \$300,000, \$200,000,
18 thereabouts. So that area has risen in value
19 significantly and for the organization -- which our
20 mission is affordable, it doesn't make sense for us
21 to hold on to this one parcel in the middle of the
22 block that has already been developed for
23 residential development.

24 MR. GRADWOHL: What were the conditions

1 of the property?

2 MS. MEDLEY: The property has all five
3 provisions on it.

4 MR. GRADWOHL: So it includes provision
5 for affordable housing.

6 MS. MEDLEY: I understand the original
7 proposal was for them to develop it.

8 MR. GRADWOHL: The original proposal
9 was for KCDC to develop it. There's minutes from
10 the 2009 meeting to that effect. So what you're
11 saying is that you would actually transfer the
12 property for \$80,000 and then it would be developed
13 into market rate housing in New Kensington?

14 MR. MCKENZIE: So I would say that in
15 that market where houses are going for \$400,000,
16 the market would be workforce housing price points.
17 But that's correct, the premise is correct. We're
18 essentially providing to someone else to develop
19 because we don't have the capacity to develop one
20 lot in the middle of the block where developers
21 have already purchased their properties.

22 MR. GRADWOHL: Now you had mentioned
23 workforce housing. The City defines workforce
24 housing sale points to be below \$230,000 because

1 that's what's affordable to a household that makes
2 120 percent of --

3 MR. MCKENZIE: Sure. Sure.

4 MR. GRADWOHL: Is that what's being
5 proposed for the site?

6 MR. MCKENZIE: Those are my words, but
7 they are middle income housing. But I think the
8 question is whether or not the deed or the transfer
9 stated if they need to be affordable development.
10 That's a question for us as well because it isn't
11 explicit in the documents.

12 MS. MEDLEY: No, it doesn't say that.

13 MR. GRADWOHL: The City can't hold them
14 to actually use affordable houses there because it
15 doesn't expressly state in the...

16 MS. MEDLEY: I'm going to say no.

17 MR. GRADWOHL: Okay.

18 MS. MEDLEY: However, before you get
19 into that issue, the first issue is that they said
20 -- the proposal said they were going to develop the
21 property. They received the property at a dollar.
22 Now they didn't develop it and now they want to
23 sell it.

24 MR. MCKENZIE: And I have to say I did

1 ask our Board about this when they acquired the
2 property. Reach out to the City for the property.
3 And the response was that it was supposed to be
4 under the vacant LandCare Program which we maintain
5 currently as an organization.

6 MR. GRADWOHL: The minutes suggest
7 otherwise from 2009.

8 MR. MCKENZIE: And that's fine. That's
9 fine.

10 MR. GRADWOHL: Okay. So per the deed
11 restriction is there some stipulation about the
12 amount of sales price that will be returned to the
13 City?

14 MS. PLACKE: 15 percent within the
15 first five years.

16 MS. MEDLEY: The amount that it cost to
17 get the property.

18 MR. O'DWYER: That was within the first
19 five years.

20 MS. PLACKE: Can I just ask. So if New
21 Kensington's mission is for a charitable purpose,
22 isn't it implied that that development would have
23 been for affordable housing? No? It doesn't apply
24 to that at all.

1 MS. DUNBAR: It doesn't matter because
2 they bought it for a dollar. They were supposed to
3 --

4 MS. PLACKE: To develop it, right.

5 MS. MEDLEY: Since they got it for a
6 dollar and they are a nonprofit organization the
7 assumption was that they were going to either build
8 affordable housing or some type of mixed use that
9 would be of benefit to the community and not just
10 for profit.

11 MR. MCKENZIE: I would say also this to
12 that point. The proceeds would be used back to the
13 organization for mission-oriented development.

14 MS. CASIMIR: Is the organization
15 mandating from the developer that they do
16 affordable housing?

17 MR. MCKENZIE: No. No. They contact
18 us directly.

19 MS. CASIMIR: Yeah, I understand that.
20 But you as an organization --

21 MR. MCKENZIE: We did not mandate that
22 they do affordable housing because they had already
23 done their development adjacent to ours.

24 MR. O'DWYER: I would echo Carolyn's

1 point that the organization is a charitable mission
2 that does a range of social service, affordable
3 housing and economic development work that's just
4 tremendously impactful in Fishtown and Kensington.

5 And also we had a very similar situation in the
6 exact same neighborhood, came up with a project
7 developer a few months ago and was getting --

8 MS. DUNBAR: Did he buy it for a
9 dollar?

10 MR. O'DWYER: I'm sorry?

11 MS. DUNBAR: Did he buy it for a
12 dollar?

13 MR. O'DWYER: He did not buy it for a
14 dollar, but he got it for I think it was a thousand
15 dollars.

16 MS. JOHNSON: I think we have had other
17 properties from New Kensington that they acquired.
18 You have other properties in your inventory that
19 you have been selling off.

20 MR. MCKENZIE: We have not sold any
21 other properties directly out of the inventory.

22 MS. DUNBAR: That might be partially
23 correct.

24 MR. MCKENZIE: I think there was a

1 situation I recall with the Council --

2 MS. DUNBAR: Something happened.

3 MR. MCKENZIE: There was a transfer of
4 a property.

5 MS. JOHNSON: I'm wondering if we are
6 going to see you selling off other properties that
7 you acquired for a dollar and making a profit.
8 That wasn't the intention of the restriction --

9 MR. MCKENZIE: Understood.

10 MS. DUNBAR: So going back to what you
11 were describing. I think the difference that we
12 have to make sure that we are all clear about is
13 they bought it for a dollar, the City sold it to
14 them for a dollar for the purpose of doing
15 something. Now they have held it and because they
16 weren't able to do what they proposed to do, and
17 now they have an opportunity to sell it to allow
18 somebody else to do something totally different,
19 that's the issue that really is on the table.

