



To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd
From: Katelyn Wright
Date: February 18, 2019
Re: Board of Directors Meeting – February 19, 2019

The Greater Syracuse Property Development Corporation will hold the Annual Meeting of the Board of Directors on **Tuesday, February 19, 2018 at 6:00 P.M.** in the second floor ballroom at the CNY Philanthropy Center at 431 E. Fayette Street, Syracuse, NY 13202.

- I. **Call to order**
- II. **Roll Call**
- III. **Proof of Notice**
- IV. **Minutes**
January 16, 2019
- V. **Executive Summary & Financial Statements**
- VI. **New Business**
 - A. Authorize the Sale of Multiple Properties
 - B. Authorize the Land Bank to purchase 1542 South Ave from Corless Williams Mims for \$10,000
 - C. Enter into a contract with Center for Community Progress for professional services
- VII. **Discussion**
 - A. Budget request to the City of Syracuse
- VIII. **Adjournment**



PLEASE POST

PLEASE POST

PLEASE POST

PUBLIC MEETING NOTICE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

HAS SCHEDULED REGULAR MEETING OF THE BOARD OF DIRECTORS

FOR

8:00 AM Tuesday, February 19, 2019

At

The CNY Philanthropy Center
431 E. Fayette Street
Suite 375
Syracuse, NY 13202

For more information, please contact Katelyn Wright at 315-422-2301 or
kwright@syracuselandbank.org

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

CERTIFICATE REGARDING NO CONFLICT OF INTEREST

MEETING DATE: February 19, 2019

The Greater Syracuse Property Development Corporation (the “GSPDC”) has this day considered numerous business items (each a “Transaction”) including, but not limited to, the sale of real or personal property to, undertaking projects with or on behalf of, and entering contracts with, certain individuals and business entities (each a “Stakeholder”).

I, the undersigned director, officer or employee of GSPDC, **DO HEREBY CERTIFY**, as follows:

1. I do not have any interest with regard to any Transaction which would cause the Transaction to be deemed a “related party transaction” (as defined in Section 102[a][24] of the New York Not-For-Profit Corporation Law), and no Relative (as defined in Section 102[a][22] of the New York Not-For-Profit Corporation Law) of mine or entity in which I have an ownership or beneficial interest has any such interest.

A “related party” as defined under Section 102(a)(23) of the New York Not-For-Profit Corporation Law means: (a) any director, officer or key employee of the GSPDC or any affiliate of the GSPDC; (b) any relative of any director, officer or key employee of the GSPDC or any affiliate of the GSPDC; or (c) any entity in which any individual described in clauses (a) and (b) above has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

A “related party transaction” as defined under Section 102(a)(24) of the New York Not-For-Profit Corporation Law means any transaction, agreement or any other arrangement in which a related party has a financial interest and in which the GSPDC or any affiliate of the GSPDC is a participant.

2. I do not have any interest in, or relationship with, any Stakeholder which would violate the GSPDC’s Code of Ethics, Section 1614 of the New York Not-for-Profit Corporation Law, Sections 73 or 74 of the New York Public Officers Law, or Section 4.15 of the Intermunicipal Agreement between Onondaga County and the City of Syracuse dated March 27, 2012 or which would create a potential conflict of interest as defined pursuant to Article VIII of the Bylaws of the GSPDC.
3. The nature and extent of any interest I may have in any Stakeholder or Transaction is described in Exhibit A annexed hereto, such disclosure to be made a part of and set forth in the official minutes of the GSPDC.

BOARD OF DIRECTORS:

Vito Sciscioli, Chair

Michael LaFlair

El-Java Williams Abdul-Qadir

James Corbett, Vice Chair

Julie Cerio

STAFF:

Katelyn E. Wright

Luke Avery-Dougherty

April Panek

David Rowe

Chamar Otis

Terri Luckett



Minutes

Greater Syracuse Property Development Corporation
Regular Meeting of the Board of Directors
6:00 PM Wednesday, January 16, 2019
431 E. Fayette Street, 3rd Floor Conference Room
Syracuse, NY 13202

Board Members Present: Vito Sciscioli, Michael LaFlair, Julie Cerio, Jim Corbett, El Java Abdul Qadir

Others Present: Katelyn Wright, Luke Avery-Dougherty, Terri Luckett, April Panek, Dave Rowe, Chamar Otis, Bob Dougherty, Honorable David Knapp, Honorable Khalid Bey, Ben Lockwood, Brian Murphy, Andrea Wandersee, Stephanie Pasquale, Moe Scoggins, Patrona Jones-Rowser, Juhanna Rogers, Ray Ortiz, Jr., Ginny Curtis, Ed Mitchell, Jeanne Mitchell, Honorable Linda Erwin, Honorable Ken Bush, Dan Barnaba, Honorable Peggy Chase, Pat Hogan, Honorable John McBride, Lydia Montgomery, Mike Fallon, Brian Rushing, Mike Harper, Jr., Craig Swiecki, Tim Redmond, Jim Grooms, Walt Dixie, Honorable Latoya Allen, Honorable Deb Cody, Brian Farrante, Carol Schaffer, Honora Spillane, Hilary Donohue, Vincent Sciprone, Jonathan Link Logan, Nadesia Hernandez

I. Call to Order

Vito Sciscioli called the meeting to order at 6:07 PM.

II. Roll Call

Mr. Sciscioli noted that all board members were present.

III. Proof of Notice

Mr. Sciscioli noted that public notice had been properly posted.

IV. Minutes

Jim Corbett moved to approve the minutes from December 18, 2018. El Java Abdul Qadir seconded this motion. All board members present voted unanimously to approve the minutes from December 18, 2018.

V. Executive Summary & Financial Statements

Ms. Wright noted that financial statements through the end of November were included in the packet.

VI. New Business

A. Election of Officers and Committees

Ms. Wright noted that the current officers and committee appointments are included in the Executive Summary for their reference. She noted that Mr. LaFlair had expressed a willingness to serve as Treasurer and that he was replacing Mr. Barnaba on the board, our outgoing treasurer.

Mr. Sciscioli nominated himself to serve as Chairman, Jim Corbett to serve as Vice-Chair, Julie Cerio to serve as Treasurer, and Mike LaFlair to serve as Treasurer. He further nominated himself, Jim Corbett, and Julie Cerio to serve on the Governance Committee; Mike LaFlair and Julie Cerio to serve on the Audit Committee; Mike LaFlair, Jim Corbett, and El Java Abdul Qadir to serve on the Finance Committee; and Jim Corbett, El Java Abdul Qadir, and Julie Cerio to serve on the Personnel Committee.

El Java moved to pass a resolution confirming these nominations. Jim Corbett seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION CONFIRMING THIS SLATE OF OFFICERS AND COMMITTEE MEMBERSHIPS.**

B. Re-adopt Policies & Procedures

Mr. Sciscioli explained that the board must vote annually to readopt their policies and procedures. Ms. Wright noted that all were the same except for the addition of a Sexual Harassment Prevention Policy, which is newly required by NY State. Julie Cerio moved to adopt the Land Bank's mission statement, policies, and procedures. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION RE-ADOPTING THEIR MISSION STATEMENT, POLICIES AND PROCEDURES.**

C. Resolution authorizing signatories on bank accounts

Ms. Wright explained that their bank requires a resolution be passed by the board any time there is a change in signatories on the Land Bank's bank accounts. The signers are typically the Chairman of the board, the Treasurer, and the Executive Director.

