GREATER SYRACUSE
LAND BANK

To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd
From: Katelyn Wright
Date: June 15, 2018
Re: Board of Directors Meeting – June 19, 2018

The Greater Syracuse Property Development Corporation will hold a regular meeting of the Board of Directors on **Tuesday, June 19, 2018 at 8:00 A.M.** in the third floor conference room 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
May 15, 2018

V. Executive Summary & Financial Statements

VI. New Business

A. Authorize the Land Bank to contract with the City of Syracuse for 2018-19 funding
B. Authorize the Sale of Multiple Properties
C. Sell 134 W. Kennedy, 138 W. Newell, and 1108 Hawley Ave. to Home HeadQuarters for renovation or redevelopment using AG funding per our co-development agreement
D. Sell half of 663 Gifford and all of 665 Gifford Street to Home HeadQuarters for redevelopment for affordable housing
E. Authorize acquisition of 254-56 W Kennedy St. and 300 School St. from the City of Syracuse
F. Authorize acquisition of 200 Maple and various other nearby properties from the City of Syracuse contingent upon a satisfactory review and inspection by staff

Deconstruction/Architectural Salvage Pilot Project

G. Contract with Onondaga County Dept. of Social Services for $100,000 for a deconstruction pilot program
H. Contract with Hope For Us Housing, Inc. for deconstruction services
I. Authorization to enter into a lease with Christopher Community for warehouse space on Game Road

J. Amend 2015 Funding Contract with Onondaga County
K. Neighbors for Neighborhood Renovations and Sales
L. 215 Tully purchase
M. 215 Tully sale to Good Life Foundation

VII. Discussion

VIII. Adjournment

PLEASE POST **PLEASE POST** **PLEASE POST**

PUBLIC MEETING NOTICE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

HAS SCHEDULED A REGULAR MEETING OF THE BOARD OF DIRECTORS

FOR

8:00 AM Tuesday, June 19, 2018

At

The CNY Philanthropy Center
431 E. Fayette Street
Third floor conference room
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: June 19, 2018

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	Daniel Barnaba, Treasurer	El-Java Williams Abdul-Qadir
____________________	____________________	
James Corbett, Vice Chair	Julie Cerio	

STAFF:

____________________	____________________	____________________
Katelyn E. Wright	Meghan Craner	Lizette Lewis
____________________	____________________	____________________
David Rowe	Chamar Otis	Terri Luckett

GREATER SYRACUSE
LAND BANK

Minutes
Greater Syracuse Property Development Corporation
Regular Meeting of the Board of Directors
8:00 AM Wednesday, May 15, 2018
431 E. Fayette Street, 3rd Floor Conference Room
Syracuse, NY 13202

Board Members Present: Daniel Barnaba, Jim Corbett, El Java Abdul Qadir
Excused: Julie Cerio, Vito Sciscioli
Others Present: John Sidd, Katelyn Wright, Meghan Craner, Terri Luckett, Lizette Lewis, Chamar Otis, David Rowe, Sam Stamps, Hasan Stephens, Rich Puchalski, Hilary Donohue, Sekou Cooke, David Carnie

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I. Call to Order
Jim Corbett called the meeting to order at 8:00 AM.

II. Roll Call
Mr. Corbett noted that Vito Sciscioli and Julie Cerio were excused and all others were present.

III. Proof of Notice
Mr. Corbett noted that public notice of the meeting was properly posted.

IV. Minutes
Ms. Wright presented the board with minutes from the April 17, 2018 board meeting and the May 1, 2018 Personnel Committee meeting. Mr. Barnaba stated that he had not been able to attend the Personnel Committee meeting and since Jim Corbett was the only committee member present who had attended the meeting those minutes should be tabled until both Jim and Julie could vote on them. Mr. Corbett agreed.

Mr. Barnaba moved to accept the minutes from April 17, 2018. El Java Abdul Qadir seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ACCEPT THE MINUTES FROM APRIL 17, 2018.**

V. Executive Summary & Financial Statements

VI. New Business
A. Authorize the Land Bank to make a purchase offer on 215 Tully St
Ms. Wright turned the board's attention to a map showing 215 Tully Street, which is an approximately one-acre site in close proximity to downtown, industrially zoned. She explained that the Land Bank often receives inquiries from people looking for industrially zoned land and that they have found it hard to come by such large industrially zoned parcels in the City. She stated that the property owner had obtained it through a bankruptcy proceeding (he was a creditor in the proceeding), it has been vacant for many years, and the building is badly deteriorated. He had it listed recently for $300,000. She estimates that if the building would have to be demolished for redevelopment the demolition may cost nearly $300,000. She noted that the Land Bank is the only local public authority with the power to form an LLC for the purpose of acquiring an environmentally questionable property like this and so is uniquely positioned to play a role in the redevelopment of this property. Given that it's so difficult to find large industrially zoned parcels like this it appears to be a unique economic development opportunity to get this property under public control so that a good developer can be recruited to the site.

She noted that if the Land Bank offered much less than the owner is asking and if he has an appraisal for a higher amount he could claim the difference as a tax deduction and she'd point that out when making an offer along with pointing out the anticipated costs of demolition.

She explained that this building had come to her attention because the Near Westside Initiative has found the building to be an eyesore and a nuisance for many years and complained about people breaking into the building and causing problems. They want to see the property redeveloped. Brian Anderson, who is an economic development specialist for National Grid (who provides funding for brownfield remediation), used to be the chairman of the Near Westside Initiative board of directors and is also keenly interested in seeing this building redeveloped. Ms. Wright explained that the City received complaints from the NWSI and neighbors and reached out to the Land Bank because it is uniquely positioned to acquire buildings like this given its ability to form subsidiary LLCs.

John Sidd explained that the Land Bank should obtain an updated Phase I and II prior to taking title and that he'd drafted a purchase offer that would give the Land Bank time to conduct this due diligence and the flexibility to terminate the purchase contract for any reason during that due diligence window. Ms. Wright explained that the EPA is willing to provide free technical assistance in the form of an updated Phase I. She stated that she obtained two quotes for a Phase I and II ESA and only one for an asbestos and lead survey, but that the Land Bank's procurement policy does not require competitive bidding for professional services that require special licensure and she further explained that although C&S's price was higher for the Phase I and II it was truly a not to exceed number for the full scope of work needed for a Phase II whereas the other quote excluded essential tasks like drilling and testing. Sam Stamps from C&S answered the board's questions regarding what work they would do on site for a Phase II.

Ms. Wright went on to explain that there was an interested purchaser in attendance who would like to pitch their plan for the building. She explained that the Good Life Foundation is in the preliminary stages of planning their use of the property and raising funds to renovate the building. She argued that whether or not they're able to raise the money to renovate the building, it would still be good for the building to be in public control so that the Land Bank can solicit proposals from other developers to redevelop this block for an economically viable purpose. She suggested that Mr. Stephens from the Good Life Foundation share his plans for the building and that the board wait until the end of the meeting to enter executive session to discuss the strategy they might take to make a purchase offer on the building.

Mr. Stephens and Mr. Sekou Cooke, a local architect and SU Architecture professor, gave a presentation on their plans for the building. They explained that the Good Life Foundation has contracts with the state and Onondaga County to provide youth services and that this building is a unique opportunity for them to work with youth from across the City because it's in an area considered to be neutral territory not controlled by any gangs that might prohibit some youth from visiting them if they were located elsewhere. He explained that their County funded programming had effectively reduced recidivism among youth in the criminal justice system from certain Southside zip codes. Mr. Stephens explained that numerous other nonprofits are interested in leasing space in the building, that the building would also house classroom space, performance space, several youth led entrepreneurial startups, and some live/work units that would generate rental income. There was some discussion of whether the building would be taxable and Ms. Wright noted that the income producing portion of the building would be considered taxable, but she wasn't sure about the rest. Mr. Stephens indicated that they were planning to apply for CFA grants in July for the project. Ms. Wright and the board members asked questions about their overall financing plan for the renovation and financial sustainability for the building going forward and they agreed that they would need a refined renovation budget and pro forma in order to apply for CFA funding and that they'd come back to the board with that pro forma the following month.

Ms. Wright suggested that the board consider whether to make an offer and acquire the property today and at the next months' meeting consider whether to give the Good Life Foundation an option to purchase, giving them the site control they need to apply for CFA funding. Mr. Corbett agreed they should consider it in executive session at the end of the meeting.

B. Authorize the Sale of Multiple Properties

Ms. Wright presented the board with a summary of all the offers received that month. Dan Barnaba moved to authorize the sale of multiple properties. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS IN ATTENDANCE UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE SALE OF MULTIPLE PROPERTIES.**

C. Accept IRS 990 and Char 500

Ms. Wright turned the board's attention to the 990 and CHAR 500 that had been distributed via email in advance of the meeting. She noted that these are based on the audited 2017 financials accepted by the board in March. Dan Barnaba moved to accept the 990 and CHAR 500 and approve of their submittal to the IRS and NYS. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ACCEPT THE 990 AND CHAR 500 AND APPROVE OF THEIR SUBMITTAL TO THE IRS AND NYS.**

D. Accept title to 606 South Ave.

Ms. Wright explained that the Land Bank already owns multiple properties on this block and is in the process of acquiring several adjacent City owned properties. She reminded the board that this is across from the Price Rite grocery store and that Home HeadQuarters, the Southwest Community Center, Jubilee Homes, and the Allyn Family Foundation are working on a plan to redevelop this block. She explained that this property is tax-delinquent but hadn't been included on any lists of properties the Land Bank had already voted to acquire and that it would support continued efforts to assemble a large site for redevelopment on this block. The Land Bank's intent is to assemble and land bank a site here (which it can carry tax-exempt and therefore more cost effectively than any of these partner organizations previously listed) for future redevelopment according to a plan being developed by the groups listed above. Dan Barnaba moved to authorize the Land Bank to acquire 606 South Ave. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO ACQUIRE 606 SOUTH AVE.**

E. Replace Sidewalk at 613 Tallman Street

Ms. Wright explained that the sidewalk at this unusually wide property (106' of frontage) had been condemned by the City and if they don't respond the City will replace it and bill the Land Bank $6,805.50. She went on to explain that earlier in the year she'd issued an RFP for a sq. ft. unit price on sidewalk replacement and received two replies, the lowest being from McConnell Concrete. Most sidewalk replacements fall under $5,000 and don't require board approval and so this is the first one coming to the board this year. At McConnell's quoted $10/sq ft this sidewalk replacement will cost $5,300.