20 MS. JOHNSON: And I think we would like
21 to examine some of the these to see if the City
22 cannot share in getting some of the proceeds. I
23 mean, I don't know legally how something could be
24 developed and we get a portion of the proceeds if

1 people are not meeting the requirements.

2 MR. O'DWYER: When it comes to not
3 meeting the requirements, I don't really see why it
4 matters whether it was a private person getting it
5 for, you know, some small amount of money versus a
6 nonprofit at this point this many years later.

7 MS. DUNBAR: The thousand dollars could
8 have been the fair market value at that point. So
9 if that person paid a thousand dollars, that's not
10 nominal. That could have been the value at that
11 point in time, but the fact that this was sold for
12 a dollar makes it a little bit different to me.

13 MS. CASIMIR: It was with the intent of
14 developing for affordable housing.

15 MR. GRADWOHL: The minutes from the
16 meeting -- I forget the gentleman who was here, but
17 he had made mention of affordable housing or
18 affordable home ownership. He didn't give a very
19 clear proposal. This was back in 2009, so I don't
20 know -- I don't know what that -- what obligation
21 those minutes actually puts on KCDC to complete
22 that. Maybe it stands for what the Committee's
23 options are in this situation.

24 MS. MEDLEY: The one option is you

1 don't have to -- you don't issue a certificate of
2 completion. I mean, you always have that option.
3 I think what might be helpful is if maybe you table
4 this and there may be more discussion about how to
5 handle it and how -- I guess how to best manage
6 this. Because this is a legitimate concern. And
7 the additional concern is they came back last year
8 and still not having developed it and not having a
9 plan for it but wanted to use it to do other things
10 and now a year later they want to sell it.

11 MS. SWANSON: But the other thing,
12 which is something that is basically saving that
13 neighborhood that nobody else could have done. I
14 also think we need to think about do we want to
15 from a code enforcement perspective, from a blight
16 perspective, having a gap in a block is
17 significant. Even if the other houses have been
18 developed and there isn't any other vacancy on the
19 block, a hole on the block is very significant from
20 a blight perspective and from a crime perspective.

21 MS. CASIMIR: But we also have to
22 consider protocol.

23 MR. O'DWYER: Can I just mention that
24 the deed restriction of that actually called for

1 the development of low income or senior housing and
2 we still let the developer not having developed
3 anything and sell it for a windfall. This was also
4 on Cumberland Street. I don't remember the
5 address. The guy came back a few times.

6 MS. JOHNSON: I'm just proposing going
7 forward that we look at it -- since we have
8 rewritten and we have new rules, that we look at
9 how we can better capture a portion of these
10 proceeds if this is going to happen going forward
11 regardless of what happened in the past. So I
12 don't know if we can maybe table it for further
13 discussion.

14 MR. O'DWYER: I mean, Linda, I don't
15 want to put words in your mouth but the
16 conversation we -- at this point without having
17 language in the deed from the get-go, we don't
18 really have the power to negotiate or demand a
19 portion of -- to withhold the certificate of
20 completion, you know, and say well -- I mean that's
21 --

22 MS. MEDLEY: The Committee doesn't have
23 to issue the certificate of completion and actually
24 you can't when the person has not done what they

1 said they were going to do. I know we have crafted
2 other things to do like, for instance, a consensus
3 sale and then transfer the conditions to the new
4 buyer. That's something that we built in to kind
5 of gap the language between deed and release of the
6 conditions. I think because of the fact that the
7 -- what I'm suggesting in follow-up to what Melvis
8 said is to table it and to take a step back to kind
9 of figure out how to handle the situation moving
10 forward. That's just my suggestion.

11 MS. JOHNSON: I guess the question is
12 do we have any options? If we table it, what are
13 our options?

14 MS. MEDLEY: I mean, I think the
15 Committee should consider looking at a way to
16 negotiate in terms of maybe that the City get a
17 portion of the proceeds of the sale back -- if I
18 recall correctly from last year in May when they
19 wanted to mortgage the property, the property was
20 valued at least \$225,000 and now we're being told
21 it's \$80,000.

22 MS. CASIMIR: I think the Committee
23 should take the time to review everything that has
24 been submitted as a collective before making a

1 decision.

2 MR. MCKENZIE: I'm happy to send an
3 appraisal that was done last year that has it
4 listed.

5 MR. GRADWOHL: I think one other option
6 -- maybe I'm biting off more than I can chew, but
7 one other option might be affordable housing,
8 affording home ownership be built on that site,
9 whether the new buyer will be amenable. But
10 pending those further discussions, I move that we
11 table this item.

12 MS. PLACKE: Second.

13 CHAIRPERSON JARMON: All in favor?
14 (Ayes.)

15 CHAIRPERSON JARMON: We'll be in touch
16 with you.

17 MR. MCKENZIE: Thank you very much.

18 CHAIRPERSON JARMON: I'd like to add
19 the minutes from the March 28th agenda. Can I get
20 a motion?

21 MR. GRADWOHL: So moved.

22 MS. DUNBAR: Second.

23 CHAIRPERSON JARMON: And the meeting
24 has been adjourned.

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1 (Meeting adjourned 11:17 a.m.)

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