El Java Abdul Qadir moved to pass a resolution naming these three individuals as signatories on the Land Bank's accounts. Julie Cerio seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION NAMING THE CURRENT CHAIRMAN, TREASURER, AND EXECUTIVE DIRECTOR AS SIGNATORIES ON THE LAND BANK'S BANK ACCOUNTS.**

D. Adopt 2019 Performance Goals

Ms. Wright reminded the board that the annual adoption of performance goals is required by the City/County Intermunicipal Agreement that established the Land Bank. Mr. Sciscioli asked what was significant on the horizon for 2019. Ms. Wright noted that the Land Bank had just been awarded another \$2 million CRI grant, that these grants typically run on a two-year cycle, and that this was the first time they were being told that if they complete all of their deliverables early they can apply for additional year funding in year 2; so a significant 2019 performance goal is to complete all of their required deliverables under this CRI grant in 2019 – 56 demolitions and 8 renovations.

Jim Corbett moved to pass a resolution adopting the 2019 performance goals as drafted. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO PASS A RESOLUTION ADOPTING THE 2019 PERFORMANCE GOALS.**

E. Authorize the Sale of Multiple Properties

Ms. Wright noted that all of the offers received this month were pretty straightforward with the exception of 437 N. Salina Street, for which they received two strong offers that she felt were too closely matched for her to make a staff recommendation. Ms. Wright summarized the other offers that were received. Mr. Sciscioli suggested they vote on these and address 437 N. Salina in a separate resolution. Julie Cerio moved to authorize the sale of multiple properties, as amended not to include 437 N. Salina Street. Mike LaFlair seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION, AS AMENDED, AUTHORIZING THE LAND BANK TO SELL MULTIPLE PROPERTIES.**

F. Authorize the Sale of 437 N. Salina Street

Ms. Wright explained that the Land Bank had received two offers on 437 N Salina Street, only \$1,500 apart, both from very well qualified developers. She noted that Dwell Equity does have a number of outstanding enforcement mortgages that still need to be closed out, but that two of the six have already been inspected.

Julie Cerio noted that between the two proposals she liked that Mr. Queri's included a residential component, explaining that increased residential units would likely be good for that business district as it currently doesn't have much residential upstairs. She noted that his construction budget seemed more realistic, that she preferred his faster timeline for completion, that it would be good to get some new commercial developers engaged with the Land Bank, and that the \$100,000 budget presented by Dwell appeared too slim. Jim Corbett agreed that \$100,000 was too light for the construction budget and expressed concern over Dwell's outstanding enforcement mortgages. Vito Sciscioli noted that he had some experience with Dan Queri's work on the Amos Building downtown and that that project was

a resounding success. Mike LaFlair asked whether the grant funding included in Dan Queri's budget was committed funding. Ms. Wright noted that it could not be committed until he actually had the building under contract, but that she'd spoken with the grant administrator for National Grid and that they were enthusiastic about the project being eligible for their Main Street program.

Mike LaFlair moved to pass a resolution authorizing the Land Bank to sell 437 N Salina Street to Dan Queri. Julie Cerio seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO SELL 437 N SALINA STREET TO DAN QUERI.**

G. Proactively approve the sale of 53 Curtis

Ms. Wright explained that this house was being fully renovated and sold move-in ready so it was more likely to attract a traditional buyer using a buyers' agent who would likely be searching the MLS for listings. She noted that just like they did with 4 Travers, they paid Reppi Real Estate \$500 to list it in the MLS and that the Land Bank had listed it for \$124,900 and requires the buyer to owner-occupy for five years. They expect a buyer will want a quick answer regarding whether their offer has been accepted, and won't want to wait for the monthly board meeting like buyers do for the Land Bank's fixer-upper listings. She asked the board for authorization to accept any offer within 10% of list price, noting that they would come to the board to ratify that at the following month's board meeting. Julie Cerio moved to authorize the ED to accept any offer within 10% of list price for 53 Curtis. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE ED TO ACCEPT ANY OFFER WITHIN 10% OF LIST PRICE FOR 53 CURTIS.**

H. Renew Catholic Charities Relocation Assistance contract for 2019

Ms. Wright indicated that they were continuing to receive occupied properties from the City of Syracuse, necessitating Catholic Charities' relocation assistance. She explained that the Land Bank's 2019 budget included \$40,000 for relocation assistance and that she is proposing they contract for the same amount they did in 2018, \$39,021 requiring CCOC relocate at least 24 households. She noted that they met that objective in 2018 and went on to explain that this is a sole source procurement since Catholic Charities is uniquely qualified to provide this service. El Java Abdul Qadir moved to authorize the Land Bank to contract with Catholic Charities of Onondaga County for an amount not to exceed \$39,021 for relocation assistance services in 2019. Julie Cerio seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO CONTRACT WITH CATHOLIC CHARITIES OF ONONDAGA COUNTY FOR AN AMOUNT NOT TO EXCEED \$39,021 FOR RELOCATION ASSISTANCE SERVICES IN 2019.**

I. Award contracts to demolish 901 Park and 605 Gifford

Ms. Wright indicated that they had enough 2018-19 City demo-restricted funding left to cover these two properties and that they wanted to get to them sooner rather than later because 1) there was no other way to control constant vandalism at 901 Park St and 2) HHQ is planning to rehab the homes on either side of 605 Gifford this year and they wanted to get it out of the way before the construction season starts. They received two bids and wanted the board's permission to contract with the lowest qualified contractor, Crisafulli Trucking, to demolish these structures. Jim Corbett moved to authorize the Land Bank to contract with Crisafulli Trucking for the demolition of 901 Park St and 605 Gifford Street for an amount not to exceed \$37,185. Julie Cerio seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO CONTRACT WITH CRISAFULLI TRUCKING FOR THE DEMOLITION OF 901 PARK ST AND 605 GIFFORD STREET FOR AN AMOUNT NOT TO EXCEED \$37,185.**

VII. Adjournment

Julie Cerio moved to adjourn the meeting. El Java Abdul Qadir seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ADJOURN THE MEETING AT 6:26 PM.**



Executive Summary February 19, 2019 Board of Directors Agenda

I. Financial Statements & Executive Summary

Attached please find financial statements through the end of December. We were projecting a \$575K deficit for 2018 and it looks like we were actually about \$300 worse off than expected. This is largely because we were projecting \$1.25 mill in sales and we came in closer to \$1 million in sales revenue at year end. Our audit starts on February 25 so there may be a few more adjustments to these financial statements before they are our final year-end numbers. The deficit described above is a cash deficit – our financial statements don't paint such a dire picture, since they include nearly \$300k in the value of properties donated to us (valuing the assets without acknowledging that they come with maintenance obligations and future expense) and re-classify over \$800,000 spent on property purchase, maintenance, and renovations from expense to inventory at year-end.

II. New Business

A. Authorize the Sale of Multiple Properties

See p. 17 of the agenda packet for a summary of complete offers received this month.

B. Authorize the Land Bank to purchase 1542 South Ave from Corless Williams Mims for \$10,000

The Land Bank owns 1532 South Ave and has had it on the market for years, unable to find a buyer. This two-story mixed use building doesn't have any off-street parking. We recently acquired 1550 South Ave on the same block and then I realized 1546 is seizable. That leaves 1542 as the only missing piece of a possible ½-acre assemblage. We are seeking the board's authorization to buy 1542 South Ave so that we can complete this assemblage, which should make the site more attractive to potential developers. The Land Bank also has a .6-acre site located across the street already assembled. It will be one of the next sites that we RFP out.



