GREATER SYRACUSE
LAND BANK

To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd, General Counsel
From: Katelyn Wright
Date: May 17, 2024
Re: Board of Directors Meeting – May 21, 2024

The Greater Syracuse Property Development Corporation will hold a regular meeting of the Board of Directors on **Tuesday, May 21, 2024 at 8:00 A.M.** in the iLab on the 2nd floor of Syracuse City Hall at 233 East Washington Street; Syracuse, NY 13202.

I. Call to order
II. Roll Call
III. Proof of Notice
IV. Minutes - April 16

V. Executive Summary & Financial Statements

VI. Old Business
- **A.** Women's Economic Institute contract for multiple properties on South Ave – request for contract extension

VII. New Business
- **A.** Authorize Sale of Multiple Properties
- **B.** Acquire from the City of Syracuse
- **C.** Authorize the Land Bank to enter into a funding contract with the City of Syracuse
- **D.** Contract for multiple demolitions
- **E.** Amend Personnel Policy to reflect HOME requirements

VIII. Discussion
- **A.** Update on City's Housing Strategy
- **B.** Proposed Change to Development Enforcement Mortgages
- **C.** Delaware Baptist Church - roof
- **D.** Funding Opportunities
  - i. NYS FY2024 HOME Homebuyer Development Funding
  - ii. Request contract increase for LBI Phase 2
  - iii. CrossMod Pilot Program

IX. 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, May 21, 2024

At
Syracuse City Hall, 233 East Washington Street
Syracuse, NY 13202
iLab – 2nd floor

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: May 21, 2024

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:

____________________	____________________	____________________
Jonathan Link Logan	Michael LaFlair	Oceanna Fair
____________________	____________________	
Patrick Hogan	Nancy Quigg	

STAFF:

____________________	____________________	____________________
Katelyn E. Wright	Luke Avery-Dougherty	Shannon Knickerbocker
____________________	____________________	____________________
David Rowe	Joel Kaigler	Terri Luckett
____________________	____________________	
Shavel Edwards	Daniel Stazzone	

Minutes
Greater Syracuse Property Development Corporation
Regular Meeting of the Board of Directors
8:00 AM Tuesday, April 16, 2024
233 E. Washington Street; City Hall; iLab, 2nd floor
Syracuse, NY 13202

Board Members Present: Patrick Hogan, Nancy Quigg, Jonathan Link Logan, Oceanna Fair, Michael LaFlair
Others Present: Katelyn Wright, John Sidd, Daniel Stazzone, Shavel Edwards, Dave Rowe, Joel Kaigler, Charlene Tarver, Brandon Carroll, Cimone Jordan, Honorable Charles Garland, Regina McArthur, Jimmie Peterson

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I. Call to order

Pat Hogan called the meeting to order at 8:01 AM.

II. Roll Call

Mr. Hogan noted that all board members were present.

III. Proof of Notice

Mr. Hogan confirmed that notice had been properly posted.

IV. Minutes

Jonathan Link Logan moved to approve the minutes from March 19, the March 28 audit committee, and the March 28 special meeting. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO APPROVE THE MINUTES FROM MARCH 19, THE MARCH 28 AUDIT COMMITTEE, AND THE MARCH 28 SPECIAL MEETING.**

V. Executive Summary & Financial Statements

Ms. Wright asked if there were questions about the financial statements. There were none.

VI. New Business

A. Authorize Sale of Multiple Properties

Ms. Wright shared a summary of the offers received this month, noting that there were no structures and that their current inventory is low, but that she expects that to turn around this summer.

Jonathan Link Logan moved to authorize the Land Bank to sell multiple properties. Nancy Quigg seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO SELL MULTIPLE PROPERTIES.**

B. Authorize Sale of 118 Willis to Charles and Claire Downey

Ms. Wright shared some additional context from the applicants that they had met and bought their first house on Tipp Hill and now wanted to build their retirement home there. She explained that they plan to mortgage their existing house to finance the construction and then sell it and pay off that loan once they can move into the house at 118 Willis. She indicated that they are asking the Land Bank to bear the cost of demolishing the existing house since they're investing $275,000 into building the new home there and fear it won't appraise for more than that once complete. She noted that it will be a small one-story home with 1-2 bedrooms (2nd bedroom is really just a small office with a murphy bed). Pat Hogan noted that they've contributed a lot civically to the Tipp Hill community over the years.

Jonathan Link Logan moved to authorize the Land Bank to sell 118 Willis Ave. to Charles and Claire Downey per the terms proposed. Nancy Quigg seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO SELL 118 WILLIS AVE., POST-DEMOLITION, TO CHARLES AND CLAIRE DOWNEY FOR $5,000 WITH AN ENFORCEMENT MORTGAGE REQUIRING THAT THEY BUILD THE PROPOSED SINGLE-FAMILY HOME THERE WITHIN 2 YEARS OF TAKING TITLE AND A RESIDENCY MORTGAGE REQUIRING THAT THEY OCCUPY IT AS THEIR PRIMARY RESIDENCE FOR AT LEAST FIVE YEARS.**

C. Contract for the demolition of 118 Willis Ave.

Ms. Wright shared that they'd put this job out to bid earlier in the year and that Scanlon was the lowest bidder. She indicated that they would use LBI funds for the demolition. Mike LaFlair moved to authorize the Land Bank to contract with Scanlon for the demolition of 118 Willis Ave. Nancy Quigg seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO AUTHORIZE THE LAND BANK TO CONTRACT WITH SCANLON FOR THE DEMOLITION OF 118 WILLIS AVE.**

D. Authorize Sale of five properties to Jubilee Homes

Ms. Wright explained that one of these properties still needs to be demolished and that they'll create two building lots out of three of them so there are six parcels now, but will be five when they close. She noted that closing would be contingent on Jubilee securing the necessary subsidy and funding to build five single-family homes.

Oceanna Fair arrived at 8:14 AM.

Ms. Wright explained that Jubilee plans to apply to NYS HCR for Affordable Home Ownership Program (AHOP) funding and they plan to apply to the City. Mr. Hogan asked what type of funding they'd apply to the City for and Ms. Wright stated that she's not sure but that they wouldn't close unless sufficient funds are secured. He asked if there would be a development enforcement mortgage on these properties and she confirmed that yes, even once they're sold, they'll have a development enforcement mortgage on the property that won't be discharged until construction is complete and an owner-occupant buyer is under contract to buy. Mr. Hogan noted that it's important to ensure that these aren't locked up for too long before construction starts. Ms. Wright asked how long they'd like to give Jubilee to secure the development funding and Mr. LaFlair suggested a year was reasonable. With some discussion the rest of the board agreed.

Jonathan Link Logan moved to authorize the Land Bank to sell multiple properties as listed to Jubilee Homes contingent upon them securing the development financing to build single-family homes on each within one year of the offer being accepted. Nancy Quigg seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED TO AUTHORIZE THE LAND BANK TO SELL MULTIPLE PROPERTIES TO JUBILEE HOMES PER THE TERMS OUTLINED.**

E. Acquire multiple properties from the City of Syracuse

Mr. Hogan noted that he's excited to see new properties coming from the City to the Land Bank and commended NBD, City Law, the Land Bank, and Common Council on getting this back on track. Cimone Jordan noted that many of the properties on today's agenda will enable the Land Bank to assemble sites for infill construction and they expect demand to increase in this area once the Syracuse Developmental Center is redeveloped. Mr. Hogan noted that the Syracuse Police are also moving in right down the street and that another building on Fayette nearby will soon be turned into owner-occupied condos.

Nancy Quigg moved to authorize the Land Bank to acquire multiple properties from the City of Syracuse. Jonathan Link Logan seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO ACQUIRE MULTIPLE PROPERTIES FROM THE CITY OF SYRACUSE.**

F. Contract for renovations at 433 Warner

Ms. Wright explained that they'd solicited bids for stabilization work at 433 Warner to include rebuilding the front porch, replacing the roof, replacing the windows and doors and replacing the siding. She noted that B&G home renovations, the same company renovating 109 McAllister and who will build the Downey's new home at 118 Willis, was the lowest bidder by far. Oceanna Fair commented that the work they're doing on McAllister looks very good and is proceeding quickly and that several other recent renovations have really improved that block.

Ms. Wright noted that this would use up the last of their current LBI stabilization funding and an additional ~1,600 in unrestricted funding. She noted they would also use LBI funds to demolish 429 next door and combine the lots and that they'd like to use unrestricted funds to complete the interior renovations and sell the house to an owner occupant. She noted that there's a dire need for move-in ready homes on the market. Nancy Quigg asked what it would sell for when complete. Katelyn stated somewhere between $120,000 and $160,000 as they're deciding whether to finish the rest of the attic, which is currently half, finished and that the price would depend on whether they add square footage that way.

Nancy Quigg moved to authorize the Land Bank to contract with B&G Home Renovations for stabilization work at 433 Warner. Oceanna Fair seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO AUTHORIZE THE LAND BANK TO CONTRACT WITH B&G HOME RENOVATIONS FOR STABILIZATION WORK AT 433 WARNER AVE.**

VII. Discussion

A. Upcoming Meetings

i. April 17, 9:30 AM – Annual Report to County Legislature (County Courthouse)

Ms. Wright reminded the board that they would present their annual report to the Planning and Economic Development Committee of the County Legislature tomorrow at 9:30 AM on the 4th floor of the County Courthouse.

ii. May 21, 8:00 AM – Regular Board Meeting (iLab on 2nd floor of City Hall)

She noted that in May they'll return to their regular monthly meeting schedule and that their meetings will be held here in City Hall for the foreseeable future.

B. Request from Greg Smith to waive extension fees for Development Enforcement Mortgage at 825 W. Onondaga Street

Ms. Wrigh turned the board's attention to a request from Greg Smith for an 18-month extension at no charge on his development enforcement mortgage for 825 W. Onondaga Street. Ms. Wright pointed out that he'd already had three years at no charge and that the board granted his request for an unusually long term on his development enforcement mortgage at his request. She granted that it is a large, complicated project. Dave Rowe shared an update on the status of the renovation and noted that he was pleased to see that Mr. Smith addressed the exterior first so it looks much better from the outside. Ms. Wright stated that staff recommends an extension, but that the waiver of fees is what they're bringing to the board.

Mike LaFlair suggested a waiver isn't warranted since Mr. Smith knew he had three years, but spent two of those years working on other properties. Pat Hogan suggested they ought to waive the fees since Mr. Smith is a model landlord. Jonathan Link Logan asked if Katelyn could confirm that his other properties don't have code violations. She said that she would and asked Cimone Jordan if she's had any interactions with Greg and his property in her work with Codes; she said she has not. Mr. Hogan responded that that was a good thing. Mike LaFlair asked if there were criteria for them to consider when presented with requests like this so that they could be sure that they are being consistent. Mr. Sidd asked if they had such a policy and Ms. Wright explained that the policy is to charge for extra time if an extension is granted and this is really a request to deviate from the policy. Mr. Sidd stated that if the board is inclined to deviate from the policy they seem to have ample justification to do so. Oceanna Fair suggested they meet Mr. Smith halfway and reduce his fees by 50%. She suggested that perhaps it would encourage him to finish the job in less than 18 months.

Jonathan Link Logan moved to offer an 18 month extension and ½ of the usual rate. Oceanna Fair seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO OFFER MR. SMITH AN 18-MONTH EXTENSION AT $250/MONTH.**

C. Contract Extension Request from Women's Economic Institute

Ms. Wright reminded the board that they'd accepted a purchase offer from the Women's Economic Institute (WEI) in December 2021, for 9 properties on South Ave. and that Ms. Tarver's plan was to apply for Low Income Housing Tax Credits (LIHTC) to build approximately 50 apartments in two buildings on each side of South Ave., noting that each cluster was about ½ of an acre, and to develop parking on the SW corner of the intersection of South and Eastman. The sales contract approved by the board gave WEI 24 months to secure the necessary financing for the project. It took some time to get the contract executed, but it was signed in April 2022 and April 19, 2024 marks the end of that 24-month due diligence period.