El Java Abdul Qadir moved to authorize the Land Bank to contract with McConnell Concrete for the replacement of the sidewalk at 613 Tallman Street for an amount not to exceed $5,300. Dan Barnaba seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH MCCONNELL CONCRETE FOR THE REPLACEMENT OF THE SIDEWALK AT 613 TALLMAN STREET FOR AN AMOUNT NOT TO EXCEED $5,300.**

F. Procure 113 Byrne septic system replacement

Ms. Wright explained that they had previously listed this house for $29,900, that it otherwise doesn't need much work, but that the fact it has a septic system was scaring away all interested buyers. So the Land Bank hired someone to inspect the septic, who determined that the system needs to be replaced. This entire street is on septic, not sewer, so hooking into the sewer system isn't an option. Since the lot is so small there isn't enough room for a standard sized leach field. The County Health Department requires that a licensed engineer design an acceptable alternative and the Land Bank hired GZA to draft the specs and obtain approval from the health department (for a cost of approximately $1,200). They'd then bid out the job and received multiple responses, summarized in a supplement to their agenda packet handed out this morning. She asked the board for approval to contract with Aalco the Drain Doctor for an amount not to exceed $7,250. Mr. Barnaba asked whether the whole street should be incorporated into the sewer system. Dave Rowe said that neighbors he's spoken to state that it's been voted down several times because the homeowners on that small street would have to bear the cost of installing a pumping station because their street is lower in elevation than S. Salina Street. There was some discussion about the likely sales price. Mr. Otis explained that it had been listed at $29,900 and that it likely wouldn't sell for more than that even with a new septic system.

Dan Barnaba moved to authorize the Land Bank to contract with Aalco the Drain Doctor for the septic system replacement for an amount not to exceed $7,250. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH AALCO THE DRAIN DOCTOR FOR THE SEPTIC SYSTEM REPLACEMENT AT 113 BYRNE PLACE FOR AN AMOUNT NOT TO EXCEED $7,250.**

G. Accept donation of 219 Fitch St

Ms. Wright explained that the Land Bank already owns 211 Fitch Street (a vacant lot) and 213 Fitch Street (a demo candidate). The board previously authorized us to purchase 215 Fitch, another vacant lot, from SURA. The owner of 219 Fitch would like to donate this adjacent property to the Land Bank. She explained that they are working on assembling adjacent clusters of properties so that a project like Housing Visions is developing on Butternut Street might be developed in other areas. She noted that project includes funds for demolitions and if this cluster was to be redeveloped using that same funding the demo candidate at 213 Fitch could be funded that way.

This property contains a house that was recently occupied. He has provided us with an updated abstract of title and the Land Bank would only accept the donation if there are no liens or judgements against the property. El Java Abdul Qadir asked whether the house is a demolition candidate. Ms. Wright said that she doubts it since it was recently occupied, but if it is they could work the demolition cost into the total development cost for the site redevelopment. El Java Abdul Qadir moved to authorize the Land Bank to acquire 219 Fitch Street via donation subject to attorney approval after reviewing title. Dan Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO AUTHORIZE THE LAND BANK TO ACQUIRE 219 FITCH STREET VIA DONATION SUBJECT TO ATTORNEY APPROVAL.**

H. Contract for Periodic Inspections

Ms. Wright explained that back when they outsourced property management they were paying about $20 for each periodic inspection. When they brought property management in house they decided they only had the capacity to check on a random sample of properties each month and planned to rely on lawn mowing contractors to call in other issues as they see each property about ever 2-4 weeks. That didn't work out well and so in the fall the Land Bank hired an independent contractor to complete these inspections for a few dollars each property. They use a smart phone app that shows a map of Land Bank properties, click on the property they wish to inspect, answer a few questions (does it require board up? Does it require debris removal? Brush removal?) and take and attach front/rear photos. The process is quite fast compared to when the Land Bank first started and the management companies took a lot of admin time to report back results and upload photos off of a digital camera. Mr. Corbett asked whether this was previously done by staff in house and Ms. Wright explained they never had the capacity in house to do all properties ever month, but that since they started doing this with an independent contractor last fall the number of code citations on Land Bank properties has dropped off significantly. She notes that they suspended the practice the past few months as each property was being visited for spring cleanup. She indicated that they'd put the work out to bid and received three responses, the lowest being from an individual named Tim Redmond ($2.75 for a house and $2.25 for a lot). She was initially concerned about how low his bid was, but had discussed it with him and is confident he can do the work. If he fails to perform that will be grounds to terminate his contract and put it back out to bid.

El Java Abdul Qadir moved to authorize the Land Bank to contract with Tim Redmond for periodic inspections of Land Bank properties. Dan Barnaba seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH TIM REDMOND FOR PERIODIC INSPECTIONS AT A RATE OF $2.75 per house and $2.25 per lot.**

I. Hire consultant to draft NR nominations for 678 W. Onondaga and 366 W. Onondaga

Ms. Wright explained that National Register listing gives the property owner the option to apply for grants or historic rehabilitation tax credits whereas local listing comes with extensive regulations. She described the condition of 366

W. Onondaga and indicated that any buyer would likely need to utilize the tax credits in order to make a redevelopment budget work for this property. She would like to hire a consultant to get both properties listed in order to attract developers to purchase and redevelop the properties, the availability of the tax credits being likely to lure someone to these properties. She indicated that the Land Bank had solicited proposals from qualified professionals and that she was seeking permission to contract with the lowest bidder, Renaissance Studio, for an amount not to exceed $4,080.

Dan Barnaba moved to authorize the Land Bank to contract with Renaissance Studio for the preparation and submission of two individual National Register nominations for 678 W. Onondaga and 366 W. Onondaga Street for an amount not to exceed $4,080. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH RENAISSANCE STUDIO FOR THE PREPARATION AND SUBMISSION OF TWO INDIVIDUAL NATIONAL REGISTER NOMINATIONS FOR 678 W. ONONDAGA AND 366 W. ONONDAGA STREET FOR AN AMOUNT NOT TO EXCEED $4,080.**

J. County Properties

Ms. Wright directed the board's attention to a table in the executive summary showing combined income and expenses for all three properties and summarized her rationale for renovating 53 Curtis, recommendation that 12 Lawrence be demolished, and that 209 Richfield be sold as-is. There was some discussion about the plan and consensus reached that this was the most cost effective course of action that would best utilize the funds the County allocated for these projects.

Dan Barnaba moved to authorize the Land Bank to contract with the lowest qualified bidder, Morris Construction, to renovate 53 Curtis for an amount not to exceed $76,444 and giving the executive director discretion to approve up to 10% in change orders. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH MORRIS CONSTRUCTION FOR THE RENOVATION OF 53 CURTIS AVE IN BALDWINSVILLE.**

Dan Barnaba moved to authorize the Land Bank to contract with the lowest qualified bidder, Crisafulli Trucking, to demolish 12 Lawrence Street in Jordan, for an amount not to exceed $15,175. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY AUTHORIZED THE LAND BANK TO CONTRACT WITH CRISAFULLI TRUCKING TO DEMOLISH 12 LAWRENCE STREET IN THE VILLAGE OF JORDAN.**

K. Enter into a lease with InterFaith Works of Central New York for 813 Park Street

Ms. Wright turned the board's attention to a supplemental handout outlining the proposed lease terms. She explained that their staff have been working with InterFaith Works to find a house that the organization might renovate and manage for two purposes. Firstly, single-men who are relocated to Syracuse as refugees often have a hard time finding affordable housing on their own. They would renovate the upper unit to provide a long-term rental option for 3-4 single men. In addition, they often don't get much advance notice of a refugee or family of refugees coming to Syracuse that will need their assistance. It's difficult to find permanent housing for large families and they often have to put them up temporarily in a hotel while they find them a decent apartment to move into. The lower floor would be used for temporary housing when families first arrive and would be renovated to be handicapped accessible. InterFaith Works has raised a considerable amount of pledged donations, both of cash and in-kind services, to complete the renovation, but their operating budget is very tight and they'd like to lease it from the Land Bank for the first year. This would preserve the property's tax-exempt status. They'd have the option to purchase for $1 (having invested heavily in the property's renovation) at any point during that one year lease. Ms. Wright suggested they get an option to renew for up to five years and that the price of the lease be equal to the Land Bank's cost of carrying the property. In addition the Land Bank would perform some maintenance services – lawn mowing, minor repairs, debris removal when needed – and bill InterFaith Works for time and material for those services. El Java Abdul Qadir moved to authorize the Land Bank to enter into a lease with InterFaith Works per the term outlined.

Mr. Barnaba suggested that he'd rather not get into such a long term commitment. He suggested that if both parties wanted to renew at the end of year 1 they could opt to extend the lease, but that he'd rather not give InterFaith Works the sole decision of whether to renew. Ms. Wright confirmed that the lease could be amended to just include one year with the option to purchase at any point during that term after the renovations are completed. El Java Abdul Qadir moved to authorize the Land Bank to enter into a lease with InterFaith Works as amended. Dan Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO ENTER INTO A LEASE WITH INTERFAITH WORKS FOR 813 PARK STREET PER TERMS AS AMENDED.**

L. 215 Tully Street

Jim Corbett moved to enter executive session for the purpose of discussing the proposed acquisition of real property because publicity would substantially affect the value thereof. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ENTER EXECUTIVE SESSION AT 9:49 AM.**
After some discussion Jim Corbett moved to authorize the executive director to make a purchase offer and negotiate on the Land Bank's behalf to purchase 215 Tully Street for no more than $50,000, including a period of time for due diligence to determine whether environmental conditions would preclude them from closing. Dan Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO MAKE A PURCHASE OFFER AND NEGOTIATE ON THE LAND BANK'S BEHALF TO PURCHASE 215 TULLY STREET FOR NO MORE THAN $50,000.**

Jim Corbett moved to leave executive session and reopen regular session. El Java Abdul Qadir seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO LEAVE EXECUTIVE SESSION AND REOPEN REGULAR SESSION AT 10:15 AM.**

Dan Barnaba moved to authorize the Land Bank to contract with C&S Engineers for a Phase II Environmental Analysis and HSE Consulting for an ACM and Lead survey, contingent upon the Land Bank entering into a contract to purchase 215 Tully Street. Jim Corbett seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH C&S ENGINEERS FOR A PHASE II ENVIRONMENTAL ANALYSIS AND HSE CONSULTING FOR AN ACM AND LEAD SURVEY.**

VII. Adjournment

Dan Barnaba moved to adjourn. **ALL BOARD MEMBERS UNANIMOUSLY VOTED TO ADJOURN AT 10:16 AM.**

GREATER SYRACUSE
LAND BANK

Executive Summary
June 19, 2018 Board of Directors Agenda

I. Executive Summary & Financial Statements

Attached please find financial statements through the end of April.