C. Enter into a contract with Center for Community Progress for professional services

We wish to hire Center for Community Progress to facilitate a one-day retreat with our staff and board and with elected officials. This will include educational sessions on best practices of land banking from across the country and also a facilitated brainstorming session on changes we might want to make to our business model and/or policies and procedures. With two new board members coming on and a lot of new elected officials since the Land Bank was first established, we think it is a good time to evaluate what we've accomplished so far, our trajectory looking forward, and make adjustments as necessary. Based on feedback from the Personnel Committee I worked with CCP to trim their budget from just over \$10,000 to \$7,100 and I believe we may be able to trim it even further if my staff and I do more of the advance work leading up to the event.

III. Discussion

A. City of Syracuse Budget Request

We typically send a budget request to the City in March of each year. I have summarized below what our request to the City have been in prior years. We are projecting a \$400,000 deficit in 2019, although as you saw in 2018 that is just a projection and not a guarantee.

Year	Request	Budgeted
2013-14	\$2 million	\$1.5 million
2014-15	\$2 million	\$1.5 million
2015-16	\$2 million	\$1.5 million
2016-17	\$1.5 million	\$1.5 million
2017-18	\$1.5 million	\$ -
2018-19	\$1 million	\$750,000 (\$500k restricted to demo with a 1:1 match)

B. Annual Reports to FGUs

The Land Bank Act requires us to report annually in writing and in person to the Foreclosing Governmental Units (FGUs) that created the Land Bank. This report "shall describe in detail the projects undertaken by the land bank during the past year, the monies expended by the land bank during the past year, and the administrative activities of the land bank during the past year. At the conclusion of the report, the chairperson of the land bank shall be prepared to answer the questions of the municipality with respect to the projects undertaken by the authority during the past year, the monies expended by the municipality during the past year, and the administrative activities of the municipality during the past year." I have asked County Legislator John McBride to put us on the County Legislature's Planning & Economic Development Committee agenda for March 14 at 10:30 AM. We still need to schedule a time with the Common Council.

C. Scheduling March meetings

We will need to hold an audit committee meeting to review the audit report prior to our March board meeting. The audit and final financial statements need to be reviewed and approved by the board, along with our annual report to the ABO, in time for us to submit these documents to the ABO by the end of the month. Typically this requires us to push our March meetings back a week or two, but our regular meeting is scheduled for 3/19 and I think we might have the audit done on time so let's plan on the audit committee meeting at 8:00 and the full board meeting starting at 8:30 AM.

Greater Syracuse Property Development Corporation
Balance Sheet
As of December 31, 2018

	Dec 31, 18	Dec 31, 17
ASSETS		
Current Assets		
Checking/Savings		
10000 · Checking	3,509,949.63	4,903,244.42
Total Checking/Savings	3,509,949.63	4,903,244.42
Accounts Receivable		
11001 · Accounts Receivable	135.00	600.00
Total Accounts Receivable	135.00	600.00
Other Current Assets		
11010 · Sale Proceeds Receivable	0.00	75.00
12001 · Undeposited Funds	0.00	247,290.01
12100 · Contract Receivable		
12101 · 2017 AG Demo Contract Rec.	0.00	795,062.76
12102 · 2017 County Contract Rec.	0.00	150,000.00
12103 · N4N Contract Rec.	316,740.00	244,091.00
12104 · County Architect Salvage Rec.	100,000.00	0.00
12105 · City of Syracuse	375,000.00	0.00
12106 · '19-'20 CRI Receivable	1,800.00	0.00
Total 12100 · Contract Receivable	793,540.00	1,189,153.76
12200 · Reimbursement Receivable	3,683.84	0.00
12300 · Forbearance Receivable	1,000.00	0.00
12500 · Prepaid Insurance	114,583.74	67,190.54
12900 · Prepaid Expense	13,551.70	8,743.01
Total Other Current Assets	926,359.28	1,512,452.32
Total Current Assets	4,436,443.91	6,416,296.74
Fixed Assets		
14000 · Computer	13,399.86	10,604.86
15000 · Furniture and Equipment	6,381.08	6,381.08
16000 · Software and Website	13,050.00	13,050.00
17000 · Accumulated Depreciation	-24,893.50	-20,522.75
Total Fixed Assets	7,937.44	9,513.19
Other Assets		
18000 · Cost of Properties Held	1,651,768.85	805,007.41
Total Other Assets	1,651,768.85	805,007.41
TOTAL ASSETS	6,096,150.20	7,230,817.34
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	313,711.65	420,577.72
Total Accounts Payable	313,711.65	420,577.72
Credit Cards		
20001 · M&T Visa Community Card	546.92	616.49
Total Credit Cards	546.92	616.49
Other Current Liabilities		
20500 · Down Payment on Property Sale	18,079.00	13,401.00
21000 · 401(k) Payable	1,254.20	1,725.16
22000 · Accrued Expenses	21,227.77	402,455.13
24100 · Prepaid Rental Income	0.00	1.00
Total Other Current Liabilities	40,560.97	417,582.29
Total Current Liabilities	354,819.54	838,776.50

Greater Syracuse Property Development Corporation
Balance Sheet
As of December 31, 2018

	Dec 31, 18	Dec 31, 17
Long Term Liabilities		
27200 · Other Liabilities	135.42	600.00
28000 · Deferred Grant Inflow		
28003 · County Loan Guarantee '14	150,000.00	150,000.00
28004 · County Deconstruction '14	16,910.17	16,910.17
28005 · County Geographic Targeted '14	0.00	3,937.79
28006 · County Bank Purchase	139,663.91	139,663.91
28009 · AG Side Lots '15	8.20	8.20
28011 · AG Demo '17	3,536.68	194,032.77
28012 · County 2017	43,117.73	150,000.00
28013 · Neighbors for Neighbors '17-'18	312,338.82	380,575.51
28014 · AG Rehab '17	295,000.00	600,000.00
28015 · City of Syracuse '18-'19	290,196.93	0.00
28017 · CRI 2019 Demo	1,800.00	0.00
29000 · Americorps Grant	3,520.35	3,520.35
Total 28000 · Deferred Grant Inflow	1,256,092.79	1,638,648.70
29500 · Parks Conservancy Grant	1,000.00	0.00
29502 · Community Foundation Lead Grant	43,750.00	0.00
Total Long Term Liabilities	1,300,978.21	1,639,248.70
Total Liabilities	1,655,797.75	2,478,025.20
Equity		
32000 · Unrestricted Net Assets	4,752,792.14	4,950,411.82
Net Income	-312,439.69	-197,619.68
Total Equity	4,440,352.45	4,752,792.14
TOTAL LIABILITIES & EQUITY	6,096,150.20	7,230,817.34

