

Vacant Property Review Committee
November 13, 2018

VACANT PROPERTY REVIEW COMMITTEE

Room 402, Caucus Room
Philadelphia, Pennsylvania
Tuesday, November 13, 2018
10:41 a.m.

PRESENT:

SUSIE JARMON, OHCD - CHAIRWOMAN
LINDA MEDLEY, LAW DEPARTMENT
LARRY PADILLA, PRA
GARRETT O'DWYER, PACDC
DEB CUNINGHAM, PUBLIC PROPERTY
ANGEL RODRIGUEZ, LAND BANK
KEVIN HUNTER, PLANNING
MARK DODDS, OHCD
CAROLYN PLACKE, LISC
JAMETTA JOHNSON, PHA

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2 CHAIRMAN JARMON: Good morning. This is
3 VPRC, we are going to get started. My name is
4 Susie Jarmon.

5 Are there any attorneys in the room?

6 (Raised hands.)

7 CHAIRMAN JARMON: Want to come up?

8 (Applicant approached podium.)

9 CHAIRMAN JARMON: State your name for
10 the record.

11 MR. DUFFY: Yes. My name is gregory
12 Duffy. I'm an attorney at Duane Morris
13 representing the Gardens Trust.

14 CHAIRMAN JARMON: This is for the 1329
15 South 15th Street?

16 MR. DUFFY: That's correct.

17 CHAIRMAN JARMON: It's on page 3.

18 MR. DUFFY: Neighborhood Garden Trust is
19 a land trust, non-profit land trust operating in
20 the City of Philadelphia for decades now.
21 Currently, it owns and preserves over 40
22 community gardens in the City. We are
23 requesting a conveyance for nominal
24 consideration of the 15th Street Community

1 Garden, which is located at 1329 South 15th
2 Street. There will be conveyance for nominal
3 consideration at NGT. It's a community garden
4 operating for over 20 years in the City. We
5 have here in the audience Latonya, who is
6 actually the daughter of the founding -- the
7 founder. I am happy they were here to join us.
8 If anyone would like to see photographs, we do
9 have them to share.

10 CHAIRMAN JARMON: No, we are good.

11 Are there any questions from the
12 Committee?

13 (No questions.)

14 Can I get a recommendation?

15 MR. RODRIGUEZ: So moved.

16 MR. O'DWYER: Second.

17 CHAIRMAN JARMON: All in favor?

18 (Ayes.)

19 CHAIRMAN JARMON: Any opposed?

20 (No opposition.)

21 CHAIRMAN JARMON: Thank you.

22 Attorneys, come up.

23 (Applicant approached podium.)

24 CHAIRMAN JARMON: Good morning.

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1 State your name for the record.

2 MR. CAREY: Robert Carey, attorney for
3 1303 North Newkirk.

4 MR. O'DWYER: It's on page 7.

5 CHAIRMAN JARMON: Thank you.

6 You are here requesting a release of the
7 restrictions? This was a property that was
8 transferred to PHDC and then out to the
9 applicant.

10 Are there any questions?

11 MR. O'DWYER: Move that we issue the
12 certificate of completion.

13 MR. PADILLA: Second.

14 CHAIRMAN JARMON: All in favor?

15 (Ayes.)

16 CHAIRMAN JARMON: Any opposed?

17 (No opposition.)

18 CHAIRMAN JARMON: Thank you, sir.

19 MR. CAREY: One thing I would like to
20 ask, is there a way for me to be able to
21 expedite the signature? The sale has been
22 pending. It was supposed to have been scheduled
23 last month. It's costing my client every time
24 he has -- the money is getting more expensive.

1 So, it's costing everybody to keep this rate.
2 If there is some way to do that, that would be
3 super.

4 CHAIRMAN JARMON: Yes.

5 MR. CAREY: Thank you very much.

6 CHAIRMAN JARMON: Attorneys?

7 (Applicant approached podium.)