II. New Business

A. Authorize the Land Bank to contract with the City of Syracuse for 2018-19 funding

Draft contract is attached. We expect this to be on the Common Council's July 9 agenda and for there to be a committee meeting held prior to their July 9 vote. If substantial changes are made we will likely have to bring this back for the Land Bank board to vote on again in July.

This proposed contract restricts $500,000 to demolitions and requires that the Land Bank match that 1:1. Two additional mortgage settlements were announced by the AGs office in recent months, which will make up to $40 million available for land banks across NYS. We anticipate a Request for Applications will be released in July or August for those funds and we'll apply again for a significant amount of demolition funding. We anticipate those funds will be released in January 2019 and we can spend $500,000 on demolitions in the first two quarters of next year in order to satisfy that match requirement without having to draw the $500,000 from our own fund reserves. The other $250,000 is restricted to property maintenance and we'll easily meet that requirement spending it on lawn mowing and debris removal.

B. Authorize the Sale of Multiple Properties

Please see p.32 of the packet for a summary of offers received.

C. Sell 134 W. Kennedy, 138 W. Newell, and 1108 Hawley Ave. to Home HeadQuarters for renovation or redevelopment using AG funding per our co-development agreement

Per the terms of our co-development agreement with Home HeadQuarters for Round 3 AG renovations/new construction we will convey these properties to HHQ at cost and use AG funding granted to the Land Bank to subside their redevelopment. Upon closing, the Land Bank earns a percent of the developers' fee.

D. Sell half of 663 Gifford and all of 665 Gifford Street to Home HeadQuarters for redevelopment for affordable housing

The Land Bank has already agree to sell 665 Gifford to HHQ at cost for redevelopment using a state grant awarded to HHQ. We were recently able to acquire 663 Gifford, a vacant lot, from the City of Syracuse. The Land Bank also owns a demolition candidate at 661 Gifford. HHQ has decided they would rather demolish 665 and build new rather than renovate. All three lots are only 33' wide. The City is willing to demolish both 661 and 665 Gifford and our new plan is to split 663 between the two neighboring parcels creating two 49.5' wide building lots. HHQ has secured funding to redevelop 665 now and we'll work with them to find funding to build new on 661 at a later date. We are seeking the board's authorization to convey 665 Gifford Street and ½ of 663 Gifford Street to HHQ at cost.

E. Authorize acquisition of 254-56 W. Kennedy Street and 300 School Street from the City of Syracuse

We'd initially rejected both of these properties thinking they were likely demolition candidates. The City's Department of Neighborhood & Business Development asked us to reconsider both. The City has invested a significant amount of funding into new construction and housing renovation on the 100 and 200 blocks of W. Kennedy Street in recent years and would like to see the Land Bank at least gain site control of this house. They are hoping it will turn out to be a renovation candidate (likely with further subsidy), but if not we expect they will eventually find a way to financially support the demolition. 300 School Street is a three-family house that had a fire and currently has squatters living in it. They understand we may not be able to demolish in the immediate future, but at least it would be owned by a local, responsible party, we would secure the building, and file a trespass affidavit with the Police Department, cutting down on nuisance behavior that is diminishing the neighbors' quality of life.

F. Authorize acquisition of 200 Maple St., 111 S. Beech St., 1425 E. Water Street, and a piece of City-owned right of way known as 031.-08-2.0 from the City of Syracuse contingent upon a satisfactory review and inspection by staff

The Land Bank previously rejected 200 Maple Street citing possible presence of unknown environmental hazards given its industrial past and unknown structural condition fearing that if even a portion of the building requires demolition it would pose a significant expense given the size of the building (over 48,000 sq. ft. per assessment records). The Land Bank and the City have been approached by numerous developers interested in turning the property into apartments. It was designed by a famous Syracuse architect and may be able to utilize historic rehabilitation tax credits in for its renovation. The City asked us to reconsider and we stated that we might if we could inspect the interior of the building and determine that it doesn't pose a significant environmental or demolition risk. The City is seeking an inspection warrant to grant us access to the building's interior. If we were to take title to 200 Maple we would also want the three parcels across the street (all steeply sloped vacant land) that we expect a developer would re-grade to use for parking. We would also want to take title to all four parcels in a subsidiary LLC formed in compliance with the Land Bank Act to protect the Land Bank in the event that we take title, issue an RFP, and find that no developers are interested in acquiring the building after being able to tour it. I am seeking out an environmental consultant and an engineering consultant to accompany me on this inspection to advise us on these issues.

We are seeking the following resolution from the board:

> *The GSPDC is hereby authorized to acquire 200 Maple St., 111 S. Beech St., 1425 E. Water Street, and a piece of City-owned right of way known as 031.-08-2.0 from the City of Syracuse for $151 each subject to the completion of a satisfactory inspection of the property by the Executive Director. In the event the Executive Director determines the inspection of the property to be satisfactory, the GSPDC is hereby further authorized to form a subsidiary in compliance with the Land Bank Act for the purpose of taking title to the above listed properties.*

Deconstruction/Architectural Salvage Pilot Project

Onondaga County included $100,000 in their 2018 budget for a deconstruction pilot program. We have been doing the research and bid solicitation to put said program together. The funds were included in the DSS budget and are meant to support workforce development as well as deconstruction. Whatever contractor we hire must hire JobsPlus! clients, who they will train, to train to complete the deconstruction work. In addition to the hourly rate we pay for these services, JobsPlus! will reimburse the contractor 50% of the JobsPlus! clients' wages. JobsPlus! is a program designed to provide job skills training opportunities to get people off of public assistance. These three agenda items each require a board vote, but are all pieces of this deconstruction/architectural salvage program.

G. Contract with Onondaga County Dept. of Social Services for $100,000 for a deconstruction pilot program

We are seeking the board's approval to contract with Onondaga County DSS for $100,000. This funding will be used to 1) hire a deconstruction contractor to conduct architectural salvage at Land Bank properties destined for demolition. We will also fund a one-month classroom training for the JobsPlus! clients that this contractor hires prior to them starting work in the field. 2) We will also pay an architect to pre-inspect these houses and develop an inventory of items to be salvaged from each home. 3) If the salvage will disturb materials that may contain asbestos we must test first. If the results come back "hot" we'll opt not to salvage those items so as not to disturb the asbestos rather than go to the expense of abating the asbestos. 4) This will cover the cost of renting warehouse space from Christopher Community to store the salvaged materials. We'll open this up as a 'pop up shop' several times each month and encourage people buying Land Bank houses to shop there for materials. We'll advertise what's available online in order to generate customer traffic. 5) It will also cover purchase of materials needed to store or process the salvaged items. Note: If a retail shop like this does not work, we can sell these materials on consignment through Significant Elements Architectural Salvage in Ithaca, but we will still need a space to warehouse the material before they pick it up.

I expect myself, Dave Rowe, and Meghan Craner will also spend staff time managing this program, but in an effort to stretch these funds as far as possible and create as many new job-training opportunities as possible, we are not billing the County contract for that time.

H. Contract with Hope For Us Housing, Inc. for deconstruction services

The Land Bank issued a Request for Proposals for deconstruction services. Four contractors attended a pre-bid meeting. Only one contractor, Hope for Us Housing, Inc., submitted a proposal. Hope for Us Housing, Inc. does have experience with deconstruction and with providing workforce development training. They will be responsible for hiring and training JobsPlus! clients, their crew of several supervisors on their staff and JobsPlus! clients they employ will perform deconstruction services at each house, and they will transport the salvaged items to the Land Bank's warehouse facility. I am still ironing out some details between this vendor and JobsPlus, but the bulk of the $100,000 from the County will fund their deconstruction training and labor. I will have a precise budget finalized and sent out Monday.

I. Authorization to enter into a lease with Christopher Community for warehouse space on Game Road

Christopher Community recently relocated their property maintenance warehouse to 120 Game Road. They also lease space to Catholic Charities (they keep furniture and repair supplies for housing units where they house resettled refugees). Christopher Community has offered to lease 1,500-1,750 sq. ft. to the Land Bank including utilities and common space for $2.50/sq.ft./year. They will provide pallet racking and pallets for larger items and shelving for smaller parts. Each tenant's section will be separated by chain link fencing and padlocked.

In addition to providing us with space to store architectural salvage items and hold a 'pop up shop,' this would give us space to store supplies and materials. We currently store plywood, paint, and occasionally spare parts such as working water heaters that we might need for occupied units in South Presbyterian Church, a property which we need to dispose of.

We are seeking the board's authorization to enter into a lease with Christopher Community for an amount not to exceed $4,375/year. The first year would be covered by the deconstruction funding coming from the County.

J. Amend 2015 Funding Contract with Onondaga County

Our 2015 contract with the County included $200,000 for the purchase of vacant, bank-owned properties meant to mitigate negative effects the mortgage foreclosure crisis. We've found very few banks willing to sell properties and have only been able to spend $60,000 of these funds. We've asked the County Legislature to consider letting those funds be used for any property that's been recently foreclosed upon by a bank, but may now be listed for sale by a third party. The relevant page from our 2015 contract and the proposed amendment are included at the end of this agenda packet.