Ms. Tarver thanked the board for considering her request and further summarized the plan, noting that each building has four floors and an elevator and that they are planning 61 units with a total development budget of $30 million.

Ms. Tarver went on to state that it was her understanding that reasonable extensions would be granted and that it's the norm for projects like this to take 2-3 application rounds with HCR before being funded. Ms. Tarver noted that on their most recent application, HCR had provided feedback on issues that disqualified them from meeting the Threshold Criteria and that she and her project team are confident that they can address all of these in the next application. She went on to explain that if their next 9% application isn't approved, they'd consider pivoting toward a 4% application, which are granted by right and are less competitive. Ms. Wright asked if that would require increasing the number of units to 100 and Ms. Tarver confirmed that it would. Ms. Wright asked if Ms. Tarver has updated her construction budget since early 2022 since construction prices have fluctuated so much in recent years and Ms. Tarver stated that it would be updated if they decide to apply for 4% credits instead of 9% credits as they'd have to revise the plan and include at least 100 units. She stated that they cannot include commercial units if they apply for 4% instead of 9%. Ms. Wright asked Mr. LaFlair if the design standards were different for 4% v. 9% and he stated that he didn't think so but that he would confirm.

Ms. Tarver listed the due diligence items that have been completed to date (including architectural plans, an environmental site assessment, market study, an RFQ for a co-developer, etc.), stating that she'd shared this via email. She noted that they'd also had discussions with the City about permitting approvals and two technical assistance calls with HCR. She went on to state that they'd received a contingent commitment of grant funds from National Grid and a contingent commitment of eight (8) project-based vouchers from SHA. She said they'd discussed a PILOT with SIDA and that they have letters of interest from Chase Bank for the construction financing, Enterprise Community Partners for permanent financing, and a contingent commitment from a tax credit syndicator. Mr. Hogan asked how much she's invested to date in putting this plan together and Ms. Tarver stated that she'd have to gather that information since some had been paid by them and some by other partners.

Ms. Wright asked if the list of items had been shared via email or the items themselves and Ms. Tarver stated that she'd shared the list of items, but that she has concerns about sharing any proprietary information since LIHTC applications are competitive. Mr. LaFlair stated that other applicants have been willing to share these materials and Mr. Link Logan concurred stating that they'd need to see this information to make an informed decision. Mr. Sidd noted that the organization is subject to the Freedom of Information Act and that the materials could be requested by the public, but that trade secrets would be exempt from FOIA and he recommended that Ms. Tarver clearly mark anything that she feels is a trade secret when submitting any additional information. Ms. Fair suggested that should they need to discuss confidential information in a meeting they could do so in executive session.

Ms. Wright asked about the RFQ for the co-developer and asked whether the co-developer she presented with in December 2021 was still involved in the project. Ms. Tarver stated that Raymond Nix was no longer involved as HCR advised them that they would not be successful with an out-of-state co-developer and that there was no requirement for them to have a co-developer. Ms. Wright noted that the board's approval in 2021 was largely based upon the fact that her partner had LIHTC experience and that the board has never approved a LIHTC purchase offer without knowing who the co-developers are and who is on the project team so they can evaluate their experience and track record. Mr. Hogan confirmed that they would need to know who else is involved in the project. Ms. Tarver said it would take some time to issue an RFQ and select someone, but she could share with the board some of the groups they've been talking to who they would share the RFQ with.

All board members stated that they hadn't had adequate time to review the materials that Ms. Tarver had shared earlier this morning and that they would need more time to review. Ms. Wright asked the board if there were specific additional items they would like to review in advance of the next meeting. Mr. Hogan reiterated that they would need to know what other partners are involved in the project. Oceanna Fair noted that they'd also like to see the information Mr. Hogan requested on how much has been spent to date on the materials for the LIHTC application.

Oceanna Fair moved to table this item until next month. Mike LaFlair seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO TABLE THE ITEM UNTIL NEXT MONTH.**

VIII. Adjournment

Mike LaFlair moved to adjourn the meeting. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY AGREED TO ADJOURN AT 8:52 AM.**

GREATER SYRACUSE
LAND BANK

Executive Summary
May 21, 2024 Board of Directors Agenda

I. Executive Summary & Financial Statements

Draft financial statements through the end of March are attached for your review starting on p. 14.

II. Old Business

A. Women's Economic Institute (WEI) contract for multiple properties on South Ave.

The board accepted WEI's offer in December 2021. At that time, they applied with a co-developer with LIHTC experience. We executed a contract in April 2022, allowing 24 months for WEI to meet certain requirements to close. Those include:

Due Diligence Items	Status
Complete a Phase I and, if necessary, a Phase II	WEI has completed a Phase I, did not provide a copy
Obtain Site Plan and Building Permit approvals from the City of Syracuse pertaining to the construction of the mixed-use project proposed in Exhibit B, together with associated parking facilities ("Project").	WEI has not applied for any permits or site plan approvals
Create a final construction plan and budget for the Project;	There is a sources and uses budget in the fall 2023 LIHTC application. However, not clear how the hard costs were verified as it was lacking an itemized construction budget (hard to finalize w/o a GC) and no evidence that any of the grants listed as sources have been applied for.
Apply to NYS for, and be awarded, Low Income Housing Tax Credits ("LIHTC");	WEI has not submitted a complete LIHTC application to HCR
Apply for and secure philanthropic donations, grants, loans, financing and all other sources of subsidy, as needed;	No evidence of firm commitments provided; no evidence that they have applied for any of the grants listed in their sources and uses budget
Apply for and secure construction financing with an institutional lender;	Term sheets provided, but subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule
Demonstrate that the secured mix of grants and loans is sufficient to complete the Development Plan;	No sources of financing are secured
The contract states that the buyer will demonstrate evidence of financial ability to complete the Development Plan and obtain necessary Site Plan approval(s) by the end of the due diligence period (April 2024).	WEI has: • not secured commitments for any of the sources listed in the sources and uses budget in their LIHTC application, • not yet submitted a complete LIHTC application, and • provided no evidence that they have applied for the other grants listed as sources in their budget. WEI has not applied for any permits or site plan approvals.

On 4/16/24, WEI requested an extension of their purchase contract. The board requested additional information in order to evaluate the request. On 5/17/24, WEI provided some additional information.

GSLB Requested	Status
A summary of what WEI has invested into the project to date	Not provided
Clarity on who is on the project team (hired consultants, contractors, etc.) and co-developers	Provided a summary including Charlene Tarver, their architect, and LIHTC financing consultant. No co-developer although they are seeking one. No GC. No property manager.
Demonstrate progress on the due diligence items in the contract	See table above

WEI also provided a summary from HCR, outlining their assessment of WEI's fall 2023 LIHTC application. HCR states that several aspects of the application are incomplete and that the rental incomes aren't sufficient to cover the debt service on the residential component of the project.

III. New Business

A. Authorize Sale of Multiple Properties

See p. 27 of this packet for a summary of all offers received this month. We are now down to ~10 active listings and are eager to get some new inventory from the City.

B. Acquire from the City of Syracuse

See resolution attached on p. 36 of this packet.

C. Authorize the Land Bank to enter into a funding contract with the City of Syracuse

Draft contract can be found on p. 40 of your packet.

D. Contract for multiple demolitions

We recently solicited bids for the following demolitions. We are proposing to demolish these using LBI Phase II funds and are seeking the board's authorization to contract with the lowest bidder, Scanlon.

	Scanlon	Crisafulli	Bronze
3535 S Salina	**$ 38,442.00**	$ 38,850.00	$ 47,236.00
429 Warner	**$ 24,695.00**	$ 25,250.00	$ 25,229.00
356 Midland	**$ 23,496.00**	$ 24,800.00	$ 29,000.00
127 John St	**$ 26,275.00**	$ 38,500.00	$ 26,993.00
215 Rich St	**$ 30,935.00**	$ 34,300.00	$ 34,390.00

E. Amend Personnel Policy/Employee Handbook to comply with HOME regulations

Federal funding requires that we comply with the Drug Free Workplace Act of 1988. I am recommending we add some language to our existing Drug Free Workplace Policy in order to fully comply. Additions to our existing policy include:

- Stating that employees must inform their employer within 5 days of a drug conviction.
- Informing employees of drug treatment/counseling coverage available through our group health insurance.

See: www.samhsa.gov/workplace/employer-resources/contractor-grantee-laws

IV. Discussion

A. Update on City's Housing Strategy

Michelle Sczpanski has another commitment at 8:30 so we'll start with her briefing us on this plan. In advance of our meeting, please read the Housing Strategy being presented to Common Council for adoption: https://www.syracusehousingstudy.com/

B. Proposed Change to Development Enforcement Mortgages

We've been talking internally about how we can provide more support and oversight for our buyers during the renovation process, whether they're borrowing or self-funding the renovations. We've all experienced our share of headaches with buyers and contractors disagreeing about the scope of work mid-job, arguing over vague language in contractors' bids, contractors getting paid before they've done quality work, etc. Here are some new procedures we'd like to implement:

Before we sign a contract:

- Start printing our specs without prices and mandate that contractors bid the jobs on our spec sheets. They can add additional line items if they want, but there will be no more discrepancies between their scope of work and ours and we can easily see that their spec includes our minimum requirements.
- After our board accepts an offer, schedule a meeting with LB, buyer, contractor, (and lender – and grant funder – if there is one) to review scope of work at the house. Contractor to revise bid if we determine that adjustments to the scope are necessary at this time and to add any optional add-ons that the buyer wants. Make sure there's room in the budget for contingency. Explain that all change orders must be in writing and approved by all three (or four or five) parties.
- Land Bank won't sign the contract until all parties agree on the scope and we see that they are approved for enough financing to cover the cost.
- Lender won't issue commitment until they agree on the scope and budget.

After closing:

- Revise our Development Enforcement Mortgage to include benchmarks requiring that permits be pulled within 90 days after closing and mandating quarterly inspections by the land bank, at which progress must be evident.
- Lastly, if there is a lender, the LB will inspect prior to all progress payments. If they're self-funding the renovations, we'll offer that service to them - we'd be willing to inspect prior to any contractor payments so they have assurance the work is being done correctly. If they don't take us up on that, we'd at least be monitoring at the quarterly progress inspections.

C. Delaware Baptist Church roof

D. Funding Opportunities

i. NYS FY2024 HOME Homebuyer Development Funding

We would like to apply for these funds to finance the renovation of four single-family homes to be sold to owner-occupants. The request for applications is attached on p. 49. This will provide up to $250,000 of subsidy per unit and if we use less on one the excess can be rolled over to another house.

I have engaged Dian Sherwood as an hourly consultant to help with our application and, if awarded, to help us establish processes and procedures to ensure compliance with HOME regulations. Dian is recently retired from the City of Syracuse where she was the HOME Program Administrator for nearly 14 years, after working as a paralegal in the City's Law Department for 15 years.