8 MR. TUCHINSKY: Good morning, Ms. Jarmon
9 Demetri Tuchinsky. I am here representing the
10 seller of the property. And this relates to
11 1843 East hazard Street. And we are asking for
12 removal of conditions.

13 CHAIRMAN JARMON: This is on page 5. He
14 was here last month.

15 MR. TUCHINSKY: Correct. With your
16 permission, I would like to invite seller's
17 representative and buyer's representative, as
18 well. I did not have authority to speak last
19 month.

20 So again, just to frame this up, this is
21 a relative of recent conveyance to Mr. Swanson
22 who has been taking care of property, this
23 property, for over 40 years. Unfortunately, his
24 health has significantly deteriorated. He is

1 hoping to develop it and develop it with the
2 buyer on this agreement. The agreement has
3 changed from last time. And again, we are
4 asking the Committee to consider waiving the
5 restrictions and the conditions in the deed.

6 CHAIRMAN JARMON: This was a property
7 that was transferred as a gift to Mr. Swanson.

8 Are there any questions from the
9 Committee?

10 MR. O'DWYER: It being transferred as a
11 gift, there were no restrictions on it?

12 MS. CUNNINGHAM: Just regular five
13 restrictions.

14 MR. TUCHINSKY: Like to emphasize for
15 the Committee, and I am hoping to present the
16 witness who can present clearly with personal
17 knowledge on it. Again, yes, this was a gift.
18 Mr. Swanson -- in the background Mr. Swanson has
19 been taking care of this property for over 40
20 year. The Pennsylvania law recognizes that
21 after 21 years, the property is your own under
22 adverse possession.

23 MS. CUNNINGHAM: Not City property.

24 MR. TUCHINSKY: There is an exception.

1 And this is all done.

2 MS. CUNNINGHAM: There is recent opinion
3 that says that if the City acquired it by
4 sheriff sale, it cannot adversely possess.

5 MR. TUCHINSKY: We recognize that. We
6 are asking for that to be taken into account by
7 the Committee as one of the factors.

8 MR. RODRIGUEZ: How is that germane? If
9 we are not contesting that the property is
10 granted as a gift, how would adverse
11 possession --

12 MR. TUCHINSKY: We're not.

13 MR. RODRIGUEZ: My point is, why is that
14 germane to the fact of the matter is we gifted
15 the property. Our issues is that there are
16 restrictions on the deed. That is the only
17 thing at issue here.

18 MS. CUNNINGHAM: How has the agreement
19 of sale changed so drastically in the last
20 month? The original one was for \$70,000 and now
21 it's for 11,500.

22 MS. WILLIAMS: My name is Evelyn
23 Williams. The original developer, he no longer
24 wanted to pay the price. Mr. Swanson went with

1 the better deal.

2 MR. TUCHINSKY: It just -- I think
3 Mr. Swanson now actually wants to be involved in
4 the development. The buyer's representative is
5 here with me. He can speak personally to it.
6 Mr. Swanson after taking care of the property
7 for 40 years, he really wants to see it be
8 developed and come to fruition. And again, the
9 buyer can speak personally.

10 But the buyer is willing to make the
11 promise and ensure that -- to take Mr. Swanson's
12 comfort and interest into account.

13 MR. FIELDS: Hello. My name is Halan
14 Fields. I represent the buyer.

15 CHAIRMAN JARMON: The buyer is?

16 MR. FIELDS: World Investment.

17 MR. O'DWYER: Does Mr. Swanson have an
18 equity stake in the development? Or you said he
19 wants to be involved in the development? Was
20 does that mean?

21 MR. TUCHINSKY: There is no equity
22 development. But he wants to make sure whatever
23 is happening next door doesn't significantly
24 have an adverse effect on his comfort because he

1 will be staying on the property and staying
2 there for the remainder of his years.

3 CHAIRMAN JARMON: Any further questions?
4 Recommendation?

5 MR. TUCHINSKY: And so, the only -- if I
6 may, Ms. Jarmon, my only point is we would ask
7 that if the Committee is willing to consider
8 these mitigating factors and circumstances, we
9 would ask to be waived. If not, again,
10 Mr. Swanson's health really has deteriorated.
11 It's not going to change.