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
December 2018

	Dec 18	Jan - Dec 18
Ordinary Income/Expense		
Income		
40000 · Government Grants		
40010 · City of Syracuse	216,577.96	459,803.07
40030 · Admin/Developer's Fee	0.00	13,709.45
40040 · Onondaga County	52,927.09	210,820.06
40060 · NY Attorney General	0.00	487,420.44
Total 40000 · Government Grants	269,505.05	1,171,753.02
40090 · Neighbors for Neighbors Income	155,921.87	328,116.89
40950 · Community Donated Funds	0.00	400.00
41000 · Donated Property	0.00	291,500.00
42000 · REO Donated Funds	0.00	21,100.00
48000 · Side Lot Application Income	300.00	1,075.00
49000 · Rental Income	3,584.20	61,486.20
49500 · Sale of Property	45,313.00	1,014,852.59
Total Income	474,624.12	2,890,283.70
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	81,612.77	158,274.52
50015 · Donated Property Value	0.00	291,500.00
50020 · Recording Fees	0.00	125.00
50040 · Board-Up	0.00	3,602.52
50050 · Debris Removal - Initial	15,498.00	216,870.44
50090 · Renovation Inventory	0.00	184,154.35
50095 · Sidewalk Replacement/Repair	0.00	17,325.00
50100 · Stabilization	45,903.00	190,452.80
50115 · Environ. Assess. Inventorial	79,126.98	105,461.87
50145 · Title Searches	0.00	2,197.80
50170 · Architectural Prof. Services	6,600.00	24,514.98
50180 · Land Survey Prof. Services	2,500.00	22,225.00
50200 · Property Appraisal	275.00	2,750.00
50999 · Spec Reclass to/from Inventory	-1,004,357.57	-846,761.44
Total 500VI · Vacant COS Inventorial	-772,841.82	372,692.84
500PC · Periodic COS		
50025 · Property Materials and Supplies	335.66	6,961.11
50029 · General Inspections	2,431.75	21,765.25
50045 · Pest Exterminations	0.00	454.00
50051 · Debris Removal - Periodic	20,819.11	351,833.32
50070 · Lawn Maintenance	2,500.00	225,836.19
50080 · Snow Removal	2,125.00	87,522.00
50110 · Demolition/Deconstruction	205,698.55	554,247.34
50111 · Renovation Expensed	93,298.30	411,768.35
50117 · Survey/Abatement Pre-Demo	1,739.00	38,970.00
50120 · Permits/Fees	500.00	2,725.00
50130 · Utilities	3,928.16	56,269.44
50190 · Evictions	2,108.35	11,612.43
50205 · Legal & Closing Costs	1,050.00	23,715.79
50220 · Brokerage - Sale	500.00	6,000.00
53100 · Stabilization	0.00	8,270.04
53170 · Architectural Prof. Services	0.00	16,300.00
53200 · Property Appraisal	0.00	450.00
Total 500PC · Periodic COS	337,033.88	1,824,700.26
Total 50000 · Cost of Sales	-435,807.94	2,197,393.10
Total COGS	-435,807.94	2,197,393.10
Gross Profit	910,432.06	692,890.60

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
December 2018

	Dec 18	Jan - Dec 18
Expense		
60000 · Accounting Fees	5,430.00	77,060.00
60100 · Automobile	393.89	6,318.49
60150 · Bad Debt	0.00	2,966.80
60200 · Depreciation	316.27	4,370.75
60300 · Legal Fees	2,917.00	48,408.84
60400 · Office Expense	2,676.49	30,251.69
60500 · Payroll		
60510 · Salary	26,309.17	337,006.44
60520 · Payroll Taxes	1,983.35	26,322.93
60530 · Employee Health Insurance	2,888.46	35,256.07
60540 · Employer 401(k) Match	1,150.04	16,191.36
60550 · Payroll Processing Fees	756.73	8,123.74
Total 60500 · Payroll	33,087.75	422,900.54
60600 · Professional Services	15,466.84	37,448.09
60602 · Relocation Assistance Expense	0.00	39,021.00
60603 · Special Assessments Expense	0.00	25,363.88
60700 · Insurance		
60701 · Property	442.45	3,456.62
60702 · Liability	16,512.61	169,133.58
60700 · Insurance - Other	13,167.30	108,372.36
Total 60700 · Insurance	30,122.36	280,962.56
60800 · Telephone	191.34	2,722.48
60900 · Travel	0.00	2,296.58
60905 · Conference/Meeting	0.00	635.00
61000 · Bank Service Charge	0.00	35.00
61200 · License and Fees	29.99	3,494.88
61300 · Events & Marketing	0.00	10,702.05
61400 · Rent Expense	2,558.45	26,325.91
Total Expense	93,190.38	1,021,284.54
Net Ordinary Income	817,241.68	-328,393.94
Other Income/Expense		
Other Income		
70200 · Salvage Income	0.00	665.00
70400 · Forbearance Income	0.00	2,000.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	2,386.00	3,892.04
71000 · Reimbursement Income - Other	0.00	4,646.83
Total 71000 · Reimbursement Income	2,386.00	8,538.87
72000 · Forfeited Down Payment on Sale	1,500.00	4,000.00
79000 · Misc. Income	0.00	750.38
Total Other Income	3,886.00	15,954.25
Net Other Income	3,886.00	15,954.25
Net Income	821,127.68	-312,439.69

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened in public session in the third floor conference room at 431 E. Fayette Street, Suite 375; Syracuse, New York 13202 on February 19, 2019 at 8:00 a.m.

The meeting was called to order by the Chairman and, upon roll being called, the following directors of the GSPDC were:

PRESENT:

Vito Sciscioli, Chair
Michael LaFlair, Treasurer (via Skype)
Julie Cerio, Secretary
El-Java Abdul-Qadir

EXCUSED:

James Corbett, Vice Chair

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn Wright	Executive Director
John Sidd	General Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No.: 4 of 2019

**RESOLUTION AUTHORIZING THE SALE OF
MULTIPLE PARCELS OF REAL PROPERTY**

WHEREAS, New York Not-for-Profit Corporation Law Section 1609(d) authorizes the GSPDC to convey, exchange, sell, or transfer any of its interests in, upon or to real property; and

WHEREAS, New York Not-for-Profit Corporation Law Section 1605(i)(5) requires that a sale of real property be approved a majority vote of the Board of Directors; and

WHEREAS, New York Not-for-Profit Corporation Law Section 1609(f) permits the board of directors to delegate to officers and employees the authority to enter into and execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the land bank; and

WHEREAS, Section 4(e)(i) of the GSPDC's Disposition of Real and Personal Property Policy (the "Property Disposition Policy") permits the GSPDC to dispose of real

property by negotiation after listing the real property for sale with a licensed real estate broker and/or on the GSPDC's website; and

WHEREAS, Section 4(e)(i)(3) of the Property Disposition Policy permits the GSPDC to sell real property to an applicant who has not submitted the highest purchase offer for a variety of reasons consistent with the GSPDC's mission and purpose to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, all disposals of GSPDC property must be made to qualified buyers pursuant to Section 5 of the Property Disposition Policy; and

WHEREAS, the GSPDC owns certain parcels of real property situate in the County of Onondaga, State of New York and more particularly identified on the Properties List attached hereto as Schedule A (individually, a "Property" or collectively, the "Properties"); and

WHEREAS, the Executive Director, after evaluating all purchase offers received for the Properties in accordance with the Property Disposition Policy, has recommended that the GSPDC sell each Property to the corresponding Buyer identified on the Properties List (individually, a "Buyer" or collectively, the "Buyers") in accordance with the terms and conditions set forth therein; and

WHEREAS, the GSPDC has determined that each Buyer is a qualified buyer and that that each Buyer's offer is reasonable and consistent with the GSPDC's mission and purpose; and

WHEREAS, the GSPDC has solicited competition for the each Property in accordance with the Property Disposition Policy; and

WHEREAS, if any Property is being sold to a Buyer who has not submitted the highest purchase offer for such Property, the Board of Directors has determined that the sale is justified for the reasons set forth on the Properties List, said reasons being consistent with the GSPDC's mission and purpose to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, the GSPDC desires to sell each Property to the corresponding Buyer identified on the Properties List at the price set forth therein; and

WHEREAS, as may be noted on the Properties List, the GSPDC shall require certain Buyers to execute and deliver a Development Enforcement Note and Mortgage to ensure that the Buyer fulfills its development and use commitments to the GSPDC.

NOW, THEREFORE, BE IT RESOLVED BY THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The recitals above are hereby incorporated into this Resolution as if fully set forth herein.