Options from our current inventory are pretty limited, but we'd like to renovate:

- 301 W Colvin
- 120 E Matson
- 120 E Lafayette
- 1120 Cannon St

ii. Request contract increase for LBI Phase 2

Submitted a request on May 10 (attached on p. 61) that would fund an additional 14 demolitions and 5 stabilizations by 12/1/24. This request will be reviewed by their board on June 26. In the meantime, we are preparing to put more demos and stabilizations out to bid so that you can approve contracting for them contingent upon funding being awarded at the June board meeting.

iii. CrossMod Pilot Program

"Crossover Modern Homes (CrossMods) are a relatively new type of manufactured home that are built to resemble stick-built housing but have the potential to significantly reduce per unit development costs." HCR is seeking applications from Land Banks for a pilot project that would fund the construction of one or more CrossMod homes, to be sold to income-qualified owner-occupants once complete, in order to compare and contrast the cost and timeliness of construction compared to traditional, "stick-built" homes. Their request for applications can be found on p. 62 of this packet.

We plan to apply for the program. It's not clear yet how many homes they will fund and they aren't asking for budgets at this time as they will be procuring the manufacturer. I am proposing the following sites in our application. All of these were sites of CDBG CARES-funded demolitions and must be replaced with affordable housing.

Address	Parcel Number	Width	Depth	Notes	Zoning District
131 Cannon St	077.-02-46.0	52	169		R2
221-23 Cannon St	077.-02-39.0	35	158	adjust lot line to make two 59' wide lots	R3
231-33 Cannon St	077.-02-38.0	83	150		R3
135 Fage	077.-24-09.0	60	132		R2
142 Forest	077.-22-29.1	66	150		R3
131 Forest	077.-21-11.1	75	150		R2
139 Maxwell	070.-05-04.1	60	120		R1
412-14 Shonnard	097.-04-67.1	71	132		R3
523 Seymour	097.-04-12.0	42	132		R3
527 Gifford	097.-01-37.0	43	132	combine these	R3
529 Gifford	097.-01-36.0	40	132		R3
114 Holland	097.-08-18.1	94	119		R5

V. Adjournment

Greater Syracuse Property Development Corporation

Balance Sheet

As of March 31, 2024

	TOTAL	
	AS OF MAR 31, 2024	AS OF MAR 31, 2023 (PY)
ASSETS		
Current Assets		
Bank Accounts		
10000 Checking	3,241,616.55	3,547,752.01
12000 Bill.com Money Out Clearing	103.30	0.00
Total Bank Accounts	**$3,241,719.85**	**$3,547,752.01**
Accounts Receivable		
11001 Accounts Receivable	1,750.00	400.00
Total Accounts Receivable	**$1,750.00**	**$400.00**
Other Current Assets		
12001 Undeposited Funds	802.00	0.00
12100 Contract Receivable	0.00	0.00
12117 Save America’s Treasures	499,218.91	499,218.91
12119 EPA Brownfield Assessment ’23	952,410.32	
12125 CRF ’22-23	0.00	11,333.34
12126 LBI Phase 1	50,000.00	50,000.00
12127 City of Syr. 22-23	0.00	375,000.00
12130 LBI Phase II	855,116.46	
12140 Gustav Stickley House		
12140.1 Envi. Protection Fund	750,000.00	
Total 12140 Gustav Stickley House	**750,000.00**	
12142 ARPA ’23-24	83,396.36	
12143 Restore NY	150,000.00	
Total 12100 Contract Receivable	**3,340,142.05**	**935,552.25**
12400 Note Receivable - Lodi Street	79,709.92	82,131.56
12401 Note Receivable - Rosemont Dr	21,530.60	
12500 Prepaid Insurance	31,567.15	30,509.26
12900 Prepaid Expense	7,938.44	7,782.78
Total Other Current Assets	**$3,481,690.16**	**$1,055,975.85**
Total Current Assets	**$6,725,160.01**	**$4,604,127.86**
Fixed Assets		
14000 Computer	13,399.86	13,399.86
15000 Furniture and Equipment	6,381.08	6,381.08
16000 Software and Website	13,050.00	13,050.00
17000 Accumulated Depreciation	-32,830.94	-32,791.10
Total Fixed Assets	**$0.00**	**$39.84**
Other Assets		
12800 Security Deposit	2,500.00	
18000 Cost of Properties Held	571,120.12	629,056.32
19400 Lease Asset- Office Space	60,615.00	60,615.00
19500 Accumulated Amortization	-53,880.00	-26,940.00
Total Other Assets	**$580,355.12**	**$662,731.32**

	TOTAL	
	AS OF MAR 31, 2024	AS OF MAR 31, 2023 (PY)
TOTAL ASSETS	**$7,305,515.13**	**$5,266,899.02**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 Accounts Payable	115,311.75	116,884.29
Total Accounts Payable	**$115,311.75**	**$116,884.29**
Credit Cards		
20002 M&T Visa 7079	3,740.52	595.61
Total Credit Cards	**$3,740.52**	**$595.61**
Other Current Liabilities		
20500 Down Payment on Property Sale	30,500.00	33,877.00
20600 FSA Liability	-1,011.68	186.77
20900 401(K) Liability		
21000 401(k) Payable	2,469.16	4,841.50
Total 20900 401(K) Liability	**2,469.16**	**4,841.50**
22000 Accrued Expenses	37,452.59	20,884.70
24100 Prepaid Rental Income	1,058.75	962.50
24901 Sales Tax Payable	16.00	29.41
24902 Lease Liab.- Office Space	6,735.00	33,675.00
Total Other Current Liabilities	**$77,219.82**	**$94,456.88**
Total Current Liabilities	**$196,272.09**	**$211,936.78**
Long-Term Liabilities		
25000 Security Deposits	1,000.00	
28000 Deferred Grant Inflow		
28006 County Bank Purchase	139,663.91	139,663.91
28020 County-Purchase of Vacant Prop.	4,506.15	4,506.15
28021 City of Syracuse 19- 20	0.00	5,583.00
28023 CRI 2020 Demo	3,599.99	5,999.99
29021 EPA Brownfield Assessment ’23	939,378.00	
29503 Community Fou. Lead Grant #2	1,602.96	1,602.96
29504 City of Syracuse ’20-21	0.00	2,864.60
29505 Save America’s Treasures	499,218.81	499,218.81
29506 Gustav Stickley House		
29506.1 Envi. Protection Fund	749,939.00	
Total 29506 Gustav Stickley House	**749,939.00**	
29507 City CARES ’21	1,410.98	21,110.98
29508 The Castle Project		
29508.1 CNY Community Foundation	895.00	10,895.00
29508.3 Reisman Foundation	2,124.50	26,604.50
29508.6 Individual Donations	18,822.87	47,672.21
29508.7 J.M McDonald Foundation	25,000.00	10,000.00
29508.8 National Trust- Consultant	4,000.00	4,000.00
29509.1 CNY Foundation- Staff Adv.	1,000.00	0.00
Total 29508 The Castle Project	**51,842.37**	**99,171.71**
29509 County ’21	0.00	224,501.72
29510 City ARPA ’21 Demo	0.00	4,935.37
29511 City ARPA ’21 Stab.	0.00	2,601.84

	TOTAL	
	AS OF MAR 31, 2024	AS OF MAR 31, 2023 (PY)
29513 CRF ’22-23	14,000.00	14,000.00
29514 LBI Phase 1	50,000.00	50,000.00
29515 City of Syr ’22-23	0.00	248,779.62
29516 CNYCF Lead Grant #3	55,000.00	75,000.00
29517 County ’23	180,378.70	250,000.00
29518 LBI Phase II		
29519 Building Stab/Rehab	300,510.50	
29520 Demolition	253,595.36	
29521 Program Delivery	90,000.00	
Total 29518 LBI Phase II	**644,105.86**	
29526 ARPA ’23-24	83,396.36	
29528 Restore NY	120,000.00	
Total 28000 Deferred Grant Inflow	**3,538,043.09**	**1,649,540.66**
29500 Parks Conservancy Grant	3,000.00	3,000.00
Total Long-Term Liabilities	**$3,542,043.09**	**$1,652,540.66**
Total Liabilities	**$3,738,315.18**	**$1,864,477.44**
Equity		
32000 Unrestricted Net Assets	3,623,684.18	3,235,078.32
Net Revenue	-56,484.23	167,343.26
Total Equity	**$3,567,199.95**	**$3,402,421.58**
TOTAL LIABILITIES AND EQUITY	**$7,305,515.13**	**$5,266,899.02**

Greater Syracuse Property Development Corporation

Profit & Loss Current Month & Year To Date

March 2024

	TOTAL	
	MAR 2024	JAN - MAR, 2024 (YTD)
Revenue		
40000 Government Grants		
40010 City of Syracuse		
41004 City of Syracuse ’20-21	464.60	464.60
46000 City CARES ’21	1,700.00	1,700.00
46200 City of Syr. ’23-24		110,577.84
Total 40010 City of Syracuse	**2,164.60**	**112,742.44**
40032 Restore NY	30,000.00	30,000.00
40040 Onondaga County		
40042 County ’21	6,007.34	23,395.28
41007 County ’23	58,696.05	69,621.30
Total 40040 Onondaga County	**64,703.39**	**93,016.58**
40048 LBI Phase 1		50,000.00
40065 LBI Phase II		
40066 Building Stab/Rehab	62,678.75	251,002.00
40067 Demolition	52,209.50	185,941.75
Total 40065 LBI Phase II	**114,888.25**	**436,943.75**
40170 CNYCF Lead Grant #3		20,000.00
40180 EPA Brownfield Assessment ’23	16,385.68	35,341.55
40180.1 EPA Admin/Developer Fees	819.30	854.36
Total 40180 EPA Brownfield Assessment ’23	**17,204.98**	**36,195.91**
Total 40000 Government Grants	**228,961.22**	**778,898.68**
40041 The Castle Project		
40041.3 Reisman Foundation		24,480.00
40041.8 Individual Donations	1,302.00	7,371.17
Total 40041 The Castle Project	**1,302.00**	**31,851.17**
48000 Side Lot Application Income	75.00	100.00
49000 Rental Income	3,908.75	13,726.25
49500 Sale of Property	6,580.00	384,205.24
Total Revenue	**$240,826.97**	**$1,208,781.34**
Cost of Goods Sold		
50000 Cost of Sales		
500PC Periodic COS		
50025 Property Materials and Supplies	2,189.71	10,973.90
50029 General Inspections		3,249.25
50051 Debris Removal - Periodic	22,924.00	60,188.00
50070 Lawn Maintenance		7,800.00
50080 Snow Removal		14,412.50
50110 Demolition/Deconstruction	98,600.00	222,050.00
50117 Survey/Abatement Pre-Demo	1,427.00	8,548.00
50130 Utilities	3,614.19	7,601.84
50192 Development Enforcement	6,281.16	10,379.67