12 And so, if the Committee is not willing
13 in the alternative to vote for it, we would ask
14 for an arrangement where the City gets a part of
15 the consideration and Mr. Swanson gets a part of
16 the consideration.

17 MS. CUNNINGHAM: The restrictions allow
18 for Mr. Swanson to get 15 percent of the profit
19 after costs if he sells it within the five-year
20 time period. The rest would be remitted to the
21 City.

22 MS. WILLIAMS: They explained it to us
23 differently.

24 MS. CUNNINGHAM: Who is "they"?

1 MS. WILLIAMS: The City when they came
2 to the house to fill out the paperwork for the
3 deed of the land. I guess Mr. Swanson paid a
4 dollar for the property way back some years ago,
5 but never, you know, proceeded with giving the
6 deeds and everything. And when I started taking
7 care of him three years ago, I'm like, do you
8 have the deeds for the property? He's like, no,
9 I never did that.

10 So, we went to get the paperwork. And
11 it came out to the house --

12 CHAIRMAN JARMON: It was a long time.

13 MS. CUNNINGHAM: They paid for it?

14 MS. WILLIAMS: They said he had to pay
15 15 percent. If he was to sell the property --

16 CHAIRMAN JARMON: Yeah, that's what is
17 in the deed, the restriction she's speaking of.

18 MR. TUCHINSKY: That is --

19 MS. CUNNINGHAM: The restriction says
20 that you cannot sell it for more than
21 15 percent.

22 MS. WILLIAMS: Of what you paid for it.

23 MS. MEDLEY: Plus improvements.

24 MS. CUNNINGHAM: And he paid zero.

1 MR. TUCHINSKY: The only point I would
2 like to make is at the last meeting, this was a
3 great point. I apologize for not emphasizing it
4 earlier. I think we discussed it briefly during
5 last month's meeting.

6 Even though this deed is dated 2017, my
7 understanding is based on my client's
8 information is that this really was effect
9 conveyed and executed, at least intention was a
10 while ago. And so, it was just documented
11 recently. So it's been more than -- it looks --

12 MS. WILLIAMS: He said it's been, like,
13 20 year since he signed that paper and paid the
14 fee. And he said he never -- he doesn't pay
15 attention to things. And I'm like, well, did
16 you get any proof that you own that? He's like,
17 no. So with my help, I taught him that you have
18 to get a deed. You have to show that you own
19 something before you can say you own it. And
20 that's how this all came about. And he paid the
21 400-something dollars.

22 MS. CUNNINGHAM: Those were closing
23 costs.

24 CHAIRMAN JARMON: You talking about

1 recent settlement?

2 MS. WILLIAMS: He had no idea it was
3 more to than just paying --

4 MS. CUNNINGHAM: In the interim, he
5 thought he owned it, but he didn't own it. Is
6 that correct?

7 MS. WILLIAMS: Right.

8 MS. CUNNINGHAM: But he wasn't paying
9 taxes on.

10 MS. WILLIAMS: He has a rose bush there.

11 MS. CUNNINGHAM: He hasn't paid taxes on
12 it because wasn't a tax --

13 MS. WILLIAMS: He thought it was
14 included in his property because of the dollar
15 that he paid some years ago I guess.

16 CHAIRMAN JARMON: I'm not really aware
17 of the dollar that he paid. But I know that
18 Mr. Swanson had been maintaining this lot for
19 several years.

20 MR. HUNTER: Do we have documentation
21 that he had tried to acquire the lot and just
22 did not?

23 CHAIRMAN JARMON: I think we have
24 applications in the file, old applications.

1 That's why he was able to get it for a dollar at
2 this time because he was an old applicant.

3 Your request is the removal of the
4 restrictions and permission to sell. That's
5 your request here?

6 MR. TUCHINSKY: Yes.

7 CHAIRMAN JARMON: Are there any further
8 questions?

9 Can I get a recommendation?

10 MR. PADILLA: The purchase price is
11 31,500?

12 CHAIRMAN JARMON: No, it's 11,000.

13 MS. CUNNINGHAM: So, is there a title
14 company handling the transaction?

15 MR. TUCHINSKY: Absolutely.

16 MS. CUNNINGHAM: We're going to need a
17 settlement sheet with that purchase price on it
18 before we can agree to that. So, it's going to
19 be continued I think.