Section 2. The Members of the Board hereby authorize the GSPDC to sell each Property to the corresponding Buyer identified on the Properties List and authorize the Executive Director to enter into a Contract to Purchase with the GSPDC as seller and the Buyer as buyer with respect to each Property. Each Contract to Purchase shall be agreeable in form and content to the Executive Director and GSPDC counsel.

Section 3. The Chairman, Vice Chairman, Secretary and Treasurer are each hereby authorized to execute all documents on behalf of the GSPDC which may be necessary or desirable to further the intent of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Executive Director and the Director of Operations of the GSPDC are each also hereby authorized and directed for and in the name and on behalf of the GSPDC to execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the GSPDC.

Section 4. All other officers, employees and agents of the GSPDC are hereby authorized to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Vito Sciscioli	VOTING	___
James Corbett	VOTING	___
Mike LaFlair	VOTING	___
Julie Cerio	VOTING	___
El-Java Abdul-Qadir	VOTING	___

The foregoing Resolution was thereupon declared and duly adopted.

STATE OF NEW YORK)
COUNTY OF ONONADAGA) ss.:

I, the undersigned Secretary of the Greater Syracuse Property Development Corporation (the "GSPDC"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the directors of GSPDC, including the Resolution contained therein, held on February 19, 2019 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all directors of GSPDC had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the directors of GSPDC present through said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 19th day of March, 2019.

Julie Cerio, Secretary



February 19, 2019 Sales Summary

1) 133-35 Gorland Ave. – Vacant Two-Family Property

Date Acquired: 06/28/2018

Listed: 01/11/2019

Current List Price: \$9,900

Days on Market: 26 days

Original List Price: \$9,900

Land Bank's Minimum Renovation Est: \$86,661.00

133-35 Gorland Ave. is a two-family residence with two-bedroom, one-bath units located in Meadowbrook. The property needs major renovations. The Land Bank received multiple offers for this property.

Keegan Mulholland intends to renovate and use the property as a rental. Mr. Mulholland owns one other property in the City of Syracuse, a duplex that he lives in. This would be his first purchase from the Land Bank. He has a strong narrative redevelopment plan indicating that he understands the magnitude of the renovations needed.

Dwell Equity Group, LLC intends to renovate and operate it as a rental. They have purchased several properties from the Land Bank. They are proposing to exceed our scope of work by adding a back deck to each unit and adding two gabled dormers to the front porch roof. As of last month's meeting we noted that Dwell has six overdue enforcement mortgages and that two of those had passed their Land Bank inspection, but that we haven't yet received the Certificate of Inspection from the City verifying that they are fully code compliant so we haven't discharged those mortgages. Since then I inspected two more properties, one of which is done and one of which is 95% done, but we are still waiting on Certificates so all six are still outstanding.

Marianne Carter intends to occupy one of the units and rent out the other. Ms. Carter owns multiple properties in the City of Syracuse and manages them herself with the help of her contractors. Ms. Carter submitted excellent before/after photos of her other projects. She currently lives in Manlius, but her kids have just left for college and she wishes to move into the City to be closer to manage her portfolio of rental properties. This would be her first Land Bank purchase. She is the only applicant that plans to occupy the property and she is willing to consent to a five-year residency enforcement mortgage.

Jorya Realty, LLC intends to renovate and use the property as a rental. Jorya Realty, LLC owns one property in Jamesville, NY. Hong Fang Ma is the sole member of Jorya Realty, LLC and her husband will be the general contractor doing most of the renovation work. This would be their first Land Bank purchase.

Based on the Land Bank's disposition policies, staff recommend sale to Marianne Carter – the only applicant planning to make this home her primary residence – subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a second enforcement mortgage requiring her to owner-occupy the property for five years.

133-35 Gorland Ave. Purchase Offer				
Applicant	Keegan Mulholland	Dwell Equity Group, LLC	Marianne Carter	Jorya Realty, LLC
Offer	\$12,600	\$18,250	\$17,250	\$16,190
Plan	Renovate for Rental	Renovate for Rental	Renovate to Owner-Occupy	Renovate for Rental

2) 507 Lynch Ave. – Vacant Single-Family Property

Date Acquired: 05/31/2018 Listed: 01/11/2019
 Current List Price: \$29,900 Days on Market: 26 days
 Original List Price: \$29,900 Land Bank’s Minimum Renovation Est: \$21,372.00

507 Lynch Ave. is a three-bedroom, one-bath house located in Elmwood. The property needs major renovations and is in the Home Ownership Choice program. The Land Bank received one qualified offer for the property. Mr. John Carter intends to renovate the property and reside there as his primary residence. He and his wife own another property on the same street as this property. If awarded the property they will look to move into the property at 507 Lynch and rent out their current property. Mr. Carter is an Onondaga County employee. He will receive the public employee discount for the purchase of the property. Mr. Carter is a licensed electrician and has several years’ experience in construction. Anything outside his experience will be done by other licensed contractors.

Based on the Land Bank’s disposition policies, staff recommend sale to John Carter subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring she occupy the home as his primary residence for five years.

507 Lynch Ave. Purchase Offer	
Applicant	John Carter
Offer	\$14,950 (Public Employee Discount = \$29,900)
Plan	Renovate to Owner-Occupy

3) 318 Merriman Ave. – Vacant Single-Family Property

Date Acquired: 12/18/2015 Listed: 03/02/2018
 Current List Price: \$3,500 Days on Market: 325 days
 Original List Price: \$5,000 Land Bank’s Minimum Renovation Est: \$37,668.00

318 Merriman Ave. is a four-bedroom, one-bath house located on the Westside. This property needs major renovations. The Land Bank has received one qualified offer for this property. Stephan Pollard DBA 5417 Corp. intends on renovating the property to re-sell. Mr. Pollard is a contractor/investor from Rochester, NY. He is currently managing a rehab project for a business partner that recently bought a Land Bank property. Mr. Pollard has the experience to do the majority of the work himself. However, he understands that he must use licensed City of Syracuse contractors to complete all major electrical, mechanical, and plumbing work.

Based on the Land Bank’s disposition policies, staff recommend sale to Stephan Pollard DBA 5417 Corp. subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

318 Merriman Ave. Purchase Offer	
Applicant	Stephan Pollard DBA 5417 Corp.
Offer	\$3,500
Plan	Renovate to Re-Sell

4) 164-166 Mildred Ave. – Vacant Two-Family Property

Date Acquired: 10/30/2018 Listed: 12/14/2018
 Current List Price: \$3,500 Days on Market: 54 days
 Original List Price: \$3,500 Land Bank’s Minimum Renovation Est: \$99,170.00

164-166 Mildred Ave. is a four-bedroom, two-bath, two-unit property located in Eastwood. This property needs major renovations. The Land Bank received one qualified offer for this property. Mr. Avni Jahiu will purchase the property to re-sell. Mr. Avni Jahiu currently owns several properties in the area that he holds as rentals and he also frequently rehabs and flips properties.

Based on the Land Bank’s disposition policies, staff recommend sale to Mr. Avni Jahiu subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

164-166 Mildred Ave. Purchase Offer	
Applicant	Avni Jahiu
Offer	\$3,500
Plan	Renovate for Re-Sell

5) 172 Mountainview Ave. – Vacant Single-Family Property

Date Acquired: 08/30/2018 Listed: 09/19/2018
 Current List Price: \$49,900 Days on Market: 140 days
 Original List Price: \$59,900 Land Bank’s Minimum Renovation Est: \$10,703.00

172 Mountainview Ave. is a three-bedroom, one-bath raised ranch located in Salt Springs. This property needs minor renovations and is in the Home Ownership Choice program. The Land Bank has received one qualified offer to purchase. Ms. Debbie Ortiz-Martinez and Mr. Dewayne Hernandez would like to renovate to occupy as their primary residence.