	TOTAL	
	MAR 2024	JAN - MAR, 2024 (YTD)
50205 Legal & Closing Costs	2,875.00	36,050.11
50220 Brokerage - Sale	500.00	1,500.00
53100 Stabilization	990.00	990.00
53180 Land Survey Prof. Services	600.00	600.00
Total 500PC Periodic COS	**140,001.06**	**384,343.27**
500VI Vacant COS Inventorial		
50010 Property Purchase Cost		158,741.26
50050 Debris Removal - Initial	2,970.00	8,496.00
50100 Stabilization	71,025.00	306,460.00
50170 Architectural Prof. Services		3,176.44
50180 Land Survey Prof. Services	3,200.00	3,575.00
50200 Property Appraisal	350.00	350.00
50999 Spec Reclass to/from Inventory	3,755.00	36,088.88
Total 500VI Vacant COS Inventorial	**81,300.00**	**516,887.58**
Total 50000 Cost of Sales	**221,301.06**	**901,230.85**
Total Cost of Goods Sold	**$221,301.06**	**$901,230.85**
GROSS PROFIT	**$19,525.91**	**$307,550.49**
Expenditures		
60000 Accounting Fees	7,380.00	22,395.00
60100 Automobile	1,400.63	2,179.25
60300 Legal Fees	2,055.05	5,267.67
60400 Office Expense	5,680.10	11,212.37
60500 Payroll		
60510 Salary	48,978.90	146,936.70
60520 Payroll Taxes	3,883.51	13,039.13
60530 Employee Health Insurance	4,053.32	12,159.96
60535 Employer 401(K) Match expense		
60540 Employer 401(k) Match	2,198.96	6,596.88
Total 60535 Employer 401(K) Match expense	**2,198.96**	**6,596.88**
60550 Payroll Processing Fees	1,698.12	4,685.56
Total 60500 Payroll	**60,812.81**	**183,418.23**
60600 Professional Services	1,200.00	2,587.50
60600.1 Evictions	316.58	2,189.33
60600.2 Environmental Services	16,385.68	66,806.33
60600.3 Financial Services	10,750.00	12,750.00
Total 60600 Professional Services	**28,652.26**	**84,333.16**
60602 Relocation Assistance Expense	5,113.21	12,326.90
60603 Special Assessments Expense	530.00	1,130.00
60700 Insurance	9,054.85	20,324.50
60702 Liability	12,535.88	37,020.79
Total 60700 Insurance	**21,590.73**	**57,345.29**
60800 Telephone	423.31	962.72
60900 Travel		598.52
60905 Conference/Meeting		75.00
61000 Bank Service Charge		10.00
61001 PayPal Fees		6.96
61002 Square Fees	7.71	7.71
61200 License and Fees		2,500.00

	TOTAL	
	MAR 2024	JAN - MAR, 2024 (YTD)
61300 Events & Marketing		4,601.67
61400 Rent Expense	2,355.50	7,066.50
Total Expenditures	**$136,001.31**	**$395,436.95**
NET OPERATING REVENUE	**$ -116,475.40**	**$ -87,886.46**
Other Revenue		
70200 Salvage Income		
70201 Taxable Sales	200.00	200.00
70202 Non-Taxable Sales		171.73
Total 70200 Salvage Income	**200.00**	**371.73**
70500 Defaulting on Residency Req.		5,000.00
70600 Project Extension Fees	6,200.00	16,000.00
70700 Interest Income - 1800 Lodi St	466.19	1,402.19
70701 Interest Income- 313 Rosemont Dr	150.28	457.95
71000 Reimbursement Income		
71001 Insurance Reimbursement	7,666.08	7,666.08
Total 71000 Reimbursement Income	**7,666.08**	**7,666.08**
72000 Forfeited Down Payment on Sale		500.00
74000 Sales Tax Vendor Credit	4.28	4.28
Total Other Revenue	**$14,686.83**	**$31,402.23**
NET OTHER REVENUE	**$14,686.83**	**$31,402.23**
NET REVENUE	**$ -101,788.57**	**$ -56,484.23**

Greater Syracuse Property Development Corporation

Profit & Loss YTD Comparison CY vs. PY

January - March, 2024

	TOTAL	
	JAN - MAR, 2024	JAN - MAR, 2023 (PY)
Revenue		
40000 Government Grants		
40010 City of Syracuse		
40043 City ARPA '21 Demo		256,285.91
40043.1 City ARPA '21 Demo Adm/Dev Fees		22,051.34
Total 40043 City ARPA '21 Demo		**278,337.25**
40044 City ARPA '21 Stab.		139,246.06
40044.1 City ARPA '21 Stab Adm/Dev Fees		11,729.43
Total 40044 City ARPA '21 Stab.		**150,975.49**
41004 City of Syracuse '20-21	464.60	
41006 City of Syracuse '22-'23		281,803.11
46000 City CARES '21	1,700.00	
46200 City of Syr. '23-24	110,577.84	
Total 40010 City of Syracuse	**112,742.44**	**711,115.85**
40032 Restore NY	30,000.00	
40040 Onondaga County		
40042 County '21	23,395.28	500.00
41007 County '23	69,621.30	
Total 40040 Onondaga County	**93,016.58**	**500.00**
40048 LBI Phase 1	50,000.00	50,000.00
40065 LBI Phase II		
40066 Building Stab/Rehab	251,002.00	
40067 Demolition	185,941.75	
Total 40065 LBI Phase II	**436,943.75**	
40170 CNYCF Lead Grant #3	20,000.00	
40180 EPA Brownfield Assessment '23	35,341.55	
40180.1 EPA Admin/Developer Fees	854.36	
Total 40180 EPA Brownfield Assessment '23	**36,195.91**	
Total 40000 Government Grants	**778,898.68**	**761,615.85**
40041 The Castle Project		
40041.3 Reisman Foundation	24,480.00	
40041.8 Individual Donations	7,371.17	1,531.50
Total 40041 The Castle Project	**31,851.17**	**1,531.50**
48000 Side Lot Application Income	100.00	75.00
49000 Rental Income	13,726.25	8,187.50
49500 Sale of Property	384,205.24	354,933.00
49600 Dev. Enfor. Mortg. Foreclosures		40,151.00
Total Revenue	**$1,208,781.34**	**$1,166,493.85**
Cost of Goods Sold		
50000 Cost of Sales		
500PC Periodic COS		
50025 Property Materials and Supplies	10,973.90	1,374.57

	TOTAL	
	JAN - MAR, 2024	JAN - MAR, 2023 (PY)
50029 General Inspections	3,249.25	3,006.00
50051 Debris Removal - Periodic	60,188.00	54,178.00
50070 Lawn Maintenance	7,800.00	405.00
50080 Snow Removal	14,412.50	8,616.00
50110 Demolition/Deconstruction	222,050.00	286,201.82
50117 Survey/Abatement Pre-Demo	8,548.00	11,868.00
50120 Permits/Fees		-25.00
50130 Utilities	7,601.84	5,025.65
50192 Development Enforcement	10,379.67	16,066.25
50205 Legal & Closing Costs	36,050.11	5,450.00
50220 Brokerage - Sale	1,500.00	3,000.00
53100 Stabilization	990.00	
53180 Land Survey Prof. Services	600.00	
Total 500PC Periodic COS	**384,343.27**	**395,166.29**
500VI Vacant COS Inventorial		
50010 Property Purchase Cost	158,741.26	8,624.00
50011 Dev. Enfor. Mortg. Foreclosures		40,151.00
50050 Debris Removal - Initial	8,496.00	23,112.00
50090 Renovation Inventory		15,000.00
50100 Stabilization	306,460.00	137,993.43
50170 Architectural Prof. Services	3,176.44	6,575.90
50180 Land Survey Prof. Services	3,575.00	9,120.00
50200 Property Appraisal	350.00	650.00
50999 Spec Reclass to/from Inventory	36,088.88	35,180.35
Total 500VI Vacant COS Inventorial	**516,887.58**	**276,406.68**
Total 50000 Cost of Sales	**901,230.85**	**671,572.97**
Total Cost of Goods Sold	**$901,230.85**	**$671,572.97**
GROSS PROFIT	**$307,550.49**	**$494,920.88**
Expenditures		
60000 Accounting Fees	22,395.00	23,560.00
60100 Automobile	2,179.25	3,157.14
60200 Depreciation		152.93
60300 Legal Fees	5,267.67	6,622.40
60400 Office Expense	11,212.37	9,393.86
60500 Payroll		
60510 Salary	146,936.70	139,604.33
60520 Payroll Taxes	13,039.13	12,844.44
60530 Employee Health Insurance	12,159.96	14,719.07
60535 Employer 401(K) Match expense		
60540 Employer 401(k) Match	6,596.88	6,269.22
Total 60535 Employer 401(K) Match expense	**6,596.88**	**6,269.22**
60550 Payroll Processing Fees	4,685.56	3,098.94
Total 60500 Payroll	**183,418.23**	**176,536.00**
60600 Professional Services	2,587.50	18,137.50
60600.1 Evictions	2,189.33	14,828.50
60600.2 Environmental Services	66,806.33	
60600.3 Financial Services	12,750.00	
Total 60600 Professional Services	**84,333.16**	**32,966.00**

	TOTAL	
	JAN - MAR, 2024	JAN - MAR, 2023 (PY)
60602 Relocation Assistance Expense	12,326.90	12,561.56
60603 Special Assessments Expense	1,130.00	
60700 Insurance	20,324.50	37,319.82
60702 Liability	37,020.79	39,597.64
Total 60700 Insurance	**57,345.29**	**76,917.46**
60800 Telephone	962.72	952.37
60900 Travel	598.52	45.00
60905 Conference/Meeting	75.00	
61000 Bank Service Charge	10.00	
61001 PayPal Fees	6.96	
61002 Square Fees	7.71	7.92
61200 License and Fees	2,500.00	1,500.00
61300 Events & Marketing	4,601.67	3,531.06
61400 Rent Expense	7,066.50	6,927.96
Total Expenditures	**$395,436.95**	**$354,831.66**
NET OPERATING REVENUE	**$ -87,886.46**	**$140,089.22**
Other Revenue		
70200 Salvage Income		
70201 Taxable Sales	200.00	386.11
70202 Non-Taxable Sales	171.73	1,351.70
Total 70200 Salvage Income	**371.73**	**1,737.81**
70500 Defaulting on Residency Req.	5,000.00	
70600 Project Extension Fees	16,000.00	23,000.00
70700 Interest Income - 1800 Lodi St	1,402.19	480.23
70701 Interest Income- 313 Rosemont Dr	457.95	
71000 Reimbursement Income		
71001 Insurance Reimbursement	7,666.08	22.49
Total 71000 Reimbursement Income	**7,666.08**	**22.49**
72000 Forfeited Down Payment on Sale	500.00	2,000.00
74000 Sales Tax Vendor Credit	4.28	13.51
Total Other Revenue	**$31,402.23**	**$27,254.04**
NET OTHER REVENUE	**$31,402.23**	**$27,254.04**
NET REVENUE	**$ -56,484.23**	**$167,343.26**

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened at Syracuse City Hall – 233 E. Washington Street; Syracuse, NY 13202 - on May 21, 2024 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:
Patrick Hogan, Chair
Nancy Quigg, Vice Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Oceanna Fair

EXCUSED:

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn E. Wright	Executive Director
John Sidd	General Counsel

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

Resolution No.: 13 of 2024

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:

Patrick Hogan	VOTING	___
Michael LaFlair	VOTING	___
Oceanna Fair	VOTING	___
Nancy Quigg	VOTING	___
Jonathan Link Logan	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 May 21, 2024 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 18th day of June, 2024.

____

Jonathan Link Logan, Secretary

"Schedule A"
May 21, 2024 Sales Summary

1) 130 W. Ostrander Ave. – Vacant Single-Family Home

Date Acquired: 08/31/2022 Listed: 04/03/2024
Current List Price: $6,000 Days on Market: 34
Original List Price: $6,000 Land Bank's Minimum Renovation Est: $79,295

130 West Ostrander Ave. is a single-family home on the Southside with four bedrooms, 1.5 bathrooms, an entry foyer, living room, and formal dining room. The home has some water damage from an active roof leak and a garage with fire damage. This home will require major renovation.

Xueqin Cindy Xie is a local buyer looking to purchase this home to renovate and occupy as her primary residence. She has renovated two other homes in Syracuse, one where she resides, and one where she used to live, which she now operates as a rental.