Neighbors for Neighborhoods

The following properties will be Neighbors for Neighborhood renovations. Bids are due at 5:00 PM on June 15, after which we need to ensure that the bids received fit within the budget allowed by this grant program, calculate the allowable sales price, and ensure our interested buyers still want to move forward. We will be able to distribute more information to the board on Monday.

K. Contract for renovation of 129 Wood Ave
L. Authorize sale of 129 Wood Ave
M. Contract for renovation of 304 W. Beard Ave.
N. Authorize sale of 304 W. Beard Ave.

Greater Syracuse Property Development Corporation
Balance Sheet
As of April 30, 2018

	Apr 30, 18	Apr 30, 17
ASSETS		
Current Assets		
Checking/Savings		
10000 · Checking	4,459,060.59	4,059,496.58
Total Checking/Savings	4,459,060.59	4,059,496.58
Accounts Receivable		
11001 · Accounts Receivable	-7,263.20	3.00
Total Accounts Receivable	-7,263.20	3.00
Other Current Assets		
12001 · Undeposited Funds	9,503.72	18,222.11
12100 · Contract Receivable		
12101 · 2017 AG Demo Contract Rec.	600,000.00	1,500,000.00
12103 · N4N Contract Rec.	244,091.00	0.00
12100 · Contract Receivable - Other	0.00	854,333.34
Total 12100 · Contract Receivable	844,091.00	2,354,333.34
12200 · Reimbursement Receivable	161.41	2,379.65
12500 · Prepaid Insurance	37,720.21	47,988.15
12900 · Prepaid Expense	4,488.49	27,505.00
Total Other Current Assets	895,964.83	2,450,428.25
Total Current Assets	5,347,762.22	6,509,927.83
Fixed Assets		
14000 · Computer	13,399.86	9,558.36
15000 · Furniture and Equipment	6,381.08	6,381.08
16000 · Software and Website	13,050.00	10,350.00
17000 · Accumulated Depreciation	-22,076.80	-18,173.16
Total Fixed Assets	10,754.14	8,116.28
Other Assets		
18000 · Cost of Properties Held	716,164.97	606,011.96
Total Other Assets	716,164.97	606,011.96
TOTAL ASSETS	**6,074,681.33**	**7,124,056.07**

Greater Syracuse Property Development Corporation
Balance Sheet
As of April 30, 2018

	Apr 30, 18	Apr 30, 17
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	63,188.13	230,214.98
Total Accounts Payable	63,188.13	230,214.98
Credit Cards		
20001 · M&T Visa Community Card	3,959.00	1,867.84
Total Credit Cards	3,959.00	1,867.84
Other Current Liabilities		
20500 · Down Payment on Property Sale	28,420.38	15,651.00
21000 · 401(k) Payable	1,229.10	1,254.84
22000 · Accrued Expenses	48,903.17	43,999.10
Total Other Current Liabilities	78,552.65	60,904.94
Total Current Liabilities	145,699.78	292,987.76
Long Term Liabilities		
27200 · Other Liabilities	600.00	0.00
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	4,328.92
28006 · County Bank Purchase	139,663.91	160,105.76
28008 · AG Purch/Rehab '15	0.00	310,000.00
28009 · AG Side Lots '15	8.20	27,720.02
28011 · AG Demo '17	26,872.51	1,361,200.00
28012 · County 2017	126,499.59	0.00
28013 · Neighbors for Neighbors '17-'18	325,526.93	-5,732.00
28014 · AG Rehab '17	600,000.00	100,000.00
29000 · Americorps Grant	3,520.35	20,927.07
Total 28000 · Deferred Grant Inflow	1,389,001.66	2,145,459.94
Total Long Term Liabilities	1,389,601.66	2,145,459.94
Total Liabilities	1,535,301.44	2,438,447.70
Equity		
32000 · Unrestricted Net Assets	4,752,792.14	4,950,411.82
Net Income	-213,412.25	-264,803.45
Total Equity	4,539,379.89	4,685,608.37
TOTAL LIABILITIES & EQUITY	**6,074,681.33**	**7,124,056.07**

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

	Apr 18	Jan - Apr 18
Ordinary Income/Expense		
Income		
40000 · Government Grants		
40040 · Onondaga County	15,550.00	27,438.20
40060 · NY Attorney General	73.96	167,234.22
Total 40000 · Government Grants	15,623.96	194,672.42
40090 · Neighbors for Neighbors Income	162.06	54,974.62
40950 · Community Donated Funds	400.00	400.00
41000 · Donated Property	0.00	118,500.00
42000 · REO Donated Funds	0.00	21,100.00
48000 · Side Lot Application Income	25.00	200.00
49000 · Rental Income	4,302.00	16,602.00
49500 · Sale of Property	80,405.00	454,891.00
Total Income	100,918.02	861,340.04
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	0.00	47,626.75
50015 · Donated Property Value	0.00	118,500.00
50020 · Recording Fees	0.00	40.00
50040 · Board-Up	0.00	877.52
50050 · Debris Removal - Initial	13,256.64	70,944.22
50100 · Stabilization	18,945.00	37,837.53
50115 · Environ. Assess. Inventorial	0.00	5,010.00
50170 · Architectural Prof. Services	3,002.50	3,952.50
50180 · Land Survey Prof. Services	3,000.00	5,875.00
50200 · Property Appraisal	0.00	1,750.00
50999 · Spec Reclass to/from Inventory	18,789.80	88,842.44
Total 500VI · Vacant COS Inventorial	56,993.94	381,255.96
500PC · Periodic COS		
50025 · Property Materials and Supplies	1,475.40	1,643.80
50029 · General Inspections	0.00	5,471.00
50051 · Debris Removal - Periodic	34,807.13	56,758.97
50070 · Lawn Maintenance	5,245.50	13,720.50
50080 · Snow Removal	0.00	73,414.00
50110 · Demolition/Deconstruction	3,000.00	123,720.50
50111 · Renovation Expensed	0.00	53,862.30
50120 · Permits/Fees	0.00	50.00
50130 · Utilities	496.13	5,124.79
50190 · Evictions	25.00	1,954.84
50205 · Legal & Closing Costs	0.00	10,657.40
50220 · Brokerage - Sale	500.00	3,500.00
53010 · Property Purchase Cost	0.00	302.00
53100 · Stabilization	0.00	4,077.08
53170 · Architectural Prof. Services	1,200.00	1,200.00
53200 · Property Appraisal	0.00	450.00
Total 500PC · Periodic COS	46,749.16	355,907.18
Total 50000 · Cost of Sales	103,743.10	737,163.14
Total COGS	103,743.10	737,163.14
Gross Profit	-2,825.08	124,176.90

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

	Apr 18	Jan - Apr 18
Expense		
60000 · Accounting Fees	6,580.00	31,120.00
60100 · Automobile	696.96	2,212.02
60200 · Depreciation	411.81	1,554.05
60300 · Legal Fees	3,996.20	14,816.20
60400 · Office Expense	3,021.81	10,119.10
60500 · Payroll		
60510 · Salary	27,751.66	112,577.48
60520 · Payroll Taxes	1,395.75	9,395.82
60530 · Employee Health Insurance	3,652.89	14,598.62
60540 · Employer 401(k) Match	933.20	5,216.83
60550 · Payroll Processing Fees	367.51	1,023.96
Total 60500 · Payroll	34,101.01	142,812.71
60600 · Professional Services	0.00	12,380.00
60602 · Relocation Assistance Expense	3,488.30	16,767.26
60603 · Special Assessments Expense	-404.73	2,342.36
60700 · Insurance		
60701 · Property	162.06	648.22
60702 · Liability	13,220.24	52,444.45
60700 · Insurance - Other	7,319.02	29,271.51
Total 60700 · Insurance	20,701.32	82,364.18
60800 · Telephone	208.30	830.65
60900 · Travel	1,209.43	1,682.46
60905 · Conference/Meeting	600.00	600.00
61000 · Bank Service Charge	35.00	35.00
61200 · License and Fees	459.99	2,549.96
61300 · Events & Marketing	2,812.50	8,754.83
61400 · Rent Expense	2,133.45	8,408.31
Total Expense	80,051.35	339,349.09
Net Ordinary Income	-82,876.43	-215,172.19
Other Income/Expense		
Other Income		
70200 · Salvage Income	0.00	125.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	0.00	785.00
71000 · Reimbursement Income - Other	0.00	349.94
Total 71000 · Reimbursement Income	0.00	1,134.94
72000 · Forfeited Down Payment on Sale	0.00	500.00
Total Other Income	0.00	1,759.94
Net Other Income	0.00	1,759.94
Net Income	**-82,876.43**	**-213,412.25**

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened in public session at the offices of the GSPDC located at 431 East Fayette Street, Suite 375, Syracuse, New York 13202 on June 19, 2018 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
Daniel Barnaba, Treasurer
Jim Corbett, Vice-Chair
Julie Cerio, Secretary
El Java Abdul Qadir, Director

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn Wright	Executive Director
John P. Sidd, Esq.	GSPDC Counsel

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

Resolution No.: 14 of 2018

RESOLUTION AUTHORIZING GSPDC TO ENTER INTO A CERTAIN FUNDING AGREEMENT WITH THE CITY OF SYARCUSE

WHEREAS, New York Not-For-Profit Corporation Law §1610(a) authorizes GSPDC to receive funding through grants and loans from certain sources including other municipalities;

WHEREAS, the Bylaws of GSPDC permit the Board to authorize any officer or agent to enter into any contract or execute and deliver any document in the name of and on behalf of GSPDC;

WHEREAS, the City of Syracuse (the "City") and GSPDC desire to enter into a certain Funding Agreement, in substantially the form attached hereto as Schedule A, and as otherwise in form and content agreeable to their respective counsel, (the "Agreement"); and

WHEREAS, under the material terms of the Agreement, the City will provide up to seven-hundred and fifty thousand dollars ($750,000.00) to GSPDC during the fiscal year 2018-2019.