Based on the Land Bank’s disposition policies, staff recommend sale to Ms. Debbie Ortiz-Martinez and Mr. Dewayne Hernandez subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring he occupy the home as his primary residence for five years.

172 Mountainview Ave. Purchase Offer	
Applicant	Debbie Ortiz-Martinez and Dewayne Hernandez
Offer	\$44,910 (10% off for affordable housing discount)
Plan	Renovate to Owner-Occupy

6) 218 Paul Ave. – Vacant Single-Family Property

Date Acquired: 10/30/2018	Listed: 01/11/2019
Current List Price: \$24,900	Days on Market: 26 days
Original List Price: \$24,900	Land Bank’s Minimum Renovation Est: \$38,611.45

218 Paul Ave. is a three-bedroom, two-bathroom house located in Eastwood. The property will need major renovations and is in the Home Ownership Choice program. The Land Bank received one qualified offer for this property. Ms. Albulena Halimi will purchase the property to use as her primary residence. Ms. Halimi does not have any experience with doing any renovation work. However, the majority of the work will be done by a Anvi Jahiu, who is a contractor by trade.

Based on the Land Bank’s disposition policies, staff recommend sale to Albulena Halimi subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring she occupy the home as her primary residence for five years.

218 Paul Ave. Purchase Offer	
Applicant	Albulena Halimi
Offer	\$24,900
Plan	Renovate to Owner-Occupy

7) 521 Dakin St. – Vacant Single-Family Property

Date Acquired: 10/30/2018	Listed: 11/09/2018
Current List Price: \$34,900	Days on Market: 89 days
Original List Price: \$34,900	Land Bank’s Minimum Renovation Est: \$20,275.00

521 Dakin St. is a Cape Code style home with three bedrooms and one bathroom. The property is located in Salt Springs and is in the Home Ownership Choice program. The Land Bank received one qualified offer for the property. Mr. Hector Rumaldo intends to purchase the property to use as his primary residence. This will be Mr. Rumaldo’s first property. A licensed contractor will complete all of the required renovations. Mr. Rumaldo has provided sufficient proof of funds to purchase and to have all renovations for the project completed.

Based on the Land Bank’s disposition policies, staff recommend sale to Hector Rumaldo subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring he occupy the home as his primary residence for five years.

521 Dakin Ave. Purchase Offer	
Applicant	Hector Rumaldo
Offer	\$35,025
Plan	Renovate to Owner-Occupy

8) 172 Dorwin Ave. – Vacant Single-Family Property

Date Acquired: 10/30/2018	Listed: 11/09/2018
Current List Price: \$34,900	Days on Market: 89 days
Original List Price: \$34,900	Land Bank’s Minimum Renovation Est: \$20,857.00

172 Dorwin Ave is a three-bedroom, one-bath house located in South Valley. This property is in our Home Ownership Choice program and needs major renovations. The Land Bank received one qualified offer for this property. Elizabeth Nies and Danielle Limes-Nies will purchase the property together. Ms. Elizabeth Nies will occupy the property as her primary residence. Ms. Danielle Limes-Nies is her daughter and will be assisting through the process of purchasing the property and supervising the renovations. All required renovations will be done by a licensed contractor. Proof of funds submitted is sufficient to purchase and to complete the required renovation project.

Based on the Land Bank’s disposition policies, staff recommend sale to Elizabeth Nies and Danielle Limes-Nies subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring the home be owner-occupied for five years.

172 Dorwin Ave. Purchase Offer	
Applicant	Elizabeth Nies and Danielle Limes-Nies
Offer	\$34,900
Plan	Renovate to Owner-Occupy

9) 103 Gaynor Ave. – Vacant Single-Family Property

Date Acquired: 11/20/2018	Listed: 12/14/2018
Current List Price: \$34,900	Days on Market: 54 days
Original List Price: \$34,900	Land Bank’s Minimum Renovation Est: \$13,042.00

103 Gaynor is a three-bedroom, two-bath house located in Lyncourt. This property needs minor renovations and is in our Home Ownership Choice program. The Land Bank received two qualified offers to purchase. KM Holdings, LLC is an investor seeking to purchase the property to renovate and re-sell to an owner-occupant. Randall Leppard intends to renovate the property as his primary residence. Mr. Leppard currently lives in Virginia is planning to relocate to Syracuse. Mr. Leppard has experience in construction and will do some work himself. However, a licensed contractor will do the major work.

Based on the Land Bank’s disposition policies, staff recommend sale to Randall Leppard subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring he occupy the home as his primary residence for five years.

103 Gaynor Ave. Purchase Offer		
Applicant	Randall Leppard	KM Holdings, LLC
Offer	\$45,000	\$44,900
Plan	Renovate to Owner-Occupy	Renovate to Sell to Owner-Occupant

10) ½ of 223 W. Matson Ave. – Nonbuildable Vacant Lot

The Land Bank demolished a home here and planned to merge ½ of this lot with 219 Matson, a single-family home that we had on the market and sell the other ½ to a neighboring owner-occupant. We later sold 219 Matson to an owner-occupant thinking that the resub had been completed and that we were selling her 219 and ½ of 223, but I didn’t realize the buyer on the other side was dragging his feet to sign the resub application and it had never gone through. He has now signed and we’re ready to submit the application to the zoning office, but we need authorization to sell the other ½ of 223 Matson to Ms. Alisa Jamison, who purchased 219

Matson Street from us. We are proposing sale for \$1 since the price for 219 was meant to include this property, as well.

½ of 223 Matson Ave. Purchase Offer	
Applicant	Alisa Jamison
Offer	\$1

11) 508 Marquette Street – Buildable Vacant Lot

Date Acquired: 10/20/2015

Dimensions: 40' x 136'

This not-for-profit plans to build a tiny duplex on this site. They have done some outreach to the neighbors, who were receptive to the idea. A Tiny Home for Good has built 11 “tiny homes” providing affordable housing for formerly homeless men. Their properties do pay taxes.

Based on the Land Bank’s disposition policies, staff recommends sale to A Tiny Home for Good, Inc. contingent upon them first obtaining the necessary permits to proceed with their construction plans. This is in a Lakefront zoning district so we want to be sure they aren’t going to run into permitting problems after taking title.

508 Marquette Street Purchase Offer	
Applicant	A Tiny Home for Good, Inc.
Offer	\$1

12) 943-45 Highland Street – Buildable Vacant Lot

Date Acquired: 12/4/13

Dimensions: 71' x 59.5'

They plan to build a tiny tri-plex on this site. The applicant reports that they did door-to-door outreach and that neighbors were glad to hear that something would be built here as it would likely reduce pedestrian cut-through traffic across the lot.

Based on the Land Bank’s disposition policies, staff recommends sale to A Tiny Home for Good, Inc. contingent upon them first obtaining the necessary permits to proceed with their construction plans.