Based on the Land Bank's disposition policies, staff recommend sale to Xueqin Cindy Xie, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

130 W. Ostrander Ave. Purchase Offer	
Applicant	**Xueqin Cindy Xie**
Offer	**$6,000**
Plan	**Renovate to Owner-Occupy**

2) 106 Merriman Ave. – Vacant Two-Family Home

Date Acquired: 03/09/202 Listed: 04/16/2024
Current List Price: $4,000 Days on Market: 21
Original List Price: $4,000 Land Bank's Minimum Renovation Est: $136,317

106 Merriman Ave. is a two-family home in the Near Westside neighborhood. Each unit currently has two bedrooms, but both have the opportunity for a third. The home has water damage and will require major renovations.

Rifatia Tamanna and Sarmin Aktar Nighum are local investors hoping to purchase this home to renovate and operate as a rental. They have purchased from the Land Bank before and completed a whole-house renovation to the minimum standards required.

Raymond Ocasio of Oikia Syracuse Management, LLC has over 20 years of experience in real estate development, mostly in the tri-state area. He has a passion for affordable housing and sustainable development and is committed to making a positive impact on housing inequality, energy poverty, and environmental justice. This is his first purchase in Syracuse and he plans to renovate this home to operate as a rental. His offer to purchase 106 Merriman Ave. is his first choice and 107 Mark Ave. is his second choice.

Based on the Land Bank’s disposition policies, staff recommend sale to Oikia Syracuse Management, LLC, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

106 Merriman Ave. Purchase Offers		
Applicant	**Oikia Syracuse Management, LLC**	Rifatia Tamanna and Sarmin Aktar Nighum
Offer	**$10,000**	$10,500
Plan	**Renovate to Operate as Rental**	Renovate to Operate as Rental

3) 107 Mark Ave. – Vacant Two-Family Home

Date Acquired: 04/16/2020 Listed: 10/09/2023
Current List Price: $19,900 Days on Market: 211
Original List Price: $25,000 Land Bank’s Minimum Renovation Est: $144,827

107 Mark Ave. is a two-family home on the Southside. Each unit has three bedrooms, there is an active roof leak, and the home will require major renovation.

Francis Jaffier of Veritrus, LLC is an investor from the NYC area who has been visiting friends in Syracuse for years and has watched the positive changes in our community. He is excited about the opportunity to be a part of this progress. Close friends have purchased homes from the Land Bank and completed high quality renovations, he will be using the same contractor who performed the work on those homes. He has already gone through the home with the contractor and has received an estimate for the renovation. Francis plans to renovate this home to operate as a rental. Francis has included an escalation clause up to $25,000 to purchase this home in the event he is competing. <u>If Oikia Syracuse Management, LLC is selected to purchase 106 Merriman Ave., they would have to withdraw their offer for 107 Mark and Veritrus, LLC’s escalation clause would not be triggered, resulting in a $19,900 purchase price to sell 107 Mark Ave to Veritrus, LLC.</u>

Raymond Ocasio of Oikia Syracuse Management, LLC has over 20 years of experience in real estate development, mostly in the tri-state area. He has a passion for affordable housing and sustainable development and is committed to making a positive impact on housing inequality, energy poverty, and environmental justice. This is his first purchase in Syracuse and he plans to renovate this home to operate as a rental. He submitted an offer to purchase 106 Merriman Ave. as his first choice and 107 Mark Ave. is his second choice.

Based on the Land Bank’s disposition policies, staff recommend sale to Veritrus, LLC, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

107 Mark Ave. Purchase Offers		
Applicant	**Veritrus, LLC**	Oikia Syracuse Management, LLC
Offer	**$25,000**	$25,000
Plan	**Renovate to Operate as Rental**	Renovate to Operate as Rental

4) 2010 S. State St. – Vacant Single-Family Home

Date Acquired: 01/30/2023 Listed: 04/04/2024

Current List Price: $23,000 Days on Market: 33

Original List Price: $23,000 Land Bank's Minimum Renovation Est: $112,077

2010 South State Street is a large, single-family home on the Southside. It has four bedrooms, two full bathrooms, a large living room open to the dining room, and first floor office. This home will require major renovation and is in the Home Ownership Choice program.

Keven Croal is a local first-time homebuyer who intends to renovate this home to occupy as his primary residence. He will be relying on contractors to complete the entire renovation and plans to oversee the project closely. He is excited to revitalize this home, be a part of positive change in the community, and become a homeowner.

Based on the Land Bank's disposition policies, staff recommend sale to Keven Croal, subject to an enforcement mortgage to be discharged once the proposed renovations are complete and a residency enforcement mortgage requiring the home remain owner-occupied for five years.

2010 S. State St. Purchase Offer	
Applicant	**Keven Croal**
Offer	**$23,000**
Plan	**Renovate to Owner-Occupy**

5) 2027 Midland Ave. – Vacant Two-Family Home

Date Acquired: 04/28/2017 Listed: 04/04/2024

Current List Price: $20,000 Days on Market: 33

Original List Price: $20,000 Land Bank's Minimum Renovation Est: $139,373

2027 Midland Ave. is a large, two-family home on the Southside. Through stabilization funds the Land Bank completed a new roof, windows, siding, exterior doors, and porches. While the exterior renovation of the home is complete, the interior will require major renovation. This home is in the Home Ownership Choice program.

Ssu Ting Yu of JT Developments Enterprise, LLC is based out of NYC and is hoping to purchase this home to renovate and re-sell to her mother who will live in the home. This will also offer her housing when she is in town visiting her family. Additionally, she is considering moving to Syracuse to live as her home base, as her job requires travel all over the world. She currently owns two properties in Syracuse and this would be her first purchase from the Land Bank.

MD Alamgir Ahsan and MD Hamiduzzaman are local investors looking to renovate this home to renovate and re-sell to MD Alamgir Ahsan's mother who will reside in one unit as her primary residence. They have purchased from the Land Bank before and completed a whole-house renovation, completing our scope of work but not to a high quality.

Based on the Land Bank's disposition policies, staff recommend sale to JT Developments Enterprise, LLC, subject to an enforcement mortgage to be discharged once the proposed renovations are complete and the home is resold to an owner-occupant.

2027 Midland Ave. Purchase Offers		
Applicant	**JT Developments Enterprise, LLC**	MD Alamgir and MD Hamiduzzaman
Offer	**$31,000**	$31,600
Plan	**Renovate to Re-Sell to Owner-Occupant**	Renovate to Re-Sell to Owner-Occupant

6) 164 Jasper St. – Vacant Single-Family Home

Date Acquired: 08/31/2022 Listed: 02/21/2024
Current List Price: $25,000 Days on Market: 76
Original List Price: $25,000 Land Bank's Minimum Renovation Est: $56,074

164 Jasper St. is a small single-family home on the Northside. It has two bedrooms, a living room, formal dining room, and no driveway. Through the use of stabilization funds the Land Bank completed a new roof, windows, exterior doors, and front porch. The interior will need a complete renovation and this home is in the Home Ownership Choice Program.

Sazib Shahidullah is a full-time employee with the Syracuse City School District and plans to renovate this home to occupy as his primary residence, he therefore qualifies for the public employee discount program. He has some experience renovating homes and will also rely on his contractor that he has been working with for many years.

Mirza Tihic of Elumination, LLC is a local investor with years of experience renovating homes. He works with his family's construction company where they have renovated many homes in Syracuse. He plans to renovate this home to re-sell to an owner-occupant.

Based on the Land Bank's disposition policies, staff recommend sale to Sazib Shahidullah, subject to an enforcement mortgage to be discharged once the proposed renovations are complete, and a residency enforcement mortgage requiring the home remain owner-occupied for five years.

164 Jasper St. Purchase Offers		
Applicant	**Sazib Shahidullah**	Elumination, LLC
Offer	**$26,500**	$26,210
Plan	**Renovate to Owner-Occupy**	Renovate to Re-Sell to Owner-Occupant

7) 138-40 Mclennan Ave. – Vacant Two-Family Home

Date Acquired: 01/23/2020 Listed: 10/06/2023
Current List Price: $6,000 Days on Market: 214
Original List Price: $6,000 Land Bank's Minimum Renovation Est: $178,913

138-40 Mclennan Ave. is a two-family home on the Southside. It has a one-bedroom apartment on the first floor in the rear, and the rest of the house is a two-story, four-bedroom apartment with a living room, formal dining room, and one full and one half bathroom. Through the use of ARPA funds, the Land Bank completed a new roof on this home to stop water damage from getting worse. This home is in the Home Ownership Choice program and will require major renovation.

Edson and Rita Jarvis intend to purchase this home to renovate and re-sell to an owner-occupant. Rita’s brother, Alpheus Calderon, is a local contractor who purchased from the Land Bank and performed excellent work with his whole-house renovation where he lives just a couple blocks away. Edson and Rita plan to use Alpheus Calderon as their GC for the renovation of this home.

Based on the Land Bank’s disposition policies, staff recommend sale to Edson and Rita Jarvis, subject to an enforcement mortgage to be discharged once the proposed renovations are complete and the home is resold to an owner-occupant.

138-40 Mclennan Ave. Purchase Offer	
Applicant	**Edson and Rita Jarvis**
Offer	**$6,000**
Plan	**Renovate to Re-Sell to Owner-Occupant**

8) 100 Daisy St. – Non-Buildable Vacant Lot

Date Acquired: 10/12/2023
Dimensions: 24’ x 132’

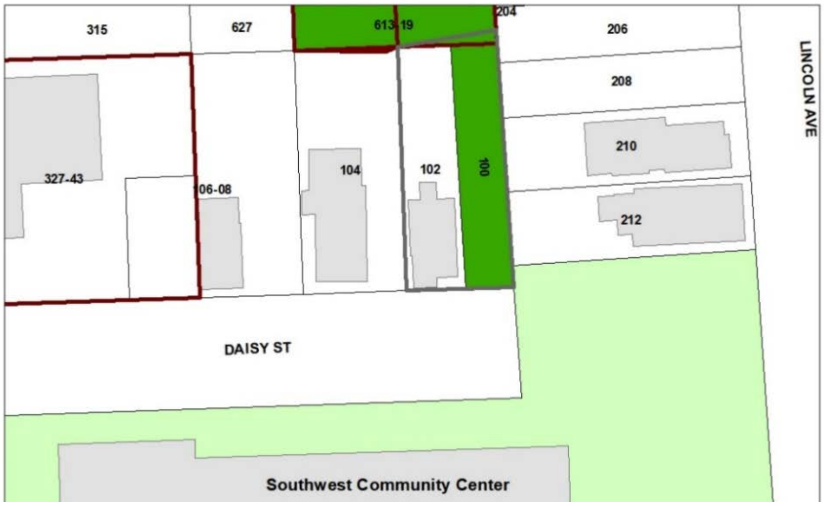
The Land Bank acquired 100 Daisy St. on March 2, 2020. We sold it in August 2021 to a buyer based in Queens. They never started renovations and would not return our calls or letters asking for them to give it back with a deed in lieu of foreclosure. The building continued to deteriorate. We had to file in court for a foreclosure and were awarded a default judgment since the owner never contested our foreclosure complaint. We finally got it back after bidding our credit bid at the foreclosure auction in October 2023.

We demolished the two-family house in April 2024 using LBI Phase 2 funds. Mark and Deborah Tucker own and live in the house next door at 102 Daisy St. They would like to purchase the lot to expand their yard and fence in the property. Because of the location of the property, the Tuckers are the only logical purchaser of the property.

Based on the Land Bank’s disposition policies, staff recommends the sale of 100 Daisy St. to Mark L. Tucker and Deborah L. Tucker contingent upon them combining the lot with their adjacent property.