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 Chairman is hereby authorized, on behalf of GSPDC, to execute and deliver the Agreement, in form and content agreeable to counsel and the Chairman, with such changes, variations, omissions and insertions thereto as the Chairman shall approve, the execution thereof by the Chairman to constitute conclusive evidence of such approval.

Section 3. The Chairman of GSPDC is hereby authorized and directed to execute all documents on behalf of 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.

Section 4. The other officers, employees and agents of GSPDC are hereby authorized and directed for and in the name and on behalf of GSPDC to do all acts and things required or provided for by the provisions of the Agreement and to execute and deliver all such additional 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 and to cause compliance by GSPDC with all of the terms, covenants and provisions of the Agreement binding upon GSPDC.

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	___
Daniel Barnaba	VOTING	___
El Java Abdul Qadir	VOTING	___
James Corbett	VOTING	___
Julie Cerio	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 "Agency"), 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 June 19, 2018 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 June, 2018.

____
Julie Cerio, Secretary

FUNDING AGREEMENT BETWEEN THE

CITY OF SYRACUSE

AND THE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

THIS AGREEMENT, entered this ______ day of ____________, 2018 by and between the City of Syracuse (herein called the "City") and the Greater Syracuse Property Development Corporation, a not-for-profit corporation with offices at 431 East Fayette Street, Suite 300, Syracuse, New York (herein called the "GSPDC").

WHEREAS, the City desires to assist in the funding of the operations of GSPDC pursuant to Not-For Profit Corporation Law § 1610 (a) for City fiscal year 2018-19 and the Charter of the City of Syracuse 1960, as amended; and

WHEREAS, the GSPDC wishes to accept and utilize the funds from the City pursuant to the terms of this Agreement; and

WHEREAS, this Agreement has been authorized by, and is subject to the requirements of Ordinance No. ____ of 2018, which was adopted by the City of Syracuse Common Council on June ___, 2018 and approved by Mayor Ben Walsh on June ____, 2018; and

WHEREAS, this Agreement has been authorized by GSPDC Resolution No ___ of 2018, adopted by the Board of GSPDC on June ___, 2018;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. <u>FUNDING</u>

The City agrees to provide up to seven hundred and fifty thousand dollars ($750,000.00) (hereinafter the "Funding") to GSPDC.

A. <u>Disbursements</u> – the City will provide the Funding to GSPDC in two disbursements. Disbursements shall be made upon receipt of the required quarterly reports described in Article II, Section 5 as follows:

   1. Three-Hundred Seventy-Five Thousand and 00/100 dollars ($375,000.00) on August 1, 2018; and

   2. Three-Hundred Seventy-Five and 00/100 dollars ($375,000.00) on March 1, 2019.

ARTICLE II. PERFORMANCE BY GSPDC

As consideration for this Agreement and the Funding to be provided thereto, the GSPDC agrees to perform as follows:

Acceptance of Property – GSPDC acknowledges that the City will offer to sell numerous parcels of real property to GSPDC for an amount equal to one dollar ($1.00) per property during the 2018-19 City fiscal year. GSPDC will reimburse the City for title fee expenses and legal expenses incurred for each property and other closing costs. The GSPDC shall be responsible for the payment of all recording fees to the Onondaga County Clerk.

1. GSPDC agrees to accept as many of said parcels not otherwise excluded under the provisions of II (2) as the Board of GSPDC determines as being fiscally prudent for GSPDC to accept. In addition, GSPDC agrees to accept no fewer than 250 properties throughout the 2018-19 City fiscal year as long as the City authorizes the sale of at least that number of properties to the GSPDC during said fiscal year.

2. GSPDC will accept a mix of properties, including vacant land, vacant structures, and occupied structures, subject to what is made available by the City of Syracuse.

3. GSPDC may reject any Property, upon a provision of sufficient documentation evidencing the basis for rejection to the City of Syracuse, for one or more of the following reasons:
    a. The property has uncured defects in title; or
    b. The property constitutes an immediate danger or public hazard; or
    c. The property contains environmental hazards which would require the GSPDC to perform environmental remediation prior to re-sale (this subsection shall not be read as to apply to lead based paint or to soil that may be contaminated as a result of lead based paint, or to asbestos located in one or two family residential structures); or
    d. Other parcels that the GSPDC deems inappropriate for acquisition for documented reasons agreed upon by the City and the GSPDC.

    In the event GSPDC rejects a property for one or more of the foregoing reasons, GSPDC shall transmit a notice to the Department of Neighborhood and Business Development and the Syracuse-Onondaga County Planning Agency outlining the reason the property has been rejected within ten (10) days of the determination to reject.

4. Use of Funding - GSPDC agrees to use the Funding only for those purposes permitted by law and in furtherance of the GSPDC's mission statement and in accordance with its adopted policies and procedures.

    Further, the GSPDC agrees to place a priority on leveraging City funds to advance the following objectives:
    a. Create a mix of (owner-occupied) home ownership and rental housing opportunities;
    b. Support rehabilitation financing for investor-owners purchasing GSPDC properties through loan guarantees and other innovative programs;
    c. Perform property demolition and/or deconstruction, where warranted, using no less than $500,000 of funding activity, to be matched by $500,000 in match funds from GSPDC general fund, resulting in the removal of a minimum of forty-five (45) blighted structures selected in concert with City staff; and

d. The remaining $250,000 of funding to be used for ongoing property maintenance and keeping buildings secure.
e. Ensure that all existing occupants of property acquired by the GSPDC from the city of Syracuse in which properties are deemed necessary to vacate, be availed the services of professional relocation agents and allotted a reasonable time frame from the determination date to vacate the property to facilitate successful relocation into suitable alternate housing.

5. GSPDC shall provide the Department of Neighborhood and Business Development with quarterly reports within 10 days of the end of each fiscal quarter containing lists of all properties transferred to GSPDC and indicates the following: those properties slated for demolition/deconstruction; those demolished/deconstructed; those sold to new owners and the disposition strategy for each; those under an enforcement mortgage and the deadline for completion; those where work has been completed and enforcement mortgage has been discharged. The City reserves the right to request additional information evidencing the status of any Property transferred to GSPDC.

6. GSPDC shall provide the Common Council with an annual written report in the form of a business and fiscal plan that details the organization's short- and long-term goals and year-to-date progress on reaching these goals within 30 days of this contract years' end. This document should be made available to all Common Councilors two weeks in advance of the Committee meeting when the annual written report is discussed publicly.

7. GSPDC shall establish a goal to transfer title of at least 200 properties with a majority to qualified owner-occupied buyers and shall establish a policy and procedure for conveying properties to qualified not-for-profit affordable housing developers for owner-occupied buyers to ensure the creation of sustainable affordable housing that meets specified quality standards.

8. GSPDC will work to develop innovative vacant lot acquisition strategies for long-range neighborhood and community benefits, such as assembling vacant land for the purpose of encouraging new housing and commercial development, in collaboration with the City and neighborhood stakeholders.

9. The GSPDC Board of Directors and the Citizens Advisory Board will review the criteria used in reviewing and approving property sales to ensure that the criteria will encourage the sale of properties in inventory.

10. GSPDC will aggressively market and offer ten (10) properties utilizing an established incentive program for qualified owner occupied buyers to City, fire, police, school district employees, other city residents who work in the city.

ARTICLE III. NOTICES

All written communications or notices required to be sent pursuant to this Agreement shall be sent by certified or registered first class mail, or by overnight courier, to the parties as follows:

To the City at:
City of Syracuse
Office of the Mayor
Attn: Mayor
233 E. Washington Street
Syracuse, NY 13202

With Copy to:
City of Syracuse
Department of Law
Attn: Corporation Counsel
233 E. Washington Street
Syracuse, NY 13202

To the GSPDC at:
Greater Syracuse Property Development Corporation
Attn: Chair
431 East Fayette Street, Suite 300
Syracuse, NY 13202

With Copy to:
Menter, Rudin & Trivelpiece, P.C.
308 Maltbie Street, Suite 200
Syracuse, NY 13204-1498

ARTICLE IV. GENERAL CONDITIONS

A. General Compliance

The GSPDC will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the Funding provided under this Agreement.

B. Laws and Ordinances Relating to Real Property

The GSPDC shall comply with all applicable Federal and State Laws, Local Laws, Rules, Regulations, Ordinances, and Resolutions related to or regarding the obligations of owners of real property or sellers of real property including, but not limited to, those relating to renovation, rehabilitation, demolition, property maintenance, environmental laws, lead paint abatement, flood plain and lead paint disclosures, and historic preservation.

C. New York State Law

The parties agree that by signing this Agreement they knowingly and willingly waive the presumption under New York State Law that this Agreement be construed against the drafter.

D. Prior Agreements

This Agreement shall supersede any previous agreement between the parties regarding these matters insofar as there are any conflicting terms or provisions.

E. Survivability of Certain Provisions

Any provisions related to, or regarding, the expenditure of the Funding shall survive the termination of this Agreement until such time as all of the Funding disbursed pursuant to this Agreement has been expended.

F. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GSPDC shall at all times remain an independent contractor with respect to any terms, conditions or performances required under this Agreement.

G. Hold Harmless

The GSPDC shall hold harmless and defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GSPDC's actions, inaction, performance or failure to perform as related to this Agreement, and to any activities of GSPDC funded in whole or in part by the Funding. .

H. Workers' Compensation

The GSPDC shall provide Workers' Compensation Insurance coverage as may be required by law for all employees employed by GSPDC during the term of this agreement.

I. Insurance

The GSPDC shall carry general liability insurance coverage in an amount of not less than one million dollars per claim during the term of this Agreement. A copy of the insurance binder shall be forwarded to the City.

J. Amendments

GSPDC and City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body.

K. Prohibited Activities

The GSPDC is prohibited from using the Funding provided herein or personnel employed in whole or in part with the use of the Funding for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

L. Assignability

The GSPDC shall not pledge, assign or transfer any interest in this Agreement or the Funding without the prior written consent of the Mayor of the City.