943-45 Highland Street Purchase Offer	
Applicant	A Tiny Home for Good, Inc.
Offer	\$1

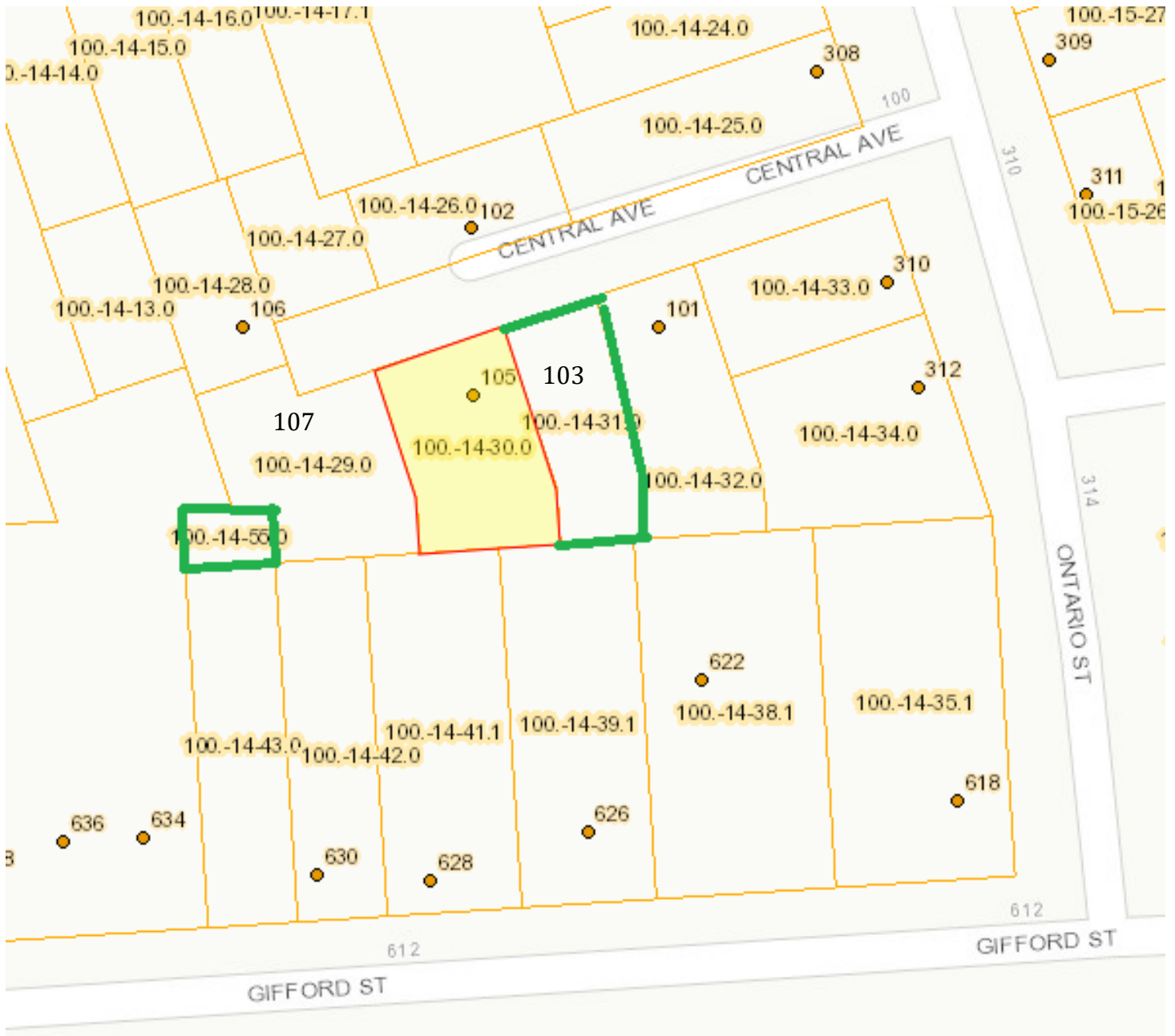
13) 103 Central & 632 Gifford Street Rear – both nonbuildable lots

632 Gifford St Rear acquired 8/26/14; 103 Central acquired 4/23/14

The Land Bank demolished 103 Central in August 2017 using CRI grant funds (mortgage settlement funds). Mr. Suressi owns and lives at 105 Central and already owns a side-lot at 107 Central. He wishes to purchase these two additional lots that are adjacent to his existing properties. Neither parcel is buildable on its own

and we don’t anticipate much demand for new construction on this dead-end block. Based on the Land Bank’s disposition policies we recommend sale to Mr. Suressi contingent upon him merging all four parcels into one.

103 Central and 632 Gifford Street Rear Purchase Offer	
Applicant	Kenny J. Suressi
Offer	\$151



14) 112 Williams Street – Nonbuildable Vacant Lot

Date Acquired: 1/24/19

Dimensions: 34' x 75'

Linda M. Phinney owns and occupies a single-family home at 114 Williams Street. Mr. Hoose owns a bar located at 108 Williams (also known as 106 Williams St) and a vacant lot at 110 Williams that abuts our vacant lot at 112 Williams. They would like to split the lot.

Mr. Williams' bar at 108/106 was foreclosed upon for tax-delinquency in late 2014 and the Land Bank sold it back to him in March 2015. The board determined that there was reason to sell the property back to him, effectively reversing the foreclosure and he is now tax-current. Our disposition policy states that anyone who has been foreclosed upon is considered disqualified, but considering that the board saw fit to undo the foreclosure and he is now tax-current there may be reason to deviate from that policy in this case.

I recommend this lot be split between the two neighboring property owners contingent upon them merging with their adjacent properties.

112 Williams Street Purchase Offer		
Applicant	Linda M. Phinney	Randall Hoose
Offer	\$151	\$976



**CENTER FOR COMMUNITY PROGRESS
PROFESSIONAL SERVICES AGREEMENT**

WITH

GREATER SYRACUSE LAND BANK

**FOR PROVISION OF
CONSULTANT SERVICES**

This consulting agreement ("Agreement") with an effective date of February 1, 2019 by and between the **Center for Community Progress** ("Community Progress") with its principal business office at 111 E. Court St. Suite 2C-1, Flint, MI 48502 and the **Greater Syracuse Land Bank** ("Land Bank") with its principal business office at 431 E. Fayette Street, Suite 375, Syracuse, NY 13202 the provision of consultant services by Community Progress.

In consideration for the promises and mutual covenants set forth below, the parties agree as follows:

1. Services. Community Progress agrees to provide consulting services to the Land Bank as described in the attached **Exhibit A**.

2. Period of Performance. This Agreement will govern the consulting services described in **Exhibit A** and performed by Community Progress between February 1, 2019 and May 31, 2019 including any and all deadlines for delivery of services described in **Exhibit A**. Community Progress and the Land Bank agree that time is of the essence with respect to the performance of services under this Agreement.

3. Best Efforts. Community Progress will ensure that all employees performing services under this Agreement will do so to the best of their abilities, experience and talents, to the reasonable satisfaction of the Land Bank. Community Progress will inform the Land Bank of any event or circumstance which renders Community Progress unable to perform or complete any aspect of the consulting services.

4. Payment. As consideration for the services to be provided by Community Progress under the terms of this Agreement, the Land Bank shall pay Community Progress a total amount not to exceed ten thousand, one hundred and fifty dollars (\$10,150) in accordance with the Budget set forth in **Exhibit B**. Payment will be made upon satisfactory completion of items in **Exhibit A** of this Contract and within 30 days of the Land Bank's receipt of each invoice reflecting hours or fee-based services billed and expenses incurred from Community Progress. Reimbursement for expenses is conditioned upon receipt of copies of all expense receipts.