100 Daisy St. Purchase Offer	
Applicant	**Mark L. Tucker and Deborah L. Tucker**
Offer	**$151**

“Schedule A”


315
627
613
19
204
206
208
210
212
LINCOLN AVE
327-43
106-08
104
102
100
DAISY ST
Southwest Community Center

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened at Syracuse City Hall – 233 E. Washington Street; Syracuse, NY 13202 - on May 21, 2024 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:
Patrick Hogan, Chair
Nancy Quigg, Vice Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Oceanna Fair

EXCUSED:

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn E. Wright	Executive Director
John Sidd	General Counsel

The following resolution was offered by ____________________________, seconded by __________________________, to wit:

Resolution No.: 14 of 2024

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, either in its own name or in the name of a lawfully formed subsidiary, as determined appropriate by the Executive Director and Legal Counsel, 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 4. 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:

Patrick Hogan	VOTING	___
Mike LaFlair	VOTING	___
Oceanna Fair	VOTING	___
Jonathan Link Logan	VOTING	___
Nancy Quigg	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 May 21, 2024 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 18th day of June, 2024.

____
Jonathan Link Logan, Secretary

SCHEDULE A

pnumber	address	land use	strategy
0134005300	2823 Grant Blvd	Single-family	Stabilize and sell. Owner is deceased. Her son wants the City to foreclose asap. Squatters.
0650003200	734 E Laurel St	Two-family	Owner has walked away and wants the City to foreclose asap. Squatters.
1414304200	1116 Cannon St	Res vac land	Combine with 1120 Cannon
1450102600	124 W Lafayette Ave	Res vac land	Buyer purchasing the property next door is interested in merging with this lot
0139006000	823 Hiawatha Blvd E	Comm vac land	Sell to adjacent developer
0139006100	825 Hiawatha Blvd E	Single-family	Sell to adjacent developer

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened at Syracuse City Hall – 233 E. Washington Street; Syracuse, NY 13202 - on May 21, 2024 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:
Patrick Hogan, Chair
Nancy Quigg, Vice-Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Oceanna Fair, 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.: 15 of 2024

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 2023-2024.

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

Section 3. The Executive Director 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:

Jonathan Link Logan	VOTING	___
Michael LaFlair	VOTING	___
Oceanna Fair	VOTING	___
Patrick Hogan	VOTING	___
Nancy Quigg	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 May 21, 2024 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 18th day of June, 2024.

____

Jonathan Link Logan, Secretary

FUNDING AGREEMENT BETWEEN THE

CITY OF SYRACUSE

AND THE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

THIS AGREEMENT, entered this ______ day of ____________, 2024 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 1941 S. Salina Street; 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 2024-25 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 2024, which was adopted by the City of Syracuse Common Council on _____ ___, 2024 and approved by Mayor Ben Walsh on ______ ____, 2024; and

WHEREAS, this Agreement has been authorized by GSPDC Resolution 15 of 2024, adopted by the Board of GSPDC on May 21, 2024;

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. FUNDING

The City agrees to provide up to one million and two-hundred and fifty thousand dollars ($1,250,000.00) (hereinafter the “Funding”) to GSPDC.

A. Disbursements – 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. Six hundred and twenty-five thousand and 00/100 dollars ($625,000.00) on or about July 1, 2024; and

2. Six hundred and twenty-five thousand and 00/100 dollars ($625,000.00) on or about January 1, 2025.

ARTICLE II. <u>PERFORMANCE BY GSPDC</u>

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

<u>Acceptance of Property</u> – 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 or for such other amounts as may be agreed upon by GSPDC and the City as the result of amendments which may be adopted to the City's Tax and Assessment Act during the 2024-25 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 Article II (3) 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 2024-25 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 and subject to the GSPDC's rights hereunder and under Article II (3).

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. The funds shall be used for ongoing property maintenance and keeping buildings secure.
   d. Ensure that all existing occupants of property acquired by the GSPDC from the City of Syracuse, 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.
   e. Make reasonable efforts to recover architectural salvageable components during the deconstruction process and to apply funds received from the sale of any salvageable components to the cost of future demolition and/or deconstruction projects.

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 work with NBD to pursue disposition strategies that further the City's Housing Strategy and neighborhood revitalization.

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.

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: Executive Director
1941 S. Salina Street
Syracuse, NY 13205

With Copy to:

Hancock Estabrook, LLP
Attn: John Sidd
1800 AXA Tower I
100 Madison Street
Syracuse, NY 13202

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.

2. 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, 2025.

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.

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: ___________________________ **By:_________________________**

Benjamin R. Walsh, Mayor **Katelyn Wright, Executive Director**

ATTEST:

____

Patricia K. McBride
City Clerk

STATE OF NEW YORK)

COUNTY OF ONONDAGA)

CITY OF SYRACUSE) SS.:

On this ___ day of ________ 2024, 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 Patricia K. McBride and knows him to be the City Clerk of said City of Syracuse; that the signature of Patricia K. McBride was thereto subscribed pursuant to said Charter.

____

Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA)

) SS.:

On this _____ day of___________ 2024, before me personally came KATELYN WRIGHT to me known, who, being by me duly sworn, did depose and say that she is the Executive Director of the Greater Syracuse Property Development Corporation and which executed the above instrument; that she is authorized by the Board of Directors of said corporation to execute the above instrument, and that she signed her name thereto by like order.

____

Notary Public

NEW YORK STATE HOME HOMEBUYER DEVELOPMENT

2024 REQUEST FOR APPLICATIONS

NEW YORK STATE OF OPPORTUNITY. | Homes and Community Renewal | Housing Trust Fund Corporation

Table of Contents

1. INTRODUCTION

Eligible partners are invited to submit applications for HOME Investment Partnerships Program funds allocated to New York State by the Department of Housing and Urban Development (HUD) for the NYS HOME Program.

The NYS HOME Program is administered by the Housing Trust Fund Corporation's (HTFC) Office of Community Renewal (OCR) and funds a variety of activities across the State to expand the supply of decent, safe, and affordable housing for low and moderate- income families.

This Request For Applications (RFA) details the requirements for application for NYS HOME Homebuyer Development funds and explains the process by which applications will be evaluated. All information and materials required for application are posted on the NYS HOME Program website, NYS HOME Program | Homes and Community Renewal.

All areas of New York State are eligible, including other HOME Participating Jurisdictions.

2. AVAILABLE FUNDING

Approximately $10 million in Federal Fiscal Year (FFY) 2024 and prior year NYS HOME Program funds are available through this RFA.

This amount is an approximation for expected awards and the HTFC reserves the right to award all, more than identified, a portion of, or none of the available funds based upon funding availability, feasibility of the applications received, an applicant's ability to meet HTFC and HOME criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness.

3. ELIGIBLE APPLICANTS

Eligible applicants include not for profit housing developers with a preference for Community Housing Development Organizations (CHDOs).

A CHDO developer must be certified based on each project after award and prior to commitment of HOME funds and is a private not for profit, community-based organization that directly employs staff with the capacity to develop affordable housing for the community it serves. To qualify for designation as a CHDO, the organization must meet certain requirements pertaining to legal status, organizational structure, and capacity and experience. CHDO certification documents are located with application materials on the HOME Program website NYS HOME Program | Homes and Community Renewal.

To be eligible to apply, applicants must have been in existence for at least one year prior to application, providing recent and relevant residential housing services to the community.

All areas of New York State are eligible, including other HOME Participating Jurisdictions.

Applicants must be able to demonstrate a local market need for the proposed service area, experience and capacity to administer and complete the program in the contract term, and knowledge of HOME program regulations.

4. APPLICATION SUBMISSION DEADLINES

The application period opens Wednesday April 17, 2024. Applications will be accepted and awards made on a rolling basis through October 31, 2024 or until all funds are committed.

Application materials are available on the NYS Homes & Community Renewal website.

Applications and supporting documents must be submitted to HOMEProgram@hcr.ny.gov with the subject line "[HOME Homebuyer Development - PROJECT NAME (or ADDRESS)". Confirmation of receipt will be sent via a response to the email submission.

Submission of the full application constitutes formal consideration of the use of federal funds toward an activity. For that reason, it is critical that the applicant not commit or incur costs related to the project, regardless of funding source. This includes entering into contracts and acquiring property. If costs are incurred after submission of a full application but prior to completion of the environmental review requirements, the funding of the application is jeopardized.

5. ELIGIBLE ACTIVITY, FUNDING LIMITS, & PROJECT SPECIFIC REQUIREMENTS

HOME funds will be awarded to Homebuyer Development activities substantially rehabilitate or newly construct and sell single-family homes to HOME eligible buyers for projects of four (4) homes or less. Acquisition is allowed if associated with the proposed project.

New construction may include non-traditional or innovative models such as modular, manufactured housing, 3D printed housing, or other as approved.

Site control at application must be demonstrated through deed or executed purchase option.

Application submission constitutes formal consideration of the use of federal funds. Applications with pending purchases must not make choice limiting actions and any activity related to the proposed project should generally pause once the application is started waiting until after receipt of environmental review approval to complete the purchase.

The maximum for any single award is dependent upon per unit subsidy limits and number of units proposed. Awards are subject to HTFC underwriting and cost reasonableness. Limits are provided as guidelines but must be supported by sources, uses, scope of work, and cost verifications. HOME funds must be no more than needed to provide quality, affordable, and financially viable housing throughout the Period of Affordability (POA).

Max subsidy limits inclusive of developer fee are below:

Bedroom Size	HOME Subsidy Limit
2	$241,176
3+	$250,000

Funding will be provided as a 0% interest loan forgivable upon sale to a HOME eligible buyer which must occur within 9 months of construction completion.

Disbursements will be made on a cost incurred basis as construction progresses, given satisfactory site inspections.

A homebuyer must be determined by the developer eligible according to HOME regulations to include the following criteria subject to HTFC monitoring and approval:

- Total household income of less than 80% HOME Area Median Income (AMI)
- Live in the assisted unit as their primary residence for the Period Of Affordability (15 years)
- Complete homeownership counseling with a HUD certified Housing Counselor prior to purchase of the HOME assisted unit.
- Underwritten to meet 45% back-end/debt-to-income ratio and able to sustain ownership for the Period of Affordability.

The sales price must be established based on Fair Market Value (FMV) and cannot exceed 95 percent of the median purchase price for the area as published here HOME Homeownership Value Limits - HUD Exchange. The limits are subject to change annually.

Any project proceeds remaining after all unit sales must be returned to HTFC.

The home(s) must remain the buyer's primary residence throughout the POA of up to 15 years depending on the total HOME funds invested. The POA is enforced through a security instrument to be determined at contract execution to include a restrictive covenant/deed restriction. Sale to another HOME eligible buyer during the POA is allowed with an assumption of the security instruments and HOME requirements.

6. DEVELOPER FEE

The developer fee is capped at 15% of the development costs for not for profit developers and up to 17% for qualified CHDOs.

This excludes hard and soft cost contingencies and will be paid incrementally.

HTFC reserves the right to further negotiate the developer fee.

7. CONTRACT TERM

If awarded, the contract term shall not exceed 3 years.

Requests for further extensions to complete program activities will be limited and shall be at the sole discretion of HTFC. All awarded projects will be monitored for progress and HTFC reserves the right to rescind the award partially or in full if satisfactory progress cannot be demonstrated. Projects are expected to follow the schedule agreed upon as part of the contract. Non-compliance or failed projects require full recapture of funds.

If awarded, HTFC may, at its sole discretion, provide need-based awards to commit additional grant funds to existing contracts specifically for the continuance or expansion of eligible activities. Additional funds are subject to board approval.

8. GENERAL HOME REGULATIONS & REQUIREMENTS

Federal regulations set forth at 24 CFR Part 92 govern the NYS HOME Program eCFR :: 24 CFR Part 92 -- Home Investment Partnerships Program. The following is a list, though not exhaustive, of specific HOME regulations and other program requirements that apply to the NYS HOME Program. Applicants are expected to understand and comply with all governing regulations if awarded and will be monitored to ensure compliance. These requirements are further detailed in the HOME Homebuyer Development Administrative Plan here NYS HOME

Program | Homes and Community Renewal.