20 MR. TUCHINSKY: Can we request -- I
21 think that's -- unless you object, I think
22 that's an absolutely reasonable fair request.
23 And so, I believe my recommendation to
24 absolutely except and provide all documentation.

1 If we can just make and approval contingent on
2 that.

3 MR. O'DWYER: Would the buyer be willing
4 to accept the extension of conditions of those
5 deed conditions?

6 MR. TUCHINSKY: Can I have a moment?

7 MS. CUNNINGHAM: Sure.

8 MR. TUCHINSKY: The only condition is
9 providing the paperwork to the Committee?

10 MS. CUNNINGHAM: No. The deed
11 restrictions in the deed.

12 MR. TUCHINSKY: No. It's just -- we
13 spoke about it. It's too much risk. These
14 conditions are very broad and very so -- but I
15 believe the buyer and both parties would be
16 happy to share any and all paperwork. It would
17 be absolutely handled through title company.
18 And there would be title insurance, as well. It
19 just -- we need to take that exception.

20 MR. PADILLA: Basically, they are
21 committing some sort of exception of the five
22 years because of maintaining it for 20.

23 MS. CUNNINGHAM: That's the question.
24 That's the ask.

1 MR. RODRIGUEZ: This is a recent
2 picture?

3 CHAIRMAN JARMON: That's on the gate.

4 MR. PADILLA: What does the new buyer
5 intend to do with the property?

6 MR. FIELDS: Pretty much planning to
7 build on the land and live in it.

8 MR. PADILLA: Build what?

9 MR. FIELDS: A house.

10 MR. PADILLA: Single family?

11 MR. FIELDS: Single family, correct.

12 MR. TUCHINSKY: That was a part of the
13 consideration. Mr. Swanson wants to see the
14 character. He wants to see it come about.
15 Doesn't want to see the character change.

16 CHAIRMAN JARMON: Recommendation?

17 MR. O'DWYER: All other things aside, I
18 have deep concerns about we only transferred
19 this a year ago. And you're requesting that the
20 City give up all interest in the property and
21 ability to make sure that it's maintained or
22 that things are done as promised.

23 At the moment, according to the picture
24 we have, the lot isn't even being maintained.

1 It's just --

2 CHAIRMAN JARMON: I think --

3 MR. O'DWYER: The fence.

4 MS. WILLIAMS: That is only like that
5 because they cut the tree down. And the tree
6 fell on the fence. It's been -- he pays
7 somebody out of pocket every month to take care
8 of it.

9 MR. TUCHINSKY: I will also say the
10 weeds are being maintained. They were cut.

11 MS. WILLIAMS: There is no grass. There
12 has never been clutter. Like I said, he had a
13 prize winning, the whole backside was rose bush.
14 He cherished that yard. It's not just a piece
15 of --

16 MR. TUCHINSKY: One of the reasons he's
17 selling it, it's not because he wants to
18 exclusively profit. His health has
19 significantly deteriorated. Yes, he's unable to
20 do some of the things he's done for the last 20
21 years.

22 CHAIRMAN JARMON: Can I get a
23 recommendation?

24 MR. PADILLA: Can the first two

1 conditions be transferred to the new purchaser?