M. Conflicts of Interest

1. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the Funding, or any other person who exercises any functions or responsibilities in connection with the Funding shall have any personal financial interest, direct or indirect in this Agreement; and the City shall take appropriate steps to assure compliance.

1. The City and the GSPDC agree and stipulate that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law, is interested in, or will derive income from, or is a party to, this Agreement.

N. Displaced Persons

1. GSPDC shall develop an internal policy with regards to the handling of displaced tenants, former owner occupants and others with tenancy rights in a parcel of property acquired by the GSPDC (hereinafter collectively "Displaced "Persons"). Such policy shall assure that Displaced Persons are dealt with in accordance with State Law and in a consistent, fair, and equitable manner.

2. GSPDC agrees to comply with all applicable State Laws, and City Ordinances, Resolutions and Policies concerning displacement of individuals from their residences.

O. Governing Law and Proper Venue of Claims

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to any conflict of laws provision. The City and GSPDC agree and consent that any claim between the parties arising from or out of this Agreement shall be brought in a court of competent jurisdiction in the County of Onondaga and State of New York.

P. Effect of Waiver of Breach

The waiver of breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall the failure to enforce a provision operate as a waiver of that provision or any other provision.

ARTICLE V. TERM

The term of this Agreement shall begin as of the date that it is fully executed by the City and the GSPDC, and if not earlier terminated pursuant to the provisions of this Agreement, shall terminate naturally upon June 30, 2019.

ARTICLE VI. DEFAULT AND TERMINATION

In the event that GSPDC fails to comply with any term of this agreement, GSPDC shall have thirty (30) days following receipt of a written notice of the default from the City to cure said default. If the GSPDC fails to cure the default within the 30 day cure period, or any extension thereof granted by the City, the City may terminate this Agreement and the Agreement shall have no further force or effect, except for those provisions that survive termination pursuant to the terms of this Agreement. The City may suspend disbursements during the period of time given between a notice of default and the opportunity to cure.

ARTICLE VII. RECOGNITION OF CITY SERVICES RENDERED

It is estimated that 9.03 full time equivalent (FTE) city of Syracuse staff are dedicated to advancing the objectives set forth during the term of this agreement as detailed by department below:

Assessment: 1.1 FTEs	Law: .47 FTEs	Finance: 1.65 FTEs
NBD: 1.5 FTEs	Codes: .25 FTEs	City Clerk: 1.13 FTEs
Common Councilors: 2.93 FTEs		

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Syracuse **Greater Syracuse Property Development Corporation**

By: __________________________
Benjamin R. Walsh, Mayor

By:________________________
Vito Sciscioli, Chair

ATTEST:

____
John P. Copanas
City Clerk

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
CITY OF SYRACUSE) SS.:

On this ___ day of ________ 2018, before me personally came BENJAMIN R. WALSH, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that she resides in the City of Syracuse, New York; that she is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that she signed said instrument as Mayor of said City of Syracuse by like authority; that said BENJAMIN R. WALSH further says that she is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse; that the signature of John P. Copanas was thereto subscribed pursuant to said Charter.

____
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
) SS.:

On this _____ day of__________ 2018, before me personally came VITO SCISCIOLI to me known, who, being by me duly sworn, did depose and say that he is the Chair of the Greater Syracuse Property Development Corporation and which executed the above instrument; that he is authorized by the Board of Directors of said corporation to execute the above instrument, and that he signed his name thereto by like order.

____
Notary Public

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 June 19, 2018 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
Julie Cerio, Secretary
James Corbett, Vice Chair
Daniel Barnaba, Treasurer
El-Java Abdul-Qadir

EXCUSED:

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn Wright	Executive Director
John P. Sidd, Esq.	GSPDC Counsel

The following resolution was offered by ______________________, seconded by ___________________, to wit:

Resolution No.: 15 of 2018

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	___
Daniel Barnaba	VOTING	___
Julie Cerio	VOTING	___
El-Java Abdul-Qadir	VOTING	___

The foregoing Resolution was thereupon declared and duly adopted.

{32752/2972613/JPS/01152520.DOCX}

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 June 19, 2018 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 17th day of July, 2018.

____
Julie Cerio, Secretary

GREATER SYRACUSE
LAND BANK

June 19, 2018 Sales Summary

1) 209 Richfield Blvd. – Vacant Single-Family Home

Date Acquired: 02/06/2018 | Listed 05/18/2018
Current List Price: $5,000 | Days on Market: 156
Original List Price: $5,000 | Land Bank's Minimum Renovation Est: $83,000.00

209 Richfield is a three-bedroom, one-bath home located in Mattydale and listed in the Home Ownership Choice program. When we acquired it there were major roof leaks and the drywall was full of mold. We had the interior of the house been gutted to the studs to remove the mold. The north wall of the foundation is cracked and leaning inward requiring structural repair. The house will require major renovations to bring it up to code.

The Land Bank received two offers for this property. JK General Contracting submitted an offer to purchase and resell to an owner occupant. The other offer is from Mr. Kevin Bauter who plan is to renovate the house and live there as his primary residence. Mr. Bauter is a general contractor with several years' experience renovating properties. Both applicants have extensive experience and enough funding to cover the cost of the renovations.

Based on the Land Bank's disposition policy, staff recommend sale to JK General Contracting, subject to an enforcement mortgage to be discharged once the proposed renovations are completed and once he has an owner-occupant buyer under contract to purchase the home.

209 Richfield Blvd. Purchase Offers		
Applicant	**JK General Contracting**	Kevin Bauter
Offer	**$6,789**	$5,000
Plan	**Renovate to Re-Sell to an Owner-Occupant**	Renovate to Owner-Occupy
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**	Applicant has agreed to mandatory renovation specifications

2) 433 Shonnard St. – Vacant Single-Family Home

Date Acquired: 10/20/2015 | Listed 10/13/17
Current List Price: $9,900 | Days on Market: 235
Original List Price: $16,900 | Land Bank's Minimum Renovation Est: $12,089.00

433 Shonnard St. a single-family property with three bedrooms and two bathrooms located in the Near Westside neighborhood. The property needs major renovations and was in the Home Ownership Choice Program for more than six months. The Land Bank received one complete offer for this property. Ms. Jeannette Gonzalez will purchase the property to renovate as her primary residence. Ms. Gonzalez is a Licensed Electrician in NYC and has experience renovating properties. She plans to invest $44,000 into renovating this house and exceed our minimum scope of renovations.

Based on the Land Bank's disposition policy, staff recommend sale to Ms. Jeannette Gonzalez subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

433 Shonnard St. Purchase Offer	
Applicant	**Jeannette Gonzalez**
Offer	**$10,000**
Plan	**Renovate for Rental**
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**

3) 126 Schiller Ave. – Vacant Two-Family Home

Date Acquired: 10/26/2017 | Listed 12/18/2017
Current List Price: $19,900 | Days on Market: 170
Original List Price: $19,900 | Land Bank’s Minimum Renovation Est: $48,921.00

This two-family house two three-bedroom, one-bath units and is located in the Northside. The property needs major renovation work. The Land Bank received one offer for this property. Mr. NaDonte Jones would like to purchase this property as a rental. Mr. Jones is a master plumber with over seventeen years of experience. He will do all the required plumbing and hire licensed contractors to complete the rest of the work as needed. He has done work for Home HeadQuarters, Syracuse Housing Authority, and the City of Syracuse. This will be his first rental and we recommend he take the Greater Syracuse Tenants’ Association landlord training course.

Based on the Land Bank’s disposition policy, staff recommend sale to NaDonte Jones subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

126 Schiller Purchase Offer	
Applicant	**NaDonte Jones**
Offer	**$19,900**
Plan	**Renovate for Rental**
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**

4) 1424 West Colvin St. – Vacant Single-Family Home

Date Acquired: 7/2/2014 | Listed 4/19/2016
Current List Price: $1,000 | Days on Market: 1049
Original List Price: $9,000 | Land Bank’s Minimum Renovation Est: $52,736.60

14124 W. Colvin St. is a single-family, four-bedroom, one-bathroom property located in the Elmwood neighborhood. The property needs major renovation work. The property has been listed for more than two years in the Home Ownership Choice Program. The Land Bank previously demolished 1428 W. Colvin Street and the two lots have been merged together. The Land bank received one offer on this property. Mr. Yusuf Abdul Qadir plans to purchase the property and renovate it to re-sell to a low-to-moderate-income family. Mr. Abdul Qadir has experience renovating distressed properties and will look to do the same with 1424 W. Colvin St. if awarded the property.

Based on the Land Bank’s disposition policy, staff recommend sale to Yusuf Abdul Qadir subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

1424 W. Colvin St. Purchase Offer	
Applicant	**Yusuf Abdul Qadir**
Offer	**$1,000**
Plan	**Renovate to Re-Sell to an Owner-Occupant**
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**

5) **204 Jamesville Ave. – Vacant Single-Family Home**
Date Acquired: 03/29/2018 Listed 05/18/2018
Current List Price: $12,900 Days on Market: 18
Original List Price: $12,900 Land Bank's Minimum Renovation Est: $26,445.00

204 Jamesville Ave. is a two-bedroom, one-bath house located in the Outer Comstock neighborhood. This property is in the Home Ownership Choice Program and only been listed for a short period. The property needs major renovations. Land Bank received one offer for this property. Mr. Wilford and Sarah Stephens would purchase the property to renovate and sell to an owner-occupant. The Stephens' purchased a Land bank property located at 122 Moore Ave., renovated it and sold it to an owner-occupant. This property is close in proximity to their home on Moore Ave. Their plan is to do the same with 204 Jamesville Ave. with the hopes of assisting in the revitalization of their neighborhood.

Based on the Land Bank's disposition policy, staff recommend sale to Wilford & Sarah Stevens subject to an enforcement mortgage to be discharged once the proposed renovations are completed and once they have an owner-occupant under contract to buy the house.