A. Income Limits

All homebuyers must be under 80% of area median income as defined by HUD HOME income limits here HOME Income Limits - HUD Exchange.

B. Homeownership Value Limits (Maximum purchase price or After rehab value)

The maximum sale price cannot exceed the HUD limits for the local jurisdiction at the time of commitment published here HOME Homeownership Value Limits - HUD Exchange subject to change annually.

C. Environmental Review

NYS HOME program is subject to the provisions of the National Environmental Policy Act (NEPA) Environmental Review - HUD Exchange and State Environmental Quality Review Act (SEQRA) State Environmental Quality Review Act (SEQRA) Basics | Department of State (ny.gov).

HTFC will assist awardees with the process and is the Responsible Entity for not for profit organizations.

Under no circumstances will the HTFC approve the release of funds for a project or activity where an approved environmental review was not conducted in advance, and in accordance with all applicable rules and regulations.

D. Smart Growth

The Housing Trust Fund Corporation is subject to the New York State Smart Growth Public Infrastructure Act (Chapter 433 of the Laws of 2010) and must, to the extent applicable, make funding decisions consistent with the provisions of the Act.

E. Lead Based Paint Regulations

HOME programs must comply with the lead-based paint requirements implemented at 24 CFR Part 35 Lead-Based Paint - HUD Exchange and About Lead-based Paint | HUD.gov / U.S. Department of Housing and Urban Development (HUD) and the EPA rule at 40 CFR 745.80. This regulation defines work practices that must be followed when managing lead-based paint in older structures and requirements to protect occupants and workers from lead-based paint hazards until lead hazard reduction work is completed.

Lead hazard evaluation and reduction activities for rehabilitation projects are determined by the level of federal assistance received by the project and the per unit evaluation of hard costs. Interim controls are required for projects assisted with less than $25,000 in Federal Funds. Projects assisted in excess of $25,000 in Federal funds are subject to abatement.

Under no circumstances will the HTFC approve the release of funds for a project or activity where lead safe practices and lead safe clearance were not conducted in accordance with all applicable rules and regulations.

F. Section 3 Requirements

Housing construction and rehabilitation projects as well as public works projects that receive more than $200,000 in HOME Investment Partnership Program (HOME), Community Development Block Grant (CDBG), federal Housing Trust Fund or other funding from the U.S. Department of Housing and Urban Development (HUD) must comply with Section 3 of the Housing and Urban Development Act of 1968 ("Section 3").

Section 3 requires that economic opportunities generated by HUD funds be prioritized for low-income individuals and the businesses that hire or are owned by them, particularly in the neighborhood surrounding the project. All entities involved in the Section 3 Project (the Recipient of the HUD funds, the General Contractor, other contractors, and subcontractors) must, to the greatest extent feasible, engage in efforts to achieve Section 3 goals and objectives.

Projects that trigger Section 3 will be required to report on these numbers mid-year and end-year as well as at project close-out.

More information and guidance on Section 3 compliance can be found in NYSHCR's Section 3 Policy Manual here Section 3 Compliance | Homes and Community Renewal (ny.gov).

G. Property Standards

Each property must have an identified scope cost verified by an engineer, architect, or other appropriate professional that will create a quality homeownership product.

All projects must ensure that housing is decent, safe, and sanitary as described in HOME regulations at 24 CFR 5.703 and meet all applicable New York State and/or Local Code, providing certification at project completion.

HCR Design and Sustainability Standards shall apply and will be monitored during project construction and verified at completion.

Standards are located here NYS HOME Program | Homes and Community Renewal.

H. Reasonable Accommodations and Modifications

HOME programs must be in compliance with the Fair Housing Act, Section 504, as applicable. Accommodations and modifications to address accessibility needs can and should be paid with HOME funds.

I. Equal Employment and Minority and Women Owned Business Participation

The HOME Program regulation at 24 CFR 92.351 (b) requires all HOME funded programs and projects to adopt affirmative marketing procedures and include, to the maximum extent feasible, minorities and women and entities owned by minorities and women to be provided employment and contracting opportunities funded by the HOME program.

If HOME Program Funds are combined with New York State funds in a program or project, then State requirements are triggered. Article 15-A of the State Executive Law requires that only State certified (as certified by Empire State Development Corporation) MWBEs shall be given the opportunity for meaningful participation in the performance of State-assisted contracts and to facilitate the award of a fair share of

State assisted contracts and subcontracts to such enterprises.

More information can be found here [Minority & Women's Business Development | Empire State Development (ny.gov)].

For federal HOME Program reporting purposes, all MWBEs (that meet the federal definition of business enterprises that are 51% minority or women owned) that have been hired to provide services for the NYS HOME Program contract must be reported on.

J. Non-Discrimination

No person in the United States shall, on the grounds of race, color, national origin, religion, or sex be excluded, denied benefits, or subjected to discrimination under any program funded in whole or in part by NYS HOME Program funds. Applicants are subject to all Federal and State fair housing and equal opportunity laws and orders, as referenced in 24 CFR Parts 92.350 and 92.351 to include: Title V of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), The Fair Housing Act (42 U.S.C. 3601-3620.), Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107). More information is located here Fair and Equitable Housing Office | Homes and Community Renewal (ny.gov)

K. Uniform Relocation Assistance

Most projects will be vacant at the time of rehabilitation therefore temporary relocation is unlikely, however the HOME Program is subject to an overall policy of minimizing displacement and is subject to the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974, as amended.

The HOME & CDBG Residential Anti displacement & Relocation Assistance Plan establishes the HCR/HTFC HOME Program policy to minimize displacement.
→HOME & CDBG Residential Anti displacement & Relocation Assistance Plan (Relocation Plan)

Permanent displacement is discouraged and is unlikely to occur with the activities covered in this administrative plan.

L. Affirmatively Furthering Fair Housing

The NYS HOME Program must comply with all federal, New York State, and local laws, executive orders and regulations pertaining to Fair Housing and Equal Opportunity. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- The Fair Housing Act (42 U.S.C. 3601-3620)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)
- Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107)
- New York State Human Rights Law (N.Y. Exec. Law 290 et seq.)
- New York State Criminal Conviction & Credit Individualized Assessment Policy

Programs are required to develop an Affirmative Marketing Plan that relies on local knowledge and decision making in order to determine the best strategies for compliance. This Plan will be reviewed for compliance during contract monitoring.

9. ADMINISTRATIVE PLANS

NYS HOME Homebuyer Development Administrative Plan describes the policies and procedures that developers must follow NYS HOME Program | Homes and Community Renewal. This plan should be reviewed prior to application to ensure the ability to comply with all state and federal regulations, deliver HOME eligible units upon completion, and expend funds within a 3-year contract term.

Policies and procedures contained in the Plan must be followed and will be enforceable along with all aspects of an awarded contract and Federal HOME Investment Partnership Program regulations at 24 CFR Part 92.

10. TECHNICAL ASSISTANCE

Applicants are encouraged to review the full Request for Applications, application instructions, and relevant program materials prior to beginning the application process. These materials provide essential information for composing application responses, guidance for completing the application and recommendations for troubleshooting common errors in preparing applications.

Applicants may request technical assistance by submitting questions via email to Homeprogram@hcr.ny.gov.

11. THRESHOLD ELIGIBILITY REVIEW

Applications must pass a basic threshold review. Applications that fail to meet the threshold criteria will not be reviewed further and will be deemed ineligible:

- Project must assist only single-family homes that will be sold to HOME eligible buyers.
- Project must be for 4 homes or less total.
- Per unit limits must not be exceeded
- Applicant must not have current or past unresolved performance, compliance, monitoring and/or audit issues with the OCR.
- Applicant must demonstrate at least one year experience providing recent and relevant residential housing services in the proposed service area.
- The Vendor Responsibility Questionnaire must indicate a not for profit applicant in good standing with no concerns that would prohibit funding the application.
- All certifications must be satisfactorily answered or an approved explanation provided.

12. APPLICATION REVIEW CRITERIA

Applications must outline a clear and organized plan for the proposed project, identify partners to support the project if needed, and demonstrate sufficient organizational capacity, experience, and resources to complete the proposed project in a timely, efficient, and effective manner.

Market Need

Evaluates the need for project activity in the proposed market area and ability to sell units to HOME eligible buyers within 9 months of construction completion. Assessments must be performed less than 12 months prior and based on current, reliable data.

Development Team Experience & Capacity

Evaluates the developer experience, capacity, and finances. Applicants must present examples of relevant, successful experience with prior recent development projects to include construction and qualification of HOME eligible buyers.

Project Readiness

Evaluates the proposed project schedule in relation to the proposed scope of work and necessary timelines for project approval and construction start to completion relative to HOME requirements. Evaluates any potential barriers that may impact the project timeline and the partnerships and formal referral systems in place to develop and maintain a pipeline of eligible homeowner participants.

Feasibility – Financial Plan and Leveraging

Measures the quality and completeness of the proposed project budget and the reasonableness of the costs relative to the proposed scope of work as well as any proposed leveraging of non-HOME funding sources. All necessary funding must be secured and committed at the time of application. Projected sales analysis and project schedule must be reasonable.

13. FUNDING CONSIDERATIONS, ALLOCATION PRIORITIES, & DISCLAIMERS

HTFC reserves the right to award all, more than identified, a portion of, or none of the available funds based upon funding availability, feasibility of the applications received, an applicant's ability to meet HTFC criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness. HTFC further reserves the right to review an application requesting funds as an application for funding under other programs for which the proposed activity is eligible, and to change or disallow aspects of the applications received.

Prior to applying, applicants should evaluate the progress of their open grant portfolio to consider capacity and determine if additional funds are warranted. Applicants should not apply if the proposed activities cannot be completed and funds cannot be expended within the 3-year contract term.

HTFC reserves the right to communicate with an applicant to address clerical and arithmetical errors and/or obtain clarification of information submitted with the application.

HTFC reserves the right to not issue an award or contract to any applicant that is not in compliance with existing contracts and has not taken satisfactory steps to remedy such non-compliance. Activities that commence prior to contract execution and environmental review risk being ineligible.

Applicants may be negatively impacted by prior unsatisfactory performance that indicates the inability to carry out the proposed project as required and according to the applicable laws, regulations, policies, and procedures governing the program.

HOME regulations require that fifteen percent (15%) of each annual allocation is reserved for Community Housing Development Organizations (CHDOs).

14. HTFC BOARD APPROVAL AND AWARD

Awards must be approved by the HTFC Board of Directors.

Award of funds does not confirm eligibility of all activities included in an application proposal, and HTFC reserves the right to change or disallow aspects of the applications received and may make such changes an expressed condition of its commitment to provide funding for proposed activities.

15. APPLICATION PROCESSING & OUTCOME

Eligibility Review – Applications are reviewed to confirm that threshold eligibility criteria are met. Applications that do not meet the criteria will not be reviewed in full and deemed ineligible.

Review and Underwriting – Applications are reviewed and underwritten based on HOME regulations and other criteria derived from federal and state regulatory and policy considerations of the project.

Award/Non-Award Notification – Applicants will receive an email with the final status of an application as follows:
Award - Selected for Funding, or
Non-Award - Not Selected for Funding

Applicants not awarded may resubmit revised applications given funding is available and assuming no circumstance make the application ineligible.

16. CONTRACT REQUIREMENTS AND EXECUTION

HOME applicants selected for funding may be asked to revise parts of the original application prior to or in conjunction with the issuance of a contract. Contract expenditures cannot be made, nor activities started until all required documents are executed and environmental reviews are completed.