2 Because they are redeveloping.

3 MS. CUNNINGHAM: Can we just three and
4 transfer two if they agree to it?

5 MR. PADILLA: I mean, that would be part
6 of --

7 MS. MEDLEY: That's an option.

8 MS. CUNNINGHAM: Sure.

9 MR. PADILLA: Then he still only due
10 15 percent.

11 MS. MEDLEY: The Committee can decide to
12 release some of the restrictions, and you can
13 choose which ones. It's usually -- I would
14 imagine the land be developed, so you can leave
15 A and B which is that has to be developed over a
16 year and that it's in conformance with the
17 comprehensive --

18 MR. RODRIGUEZ: Are you -- do you
19 understand what we are discussing?

20 MR. TUCHINSKY: Not precisely.

21 MR. RODRIGUEZ: There are five
22 restrictions currently on the property.

23 MR. TUCHINSKY: Correct.

24 MR. RODRIGUEZ: Committee is considering

1 conveying it to the new owner with two
2 restrictions.

3 MR. TUCHINSKY: Which ones.

4 MR. RODRIGUEZ: To build on the property
5 within a year, which gives you -- which would
6 give you twelve months to start your
7 construction, right, after you go to settlement
8 and then you have to build it within the
9 municipal rules and regulations.

10 MR. TUCHINSKY: Of course.

11 MR. RODRIGUEZ: What we don't want is
12 where he gets the property and also it's a flip.

13 CHAIRMAN JARMON: Are you going to be
14 able to develop in a year? That's the question.

15 MR. TUCHINSKY: Are you going to be able
16 to develop in a year?

17 CHAIRMAN JARMON: At least start the
18 development.

19 MR. FIELDS: I can start in the year
20 yes.

21 MR. TUCHINSKY: If -- I think the
22 intention is absolutely to start developing it
23 within the year. But some things are outside of
24 our control. Would the City consider instead,

1 you know, splitting the considerations. The
2 City also benefits as part of it and just make
3 it simpler?

4 MS. CUNNINGHAM: He's offering half of
5 it.

6 MR. O'DWYER: Half the sale price.

7 MS. CUNNINGHAM: To release all of the
8 restrictions.

9 MR. TUCHINSKY: I mean, if we keep the
10 restriction, the reality of the situation is
11 financing is inhibited. Lot more to get
12 construction financing, things are happening.
13 Absolutely, this costs money. When the buyer
14 acquires it, it's going to be right away. Taxes
15 are paid. Things are maintained.

16 So, it costs them money to hold it. At
17 the same time, things happen. And so, this
18 restriction will make it significantly more
19 difficult to develop.

20 MS. JOHNSON: You can come back for an
21 extension if you can't develop it within the
22 time frame.

23 MS. MEDLEY: In terms of financing, what
24 the City often does is enter into subordination

1 agreement with the bank and the person who is
2 developing. So that -- banks are okay with
3 that. If they are concerned with financing and
4 having restrictions, you know, hinder that, that
5 wouldn't be an issue.

6 MR. TUCHINSKY: Just to clarify, again,
7 I know I am probably repeating myself. All the
8 restrictions would be removed except that the
9 buyer must --

10 MS. CUNNINGHAM: Except for letters A
11 and B.

12 CHAIRMAN JARMON: Do you need a minute
13 to think about it? Let me take someone else.

14 - - -

15 (At this time, a discussion was held off
16 the record.)

17 - - -

18 MR. TUCHINSKY: I apologize. All of the
19 taxes are not paid. All of that would be paid
20 at closing.

21 MS. CUNNINGHAM: If Mr. Swanson received
22 15 percent of the proceeds, once he paid the
23 taxes and the transfer taxes, the real estate
24 taxes owing from 2018 and the transfer taxes,

1 there is not going to be much left.

2 MR. TUCHINSKY: I guess we should
3 clarify. My understanding was just now that if
4 these conditions stay, then Mr. Swanson gets a
5 hundred percent of the consideration.

6 MS. CUNNINGHAM: That's the offer.

7 CHAIRMAN JARMON: If the two
8 restrictions stay on, they are willing to
9 take --

10 MS. MEDLEY: I think it's always, what I
11 believe, is to at least have that they are
12 going -- restriction which I think is B to
13 develop it within a year. That's going to stay
14 regardless. I think that's the offer or the
15 proposal, I should say. And then I think it's
16 with regards to the other one who can release
17 those if they pay.