	204 Jamesville Ave. Purchase Offer
Applicant	**Wilford & Sarah Stevens**
Offer	**$12,900**
Plan	**Renovate to Re-Sell to Owner Occupant**
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**

6) **602 Park St. – Vacant Two-Family Home**
Date Acquired: 10/26/2017 Listed 05/17/2018
Current List Price: $19,900 Days on Market: 19
Original List Price: $19,900 Land Bank's Minimum Renovation Est: $40,854.00

602 Park St. is a two-family house with a total of seven bedrooms and two and one-half bathrooms. This property is located on the Northside. The property need major renovations. One-half of the property was occupied up until the end of April of this year. As soon as the occupant vacated, we listed the property for sale. The Land Bank received one offer for this property. Mr. Kiet Pham will purchase the property as a rental. He has purchased three properties from the Land Bank to date. All three of the enforcement mortgages have been discharged by the Land Bank. Mr. Pham does a lot of the work himself. Whatever he cannot do, he will use licensed contractors to complete.

Based on the Land Bank's disposition policy, staff recommend sale to Kiet Pham subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

	602 Park St. Purchase Offer
Applicant	**Kiet Pham**
Offer	**$20,500**
Plan	**Renovate for Rental**
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**

7) **107 Lawrence St. – Vacant Single-Family Home**
Date Acquired: 11/06/2016 Listed 05/09/2017
Current List Price: $9,900 Days on Market: 392
Original List Price: $9,900 Land Bank's Minimum Renovation Est: $40,854.00

107 Lawrence Ave. is a three-bedroom, one-bath, single-family property located in the Northside. The property was listed in the Home Ownership Choice Program until recently. The Land Bank split the adjacent lot between this property and 103 Lawrence expanding the yard at this property. Land Bank received one offer for this property. Mr. Louis

Geswaldo will purchase this property as a rental. Mr. Geswaldo is a licensed electrician working under his father who is a master electrician as well. Both have several years' experience renovating and maintaining properties for himself. His family owns and manages 20 properties in the Syracuse area.

Based on the Land Bank's disposition policy, staff recommend sale to Louis Geswaldo subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

	107 Lawrence St. Purchase Offer
Applicant	**Louis Geswaldo**
Offer	**$9,900**
Plan	**Renovate for Rental**
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**

8) 117-119 & 121 E. Beard Ave. – Bundle Package: Adjacent Vacant Single-Family + Two-Family Houses

117-19 E. Beard Ave.
- Date Acquired: 02/06/2018 — Listed: 05/18/2018
- Current List Price: $22,900 for the pair — Days on Market: 32
- Original List Price: $22,900 for the pair — Land Bank's Minimum Renovation Est: $30,280

121 E. Beard Ave.
- Date Acquired: 6/22/15 — Listed: 9/12/16
- Current List Price: $22,900 for the pair — Days on Market: 631
- Original List Price: $11,900, dropped to $5,000 — Land Bank's Minimum Renovation Est: $35,683

117-19 Beard Ave. is a two-family property with four bedrooms and two baths. 121 E. Beard Ave is a single-family, three-bedroom, one-bath property. Both properties are located in the Southside neighborhood. Both properties are included in a bundle package to purchase. 121 Beard needs major renovations and was listed in the Home Ownership Choice Program for over a year attracting little interest. 117-19 next door was recently foreclosed upon and is in much better shape. Staff bundled them together in an effort to attract interest to 121. The Land Bank received three offers on the pair. All three buyers have experience in renovating and flipping properties. Wilford and Sarah Stephens purchased a Land Bank property in the past and they are currently submitting an offer to purchase 204 Jamesville Ave to renovate and sell to an owner-occupant. They would like to renovate these properties for rental. M & P Restoration, LLC would like to purchase the properties to renovate as a rental. They own several properties in the Syracuse area with over 25 years of experience purchasing foreclosed properties, renovating them, and either holding to rent or re-selling. Samantha Russell plans to renovate and owner-occupy 121 E. Beard Ave. and operate the property next door as a rental. Ms. Russell plans to relocate to Syracuse from Rhode Island and she is a Real Estate Agent with sales experience and knowledge of doing renovations. She has never owned any property, but her brother is a contractor and will do all the renovations for her, with the exception of work requiring licensed tradespeople.

Based on the Land Bank's disposition policy, staff recommend sale to Samantha Russell subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a second enforcement mortgage requiring the home remain owner-occupied for five years.

117-119 & 121 E. Beard Ave. Purchase Offers			
Applicant	**Samantha Russell**	Wilford & Sarah Stevens	M & P Restoration, LLC
Offer	**$23,900**	$23,500	$24,500
Plan	**Renovate to Owner-Occupy (+ rental)**	Renovate for Rental	Renovate for Rental
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**	Applicant has agreed to mandatory renovation specifications	Applicant has agreed to mandatory renovation specifications

9) 1025 Park St. & Mary St. – Vacant Two-Family Home

Date Acquired: 06/29/2017 Listed 07/27/2017
Current List Price: $12,900 Days on Market: 313
Original List Price: $15,900 Land Bank's Minimum Renovation Est: $28,722.00

1025 Park St. & Mary St. is a two-family property with two, two-bedroom, one-bath apartments. This property is located on the Northside. The property needs major renovations. The Land Bank received two offers on this property. Mr. Kha and Mr. Ruane would each like to renovate the property and use it as a rental. Both applicants own rental properties on the Northside. Both applicants have experience renovating properties themselves and they both have enough funds to complete the project.

Based on the Land Bank's disposition policy, staff recommend sale to Dung Q. Kha subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

1025 Park St. & Mary St. Purchase Offers		
Applicant	**Dung Q. Kha**	Dennis Ruane
Offer	**$13,600**	$12,900
Plan	**Renovate for rental**	Renovate for rental
Notes/ Recommendations	**Applicant has agreed to mandatory renovation specifications**	Applicant has agreed to mandatory renovation specifications

10) 165 Culbert St. – Nonbuildable Vacant Lot

Date Acquired: 10/23/13
Dimensions: 33' by 110'

The Land Bank demolished a house here in 2014 as part of our deconstruction pilot program using a mix of County and AG funds. Mr. Khine just recently purchased 163 Culbert Street to operate as a rental. He wishes to acquire this vacant lot next door where he plans to install a driveway, vegetables, and flowers. Based on the Land Bank's disposition policy staff recommend sale to Zaw Khine contingent upon him resubdividing and combing this lot with his adjacent property.

165 Culbert St. Purchase Offer	
Applicant	**Zaw Khine**
Offer	**$976**

11) 2421 E. Fayette St. – Nonbuildable Vacant Lot

Date Acquired: 6/30/16
Dimensions: 33' by 120'

Mr. and Mrs. Louison are owner occupants next door who wish to expand their yard. Based on the Land Bank's disposition policy staff recommend sale to Peter Louison and Judy Gordon-Louison contingent upon them resubdividing and combing this lot with their adjacent property.

2421 E. Fayette St. Purchase Offer	
Applicant	**Peter Louison and Judy Gordon-Louison**
Offer	**$151**

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened in public session at the offices of the GSPDC located at 431 East Fayette Street, Suite 375, Syracuse, New York 13202 on June 19, 2018 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
Daniel Barnaba, Treasurer
James Corbett, Vice-Chair
Julie Cerio, Secretary
El Java Abdul Qadir, Director

Excused:

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn E. Wright	Executive Director
John P. Sidd, Esq.	GSPDC Counsel

The following resolution was offered by ____________________, seconded by ______________________, to wit:

Resolution No.: 16 of 2018

RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTIES FROM THE CITY OF SYRACUSE

WHEREAS, New York Not-For-Profit Corporation Law §1608(b) authorizes the GSPDC to acquire real property by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise; and

WHEREAS, pursuant to New York Not-For-Profit Corporation Law §1608(c), the GSPDC may accept transfers of real property from municipalities upon such terms and conditions as agreed to by the GSPDC and the municipality; and

WHEREAS, the GSPDC desires to acquire from the City of Syracuse title to certain parcels of real property identified on the Properties List attached hereto as Schedule A subject to the limitations set forth herein.

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 GSPDC is hereby authorized to acquire from the City of Syracuse title to the parcels of real property identified on the Properties List attached hereto as Schedule A (individually a "Property" and collectively the "Properties"), subject to the following limitations:

GSPDC shall be under no obligation to acquire any Property which the GSPDC reasonably determines to:

a. have defects in title; or

b. constitute a danger or public hazard; or

c. contain hazardous substances or present other environmental concerns; or

d. be fiscally imprudent for the GSPDC to accept including, by way of example and not limitation, Property which contains improvements in need of demolition; or

e. that the GSPDC deems inappropriate for acquisition.

Section 3. The Chairman and the Executive Director of the GSPDC are each hereby authorized and directed 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.

Section 4. The other officers, employees and agents of the GSPDC are hereby authorized and directed for and in the name and on behalf of the GSPDC 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	___
Daniel Barnaba	VOTING	___
El Java Abdul Qadir	VOTING	___
James Corbett	VOTING	___
Julie Cerio	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 June 19, 2018 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.