As a condition of the award of NYS HOME program funds, awardees are required to obtain and maintain proper insurance and fidelity bonds. During the term of the contract, the awardee shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the awardee, contractors and subcontractors, and any other persons.

Awardees must provide proof of:

- Comprehensive general liability coverage in a minimum amount of one million dollars ($1,000,000) naming the HTFC and the State of New York as additional insured
- Fidelity/crime coverage in an amount not less than the largest anticipated disbursement request for program funds naming the HTFC as loss payee
- Automobile insurance
- Workers' compensation and disability benefits

All insurance certificates shall be with a New York State licensed carrier.

Awardees should anticipate that certain regulatory requirements and administrative guidance will change or be clarified during the contract term. For example, HUD has deferred the implementation of new property standard requirements for the HOME Program. These new requirements are applicable to any project with a commitment after the effective date of the new requirements as may be announced by HUD.

For inquiries regarding this RFA, please email Homeprogram@hcr.ny.gov.

HTFC reserves the right to waive any requirement contained in this RFA or revise the terms of this RFA as needed.

GREATER SYRACUSE
LAND BANK

May 10, 2024

Crystal Loffler
President, Office of Community Renewal
New York State Homes & Community Renewal
38-40 State Street, Hampton Plaza, 4th Floor South
Albany, NY 12207
Delivered via email: Crystal.Loffler@hcr.ny.gov

Ms. Loffler,

I am writing to respectfully request an increase of $864,150 in our LBI Phase II contract. The previously awarded $1,800,000 is fully allocated and will be completely spent by June 30, 2024, exceeding the number of deliverables required by our contract (40/36 demolitions and 11/9 stabilizations). Please see attached project commitment log.

This request will fund an additional 14 demolitions of blighted and hazardous structures (averaging $32,000 each), 5 stabilizations (averaging $75,000 each), and a 5% program delivery fee, all of which will be completed by the end of our current contract term – 12/1/24.

14 demolitions, in addition to those we've already completed with LBI, will remain below the 1.25-acre soil-disturbance threshold that would require additional programmatic environmental review. Our demolition contractors can each complete at least two demolitions per week, and we have three qualified demolition contractors who routinely bid on our jobs. We can get the five stabilizations out to bid as soon as possible and enter into contracts for that work in June.

	#	unit cost	subtotal
demolitions	14	$ 32,000	$ 448,000
stabilizations	5	$ 75,000	$ 375,000
program delivery	5%		$ 41,150
		total	$ 864,150

Please let me know if you need any additional information to evaluate our request.

Sincerely,

Katelyn Wright

Katelyn Wright
Executive Director

New York State Homes and Community Renewal

NYS Land Bank Initiative
CrossMod Pilot Program

2024 Request for Applications

I. OVERVIEW

The NYS Fiscal Year 2022-23 Budget appropriated $50 million for services and expenses of Land Banks. The Housing Trust Fund Corporation (HTFC), under the umbrella of NYS Homes & Community Renewal (HCR), through its Office of Community Renewal (OCR) have committed funds through two rounds of funding, and additional funding remains uncommitted.

HTFC seeks new opportunities and innovative approaches for increasing the availability of affordable homeownership opportunities in communities throughout New York State. In light of the convergence of rising interest rates, a reduction in the number of quality homes listed for private sale, and sharp increases in costs of developing new single-family housing for purchase, there is a significant need for new and innovative pathways for creating affordable homeownership opportunities.

Through this Request for Applications HTFC intends to select up to three (3) Land Banks to participate in a pilot program to test the viability of siting Crossover Modern Homes (CrossMods) within the Land Banks' service areas. CrossMods are a relatively new type of manufactured home that are built to resemble stick-built housing but have the potential to significantly reduce per unit development costs. Reference: https://mhinsider.com/introduction-crossmod-homes/

This pilot program is intended to offer selected Land Banks an opportunity to determine if new types of manufactured housing present a viable opportunity to add new units on existing vacant lots at a cost that will reduce the need for excessive government subsidy.

The Land Bank applicants selected through this RFA will work collaboratively with HCR to procure a Cross Mod developer who will build and deliver the homes to each of the three pilot municipalities.

II. FUNDING

A. Eligible Applicants

To be eligible for participation in this pilot, Land Banks must:

- Be a legally designated Land Bank in New York State formed under the New York State Land Bank Act of 2011 (Article 16 of the Not-for-Profit Corporation law).

- Provide evidence of site control for proposed infill locations for a CrossMod.
  - Densely developed neighborhoods are preferred.
  - Land Bank must present multiple sites in close proximity for consideration.
  - Sites should accommodate approx. 1500 sq. ft. single family home.

- Present evidence of active communication and partnership with local municipal offices (planning, zoning, code) to allow for approval for CrossMod installation. Specifically:
  - Review and comparison of HUD code for manufactured homes & CrossMods and State/local building codes.
  - Research and consideration of architectural style of CrossMods currently manufactured.

- Present significant progress on commitment and/or expending existing Land Bank Initiative awards.

B. Funding

The Land Banks selected for participation will receive Land Bank Initiative grant awards to fully fund the purchase and installation of a CrossMod home for resale to a low- to moderate-income homebuyer. Costs and award amounts will be determined via a subsequent procurement coordinated by HTFC to identify qualified vendors.

III. APPLICATION & AWARD PROCESS

A. How to Apply

An application will be available on the NYS Homes and Community Renewal website on April 25, 2024: https://hcr.ny.gov/land-bank-initiative

HCR may also revise this RFA as necessary after issuance.

1. Contents of Application

   The Application is made available as a multi-tab Excel workbook. Application must be submitted in the Excel format provided with attachments.

   A complete application package must be submitted, incomplete or piecemeal submissions will not be accepted.

2. Submitting the Application

   The complete application package must be emailed to TargetedPrograms@hcr.ny.gov. Include *"LBI CrossMod Pilot RFA"* in the email subject line.

3. Application Deadline

   Complete application package must be submitted by email no later than June 7, 2024, 4:00 PM, EST.

4. Application Costs and Materials

   HCR and HTFC will not be held liable for any cost incurred by the applicant for work performed in the preparation, production, or submission of an application in response to this RFA. All application materials and information submitted as part of the application shall become the property of HTFC.

B. Threshold Eligibility Review

Incomplete applications and those that do not meet eligibility requirements may be deemed ineligible and rejected.

- Completeness
  All required forms and attachments are submitted.

- Programmatic
  Application meets general applicant eligibility requirements.

C. Application Review and Criteria

Applications that meet all threshold eligibility review requirements will be scored and ranked competitively using the following review criteria related to organizational capacity and readiness.

1. Need & Impact

- Application explains the need for affordable housing units in the identified area and describes why public investment is required.

- A strategic approach is articulated, and application includes clear explanations of the anticipated impacts of participation in this pilot program.

2. Local Support

- Land Bank documents active collaboration on local planning, community renewal and revitalization efforts with other stakeholders.

- Firm evidence of local support and advance coordination with municipal officials is provided. Documentation must be attached with application and specifically describe:
  - Meetings and discussion related to pilot program;
  - Acknowledgment of HUD code used in CrossMod design and manufacturing;
  - Progress made, and plans for addressing any obstacles for local code/planning approvals.

3. Capacity & Readiness

- Land Bank has conducted research and identified multiple options for sites to consider for siting a CrossMod. The Land Bank acknowledges architectural style and HUD building code used in CrossMods currently manufactured and has taken steps to confirm that sites will be able to secure necessary local approvals for siting of CrossMod.

- Land Bank presents examples of relevant development experience.

- Staffing plan supports adequate capacity and team with relevant experience for participation in pilot program.

D. Application Status Notification

Applicants will receive one of the notifications below in response to an application:

- Ineligible: Application presents incomplete proposal or ineligible activities. Applicant may be provided an opportunity to remedy incomplete application if HCR identifies administrative errors.
- Non-Award Notification: Application presents a non-competitive proposal or activities are not feasible and will not receive an award under this RFA.
- Preliminary Award Notification: Application presents a complete, eligible, competitive and feasible proposal.

E. Award Recommendations and Board Approval

HTFC will determine the number of awards granted and dollar amount of awards recommended based on available funding, proposal quality and feasibility as determined by the review and rating of an application as described above. Recommendations are advanced to the Housing Trust Fund Corporation Board for consideration and the funding award must be approved by the Board prior to award and execution of a grant agreement.

F. General Application and Award Provisions

- HTFC reserves the right to communicate with an applicant for the purpose of addressing clerical and arithmetical errors in applications.

- HTFC reserves the right not to issue an award or contract to any applicant if it has been determined that the applicant is not in compliance with existing contracts and has not taken satisfactory steps to remedy such non-compliance. Activities that commence prior to contract execution and environmental review will not be eligible for reimbursement.

- HTFC reserves the right to award all, more than identified, a portion of, or none of the available funds based upon funding availability, feasibility of the applications received, the competitiveness of the applications, an applicant's ability to meet HTFC criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness. HTFC reserves the right to award all, a portion of, or none of the application's requested amount, and further reserves the right to review an application requesting funds as an application for funding under other programs for which the proposed activity is eligible, and to change or disallow aspects of the applications received.

- HTFC reserves the right to waive any requirement contained in this RFA or revise the terms of this RFA as needed.

- Award of funds does not confirm eligibility of all activities included in an application proposal, and HTFC reserves the right to change or disallow aspects of the applications received and may make such changes an expressed condition of its commitment to provide funding for proposed activities.

IV. Regulations, Guidance & Applicant Obligations

A. Contract Term

Upon approval of funding from HTFC a twenty-four-month grant agreement will be provided. HTFC reserves the option to amend or extend the term.

B. Regulatory Requirements

Proceeds from sale of homes may be retained by Land Banks to fund additional infill home development and construction. Assisted properties must comply with regulatory restrictions and record security instruments as required by HTFC.

C. Equal Employment Opportunity/Minority and Women Owned Business; Service-Disabled Veteran-Owned Businesses

All awardees must submit a Minority/Women-Owned Business Enterprise (M/WBE) Utilization Plan that is acceptable to HCR. Awardees are required to make affirmative efforts to ensure that New York State Certified M/WBE's are afforded opportunities for meaningful participation in activities funded by HTFC. Further, all contractors and awardees must conduct good faith outreach efforts to solicit the participation of NYS-Certified Service-Disabled Veteran-Owned Businesses (SDVOBs) in HTFC financed activities. Enterprises and Businesses certified by New York City or any entity other than New York State do not satisfy this requirement. Additional information can be found at: https://hcr.ny.gov/deco

D. Environmental Review

Prior to the formal commitment or expenditure funds, the environmental effects of each program activity must be assessed in accordance with the State Environmental Quality Review Act ("SEQRA") at 6 NYCRR Part 617.

Applicants are hereby advised that after submission of an application:

- No work may be undertaken including site acquisition, contracts for services, demolition and any other site disturbance beyond investigation or testing activities, until an award is made, and HCR's Environmental Analysis Unit has completed an environmental review and issued an environmental clearance letter to the Applicant.

- To receive Environmental Clearance and approval to proceed, activities & sites will require review and approval by the State Historic Preservation Office, review of location related to floodplains, coastal zone and agricultural districts and compliance with related requirements, confirmation of local zoning approvals, lead based paint and asbestos testing and clearance, and site contamination review.

V. Application Questions & Technical Assistance

Direct questions related to the Land Bank Initiative CrossMod Pilot to TargetedPrograms@hcr.ny.gov and include "LBI CrossMod RFA" in the subject line.