18 MS. CUNNINGHAM: Yes.

19 MS. MEDLEY: That is what the Committee
20 is recommending.

21 MS. JOHNSON: Pay what?

22 MS. CUNNINGHAM: If they pay 85 percent
23 of the proceeds to the City.

24 MR. O'DWYER: Just to clarify here. The

1 two options on the table, as I understand them
2 are, one, all the restrictions are removed and
3 Mr. Swanson gets only 15 percent of his sale
4 price. The other option is that some of the
5 restrictions stay on. And the -- and
6 Mr. Swanson gets the balance of the sale price?

7 Are those what the Committee is
8 offering? Or what -- just so they are very
9 clear.

10 MS. MEDLEY: Right.

11 MR. O'DWYER: What are we suggesting?

12 MS. CUNNINGHAM: No, I don't think so.

13 I think Restriction B has to stay regardless of
14 whether or not Mr. Swanson gives us a portion of
15 the proceeds.

16 MR. TUCHINSKY: And we would ask that
17 Mr. Swanson receive the entire 11,500
18 consideration and the restrictions will stay.
19 But however, Mr. Swanson will pay all the taxes,
20 everything that is assessed on this property at
21 closing.

22 - - -

23 (At this time, a discussion was held off
24 the record.)

1 - - -

2 MR. TUCHINSKY: We would ask after
3 taking care of this property for 40 years,
4 Mr. Swanson keep everything and pay unpaid taxes
5 and keep this consideration.

6 MS. CUNNINGHAM: We're going to have to
7 agree to disagree that he took care of the
8 property. Because taking care of the property
9 includes paying the taxes, and he did not do.

10 MR. TUCHINSKY: It will be done.

11 MS. CUNNINGHAM: For those 40 years he
12 took care of the property, he didn't because he
13 didn't pay the taxes. We will have to agree to
14 disagree that he took care of the property.

15 MR. TUCHINSKY: Understood. Again, I
16 would just to clarify again --

17 MS. CUNNINGHAM: We understand.

18 MR. TUCHINSKY: We request that --
19 again, it's all subject to my --

20 MR. RODRIGUEZ: Madam Chair, I think in
21 the best interest of time and for the gallery
22 that we not try to encourage a contract here and
23 table that. And actually, we have two proposals
24 on the table from the Committee and we negotiate

1 offline or after this and come bring it back to
2 the Committee.

3 MR. PADILLA: I second whatever our
4 alternatives we come up with.

5 MR. RODRIGUEZ: Just to be clear, we
6 have it in the transcript, what are the two
7 proposals. Proposal one is?

8 MS. CUNNINGHAM: Proposal one is to
9 remit 85 percent of the proceeds to the City.
10 And restrictions -- Restriction B would remain
11 on the property.

12 Proposal two is -- I'm not really sure.
13 The second proposal was your counterproposal to
14 remit none of the proceeds and to remove all of
15 the restrictions. Is that correct?

16 MR. TUCHINSKY: No. No. Restrictions
17 stays.

18 MR. RODRIGUEZ: All five or just the
19 two.

20 MR. TUCHINSKY: Just the two, A and B.
21 And all the back taxes are paid at closing and
22 Mr. Swanson provides all of the settlement
23 documents to the Committee.

24 MR. O'DWYER: Can I ask a clarifying

1 question about your first proposal? Generally,
2 if there is a side yard -- and I know this
3 wasn't a side yard but a gift property. Side
4 yards, when somebody sells when five years are
5 up, whatever the constraints were when that
6 property was sold, whether self-amortizing
7 mortgage or 50 percent, if it satisfies that,
8 that would take off the deed.

9 In this case, if they in option A where
10 he only get 15 percent, why would they --

11 MS. CUNNINGHAM: The thought was that
12 they were going to make it part of their
13 property and consolidate the property.

14 MR. RODRIGUEZ: There is a caveat to
15 side yards. After meeting sales price on block
16 is below 75,000 then you are able to do a
17 dollar. If it's above that, there is a mortgage
18 placed on at the current value of the property.
19 In which case, if the person was getting the
20 side yard, the sides to convey, they have to pay
21 us the full value, fair market value. There is
22 a big difference.