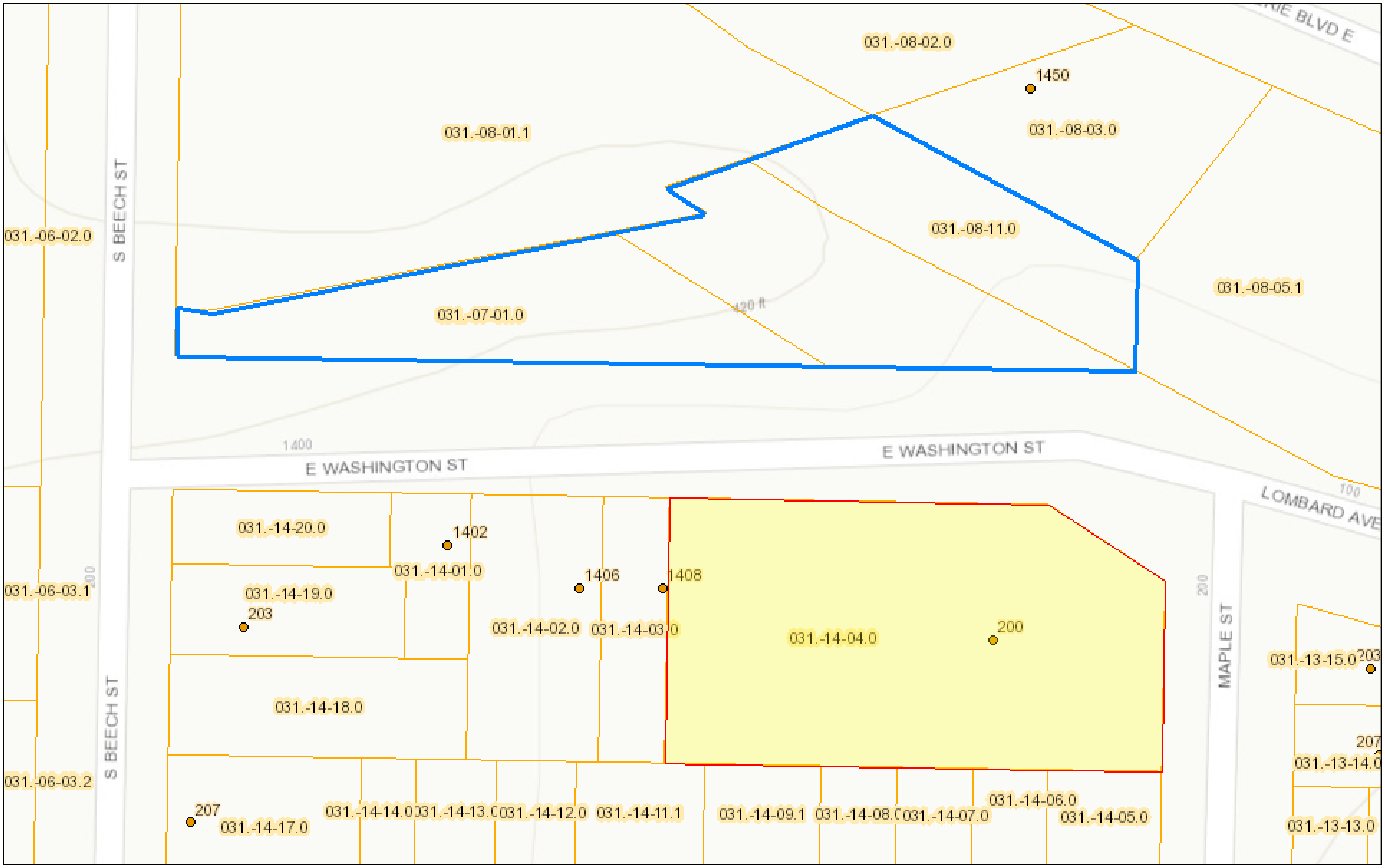
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 17th day of July, 2018.

____
Julie Cerio, Secretary

Schedule A

Address	Property Number	Land Use
254-56 W. Kennedy Street	1847103300	Two-Family
300 School Street	0780000400	Three-Family
200 Maple Street	1655100102	Industrial
111 S. Beech St.	1607000400	Vacant Land
1425 E. Water St.	1694301400	Vacant Land
031.-08-2.0		Vacant Land

Custom Print



June 15, 2018

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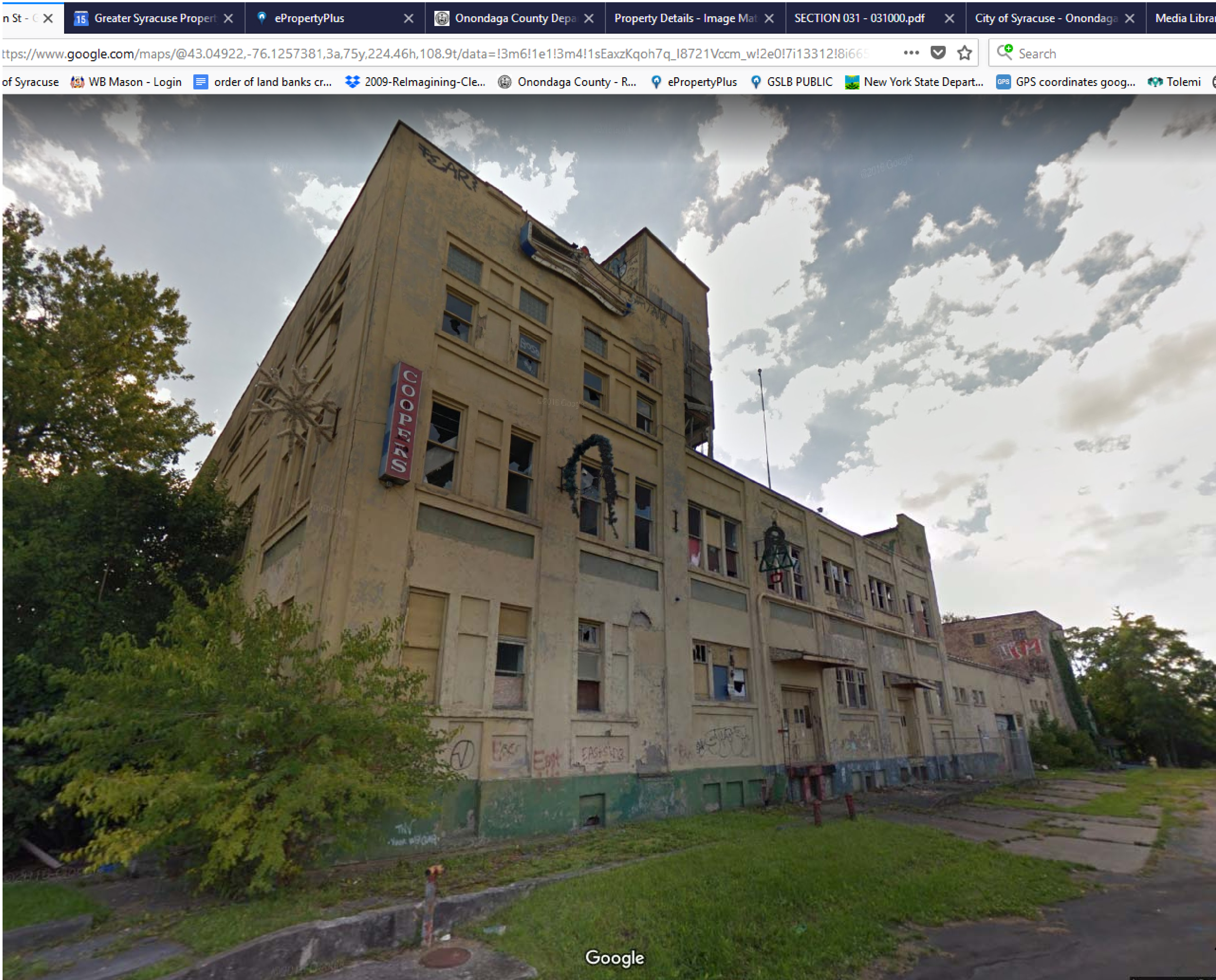
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri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SCOPE OF SERVICES

Consistent with the terms of Resolution No. 113-2015, incorporated herein and made a part hereof, the Contractor shall acquire, redevelop and improve tax delinquent, vacant, or abandoned property within Onondaga County, and administer or cause to be administered a revolving fund to support acquisition and redevelopment of vacant bank owned housing, with revenues from the subsequent sales of such housing by Contractor are returned to the revolving fund to support acquisition and redevelopment of additional properties.

COMPENSATION

The County hereby agrees to pay the Contractor in full and final satisfaction of all services and expenses an amount not exceeding $500,000.00. Said amount shall be paid upon contract execution.

The use of funds paid to the Contractor pursuant to this contract shall be restricted as follows;

$300,000.00	-	for any land bank purposes;
$200,000.00	-	for a revolving fund to support acquisition and redevelopment of vacant bank owned housing. At the end of 10 years, the remainder of said funds may be retained and utilized by the Contractor for any land bank purpose.

Contractor shall be entitled to a 10% Management Fee with respect to the amount to be used for any land bank purpose($300,000). Contractor is not entitled to and shall not be paid a Management Fee for administration of the revolving fund ($200,000).

Payment shall be made in accordance with established Onondaga County Comptroller procedures and upon submission of duly approved County claim forms which can only be obtained from the Onondaga County Division of Management and Budget hereby designated to act on behalf of the County in directing and reviewing the services required herein. The Contractor shall report directly to the Chief Fiscal Officer.

The Contractor further agrees to submit an annual financial report to the County Executive and the Division of Management and Budget within thirty (30) days after the end of each calendar year covering the use of all funds received pursuant to this Agreement during the calendar year. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed.

The Contractor shall make available at any time for examination and audit by the Chief Fiscal Officer, or his designee, Contractor's books, records, papers and other relevant data pertaining to the funds disbursed by the County pursuant to this Agreement and pertaining to any other matters in relation to the organization and management of the Contractor's organization.

In the event that this agreement is terminated by the County for material breach, consistent with the "TERM" provision herein, the County may take action to reclaim from the Contractor the funds paid as compensation under this agreement.

, 2018

Motion Made By M RESOLUTION NO._________

PROVIDING FOR THE USE OF FUNDS AVAILABLE TO THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION AND AMENDING RESOLUTION NO. 113-2015

WHEREAS, by Resolution No. 113-2015 this Onondaga County Legislature released money from contingency and made such money available to support the Greater Syracuse Property Development Corporation, a land bank acting on behalf of Onondaga County and the City of Syracuse; and

WHEREAS, pursuant to that Resolution, $200,000 was placed in a revolving fund, and the Greater Syracuse Property Development Corporation advises that expanding the authorized uses of the revolving fund will benefit the land bank and the public; now, therefore be it

RESOLVED, that Resolution No. 113-2015 hereby is amended to add a final Resolved Clause, to read as follows:

RESOLVED, that the revolving fund ($200,000) also may be used to support acquisition and redevelopment of vacant properties where a bank has foreclosed within one year of the date of acquisition by the land bank and where revenues from the subsequent sale of such housing by the land bank are returned to the revolving fund to support acquisition and redevelopment of additional properties; and, be it further

RESOLVED, that in all other respects, Resolution No. 113-2015 shall remain in full force and effect.

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