All invoices should be sent via electronic mail to:

Attention: Katelyn Wright, Executive Director, Greater Syracuse Land Bank,
kwright@syracuselandbank.org

5. Entire Agreement and Severability. This Agreement contains the entire agreement between Community Progress and the Land Bank concerning the subject matter hereof, and supersedes and replaces any previous oral and/or written communication, representation, understandings, or agreements. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such provision will be severed from the remainder of this Agreement and the validity of the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

6. Assignability. No portion of this Agreement may be assigned by Community Progress without prior written permission from the Land Bank.

7. Termination. This Agreement may be terminated at any time by either party providing at least thirty (30) days prior written notice to the other party indicating the effective date of such termination.

8. Notice. Any notice, acceptance or other documents required or permitted hereunder to be given, with the exception of invoices, time reports and expense reports described in Paragraph 4, shall be provided by hand delivery or by prepaid first class mail, certified return receipt requested, addressed and sent to the parties as follows:

If to the Land Bank:

Attention: Katelyn Wright, Executive Director
Greater Syracuse Land Bank
431 E. Fayette Street, Suite 375
Syracuse, NY 13202

If to Community Progress:

Attention: Kim Graziani, VP and Director of National Technical Assistance
Center for Community Progress
1001 Connecticut Ave. NW
Suite 1235
Washington, DC 20036

or such address as either Community Progress or the Land Bank may from time to time appoint by notice in writing to the other party in accordance with this paragraph. Any notice delivered by hand and addressed as above will be deemed to have been delivered on the day of delivery, and any notice mailed by first class prepaid mail and addressed as above will be deemed to have been received four (4) business days after posting; but if at the time of posting or between the time of posting and the fourth (4th) business day thereafter there is a lockout or labor disturbance affecting postal service, then such notice will not be effectively given until actually received.

9. Representations. Nothing in this Agreement shall be construed to mean that Community Progress and the Land Bank are joint venturers or partners, it being

expressly understood and agreed that Community Progress, in performing its obligations under this Agreement, shall be deemed an independent contractor and not the Land Bank agent or employee. Neither Community Progress nor the Land Bank is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Community Progress nor the Land Bank shall be bound by the acts or conduct of the other.

Community Progress certifies that this Agreement will not violate the terms of any other agreement or interfere with any other obligation binding upon Community Progress. Community Progress shall have the right to perform services for others during the term of this Agreement, provided that such performance does not interfere or conflict with Community Progress's performance of services hereunder.

The Land Bank certifies that this Agreement will not violate the terms of any other agreement or obligation binding upon the Land Bank. The Land Bank shall have the right to contract with others to perform services during the term of this Agreement, provided that, to the best of the Land Bank's knowledge, such services will not otherwise duplicate Community Progress' performance of services under this Agreement.

The Land Bank warrants that the undersigned representative of the Land Bank has the full right, power and authority to execute this Agreement on behalf of the Land Bank.

10. Work Product. Ownership of and the right to determine disposition of any copyrightable material first produced or composed in the performance of this Agreement shall remain with Community Progress.

11. Publicity. Community Progress shall be permitted to issue press releases, publications, brochures and promotional materials in connection with performance of this Agreement and all such materials shall name Community Progress and the Land Bank in their respective roles related to the scope of work described in **Exhibit A**.

12. Public Nature of Deliverables. One of the key goals of Community Progress' Technical Assistance is to help locate, improve upon, and share the lessons learned and best practice approaches related to vacancy and abandonment from communities across the country with Community Progress' network, our partners, and the general public. In order to achieve this goal, all written products described and listed in the deliverable section of **Exhibit A**, if any, may be public in nature, may be posted on the Community Progress website, and may be disseminated through various social media platforms managed by Community Progress.

13. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Michigan.

14. Titles. The section titles in this Agreement are for convenience and should not be considered in construing the Agreement.

The parties hereby execute this Agreement on the date indicated below. This Agreement shall be binding on Community Progress and the Land Bank upon execution by both parties.

EXECUTED by:

Akilah Watkins-Butler, President and CEO
Center for Community Progress

Date

Katelyn Wright, Executive Director
Greater Syracuse Land Bank

Date

EXHIBIT A

SCOPE OF CONSULTING SERVICES

Community Progress proposes the following scope of services for a one-day site visit to complete a morning land bank board training and an afternoon stakeholder roundtable. The primary goals of the land bank board training are to: (1) solicit feedback from board members on challenges and opportunities; (2) provide new members with a strong understanding of land bank best practices; (3) explain the national trend of land banks playing a greater role in equitable development and community resiliency; and (4) engage the full board on what it would mean for the Land Bank to make this transition, with a strong focus on racial equity and justice. The primary goals of the stakeholder roundtable are to: (1) gain a better understanding of stakeholder's views of the Land Bank as it relates to strengths, weaknesses, challenges, and opportunities; (2) share national trends and best practices to increase understanding of opportunities; and (3) build stronger commitments among key stakeholders to explore and possibly implement innovative partnerships toward more equitable and inclusive development and outcomes.

The services below will be delivered by Tarik Abdelazim, Associate Director of National Technical Assistance and Kim Graziani, VP and Director of National Technical Assistance.

1. Task #1: Prep and Research (up to 30 hours)

Community Progress will participate in planning calls, conduct online research, and review data, resources, and maps that the Land Bank can gather and provide. Community Progress will work with the Land Bank to finalize agendas for both sessions that reflect a clear understanding of roles, responsibilities, and expectations.

The Land Bank will provide Community Progress a finalized list of attendees/invitees—including job title, organizational affiliation, and contact information—for both the training and roundtable at least four weeks in advance of the one-day site visit. Community Progress will develop an online survey to distribute to board members at least three weeks in advance of the training, and use the findings to help guide some conversations. Similarly, a separate online survey will be developed and circulated to stakeholders at least three weeks in advance of the afternoon roundtable session. Community Progress will develop necessary content and presentations in support of the day's agenda.

Community Progress's ability to customize its content will be largely contingent on what data, research, and maps the Land Bank can provide in advance. The more resources made available that accurately depict historical and current activities and conditions, the more Community Progress can tailor some of the presentation content to the greater Syracuse area.

2. Task #2: Site Visit: Board Training and Stakeholder Roundtable (up to 16 hours)
Community Progress will facilitate, and lead when appropriate, the day-long retreat as mutually agreed upon with the Land Bank during the prep phase. The Land Bank will assume responsibility for note taking and providing a summary of the discussions to Community Progress within five (5) business days of the retreat. All event logistics, such as room reservation and meals, will be the sole responsibility of the Land Bank.

3. Task #3: Post-Retreat Support (up to 4 hours)
Community Progress will prepare, in email form, an informal summary of reflections within five (5) business days of receiving the summary notes of the retreat from the Land Bank. Within ten (10) business days of sending its summary of reflections, Community Progress will participate in a debrief call with the Land Bank to discuss reflections, key takeaways, and provide guidance on next steps.

EXHIBIT B

BUDGET

A corresponding budget for the above services is \$7,100. Please note that the budget **reflects a discounted hourly rate for members of the New York Land Bank Association**. The budget would allow for one invoice, following the satisfactory completion of the tasks outlined above.

Itemized Budget

• Prep and Research , up to 30 hours @ \$150/hr	\$4,500
• Site Visit , 8 hours @ \$150/hour	\$1,200
• Post-Retreat Support , up to 4 hours @ \$150/hr	\$600
• Travel Expenses	\$800
○ Up to 2 hours of travel time @ \$150/hr	
○ Up to \$500 for eligible travel expenses*	
Total:	\$7,100

**Community Progress will seek reimbursement for only those travel expenses (airfare, mileage, accommodations, parking, per diem, etc) that are actually incurred and will provide receipts for all incurred expenses. Mileage and per diem will be based on current federal reimbursement rates.*