23 These stipulations would not be at the
24 time we did the gift. We have the two

1 proposals. I move that we table it.

2 MR. TUCHINSKY: If I could just add a
3 third one to it, if the City gets 50 percent of
4 all the proceeds of the sale, taxes are paid,
5 everything is paid and the conditions are
6 removed.

7 MR. RODRIGUEZ: It's reversed. You are
8 asking the City to take the lesser. The deed
9 states 85 percent.

10 MR. TUCHINSKY: We are asking for
11 lesser.

12 MR. RODRIGUEZ: For to us take the
13 lesser share?

14 MR. TUCHINSKY: 50/50. We are asking in
15 light of mitigating factors that we just
16 discussed.

17 MR. RODRIGUEZ: I think we should close
18 the proposals and table this.

19 CHAIRMAN JARMON: What is the
20 recommendation here?

21 MR. RODRIGUEZ: That we table it until,
22 I think, of assess the three proposals on the
23 table and bring it back next month.

24 MR. O'DWYER: Second.

1 CHAIRMAN JARMON: The Committee is
2 asking to table it again until next month.

3 MR. TUCHINSKY: Is it our decision
4 or Committee's decision?

5 MR. RODRIGUEZ: Committee's decision.

6 MR. TUCHINSKY: Ms. Jarmon, if we can
7 send you what's acceptable to us, as well,
8 because it's still subject to your --

9 CHAIRMAN JARMON: That's fine.

10 All in favor?

11 (Ayes.)

12 CHAIRMAN JARMON: Any opposed?

13 (No opposition.)

14 CHAIRMAN JARMON: Were there any other
15 attorneys?

16 (Applicant approached podium.)

17 MS. BERK: Good morning.

18 These are for numbers A and F continue
19 on Land Back on page 4. I'm Ms. Berk, manager
20 from Real Housing Legal. The Land Bank
21 disposition on page 4. I would like it to be
22 consolidated for hearing if that's acceptable to
23 the Committee, as well.

24 I represent Habitat for Humanity

1 Philadelphia, Inc. With me is Tya Winn, who is
2 the director of project planning. And briefly
3 2200 North Cleveland Street is a one unit for
4 affordable housing for sale to Habitat eligible
5 family for 30 to 60 percent AMI.

6 This was previously an office. Also
7 2211 to 13 West Sergeant Street already has been
8 consolidated into one unit with a legal
9 description. It also was a back office. So,
10 turn this over to Ms. Winn to describe anything
11 else the Committee wants to hear.

12 MS. WINN: We are trying to rehab them
13 and sell them in their current condition by
14 right.

15 MR. RODRIGUEZ: Madam Chair, all I would
16 tell the Committee is that this fits with the
17 Land Bank bank's strategic plan in terms of
18 affordable housing. It's a lien situation that
19 the Land Bank typically deals with vacant land.
20 These are structures. And we find that a
21 Habitat for Humanity would be a perfect fit.
22 And that's why we are suggesting we convey it at
23 nominal and also I'm abstaining.

24 MR. O'DWYER: I move that we convey the

1 properties at nominal value.

2 MS. CUNNINGHAM: Second.

3 CHAIRMAN JARMON: All in favor?

4 (Ayes.)

5 CHAIRMAN JARMON: Any opposed?

6 (No opposition.)

7 CHAIRMAN JARMON: Thank you.

8 MS. BERK: Ms. Jarmon, I'm also
9 sometimes counsel for New Kensington CDC. I see
10 on page 5 number B, there is Certificate of
11 Completion thing. So if anyone is here from
12 there an may need an attorney, I am here and I
13 can stay.

14 CHAIRMAN JARMON: 1931 East Cumberland
15 was a property that the City transferred to New
16 Kensington. And they in turn -- is that what
17 you are speaking of?

18 MS. BERK: Yeah.

19 CHAIRMAN JARMON: That in turn
20 transferred it to Blue Truck Enterprizes. And
21 then we sold 1929 East Cumberland to Blue Truck
22 Enterprises in February 2018.

23 MR. O'DWYER: If I remember correctly,
24 the condition of allowing New Kensington to sell

1 it was a MLU where agreement with the City
2 anyway, that the proceeds from the sale would go
3 to one of the Mill Phase Two, which in the
4 packet is that agreement.

5 CHAIRMAN JARMON: Any questions
6 regarding that?

7 MR. O'DWYER: Just to clarify, we are
8 considering both 1931 East Cumberland and 1929
9 East Cumberland or --

10 CHAIRMAN JARMON: Yeah, both. Blue
11 Truck owns both at the moment.

12 MR. HUNTER: I have two questions.
13 First question would be, do we have any
14 proof that they used the funding from the sale
15 to fund the second phase of the project?

16 CHAIRMAN JARMON: Can you hear him?

17 MR. HUNTER: My first question, do we
18 have any proof that basically the money from the
19 sale from CDC went into the second phase of
20 their new project?

21 MS. BERK: I am attorney at Regional
22 Housing Legal Services. This is not my case
23 there. So, I'm not sure about the -- I just saw
24 it on the Agenda when I came here today with

1 Habitat. I would have to check with my client.

2 MR. O'DWYER: The Phase Two is going to
3 be, at least, partially funded by the City. So,
4 they will be able to make sure that those
5 proceeds went to --

6 MR. HUNTER: We should have record of
7 that.

8 MS. CUNNINGHAM: So, we don't have the
9 leverage any more to -- even though we can
10 monitor it, we don't have the --

11 MR. O'DWYER: I mean --

12 MS. CUNNINGHAM: We don't have
13 consequence anymore.

14 MR. O'DWYER: There is a legally binding
15 agreement in the packet, so the City does still
16 have.

17 MR. RODRIGUEZ: Also, if the City is
18 funding it through tax credits, there is a lot
19 more oversight transferring this development
20 than typically would have. I believe PRA would
21 be doing settlement on that.

22 MR. PADILLA: Still need to see sources
23 and uses.

24 MR. RODRIGUEZ: Right. But in essence,

1 the City has funded it. And it will probably
2 stay with PRA, which will then do the compliance
3 piece of it.

4 MS. CUNNINGHAM: The other is question,
5 the Certificate of Occupancy. Do we have
6 certificates of occupancy?

7 CHAIRMAN JARMON: No. I was going to
8 ask the approval contingent upon us getting two
9 certificate of occupancies on both these
10 properties.

11 MR. PADILLA: Sources and use
12 documentation of the second phase.

13 CHAIRMAN JARMON: Say that again?

14 MR. PADILLA: Move to approve
15 certificate of occupancy on both properties and
16 the provision of sources and uses for the future
17 development of the second phase pursuant to the
18 MLU.

19 MS. MEDLEY: The consent document.

20 MS. CUNNINGHAM: Second.

21 CHAIRMAN JARMON: All in favor?

22 (Ayes.)

23 CHAIRMAN JARMON: Any opposed?

24 (No opposition.)

1 CHAIRMAN JARMON: Thank you.

2 I kind of want to take this Agenda out
3 of the order. 2122 East Arizona Street, this
4 was on the Agenda last month. And it was
5 approved for the certificate. However, there
6 were questions after the meeting and
7 recommendations after the meeting. I wanted to
8 bring this back so the Committee can hear what
9 the questions were on this release.

10 It's on page 7.

11 (Applicant approached podium.)

12 MS. CUNNINGHAM: I have questions. And
13 as did the Commissioner, this property was
14 transferred in June of 2017. I think at the
15 time the Committee thought there were only the
16 first two restrictions. There were all five
17 restrictions on the deed. And although, this is
18 being sold along with the house, it was
19 transferred as a side yard. And it's being sold
20 along with the house at \$350,000.

21 I think that the side yard piece is,
22 obviously, not worth that. But I don't think we
23 were aware of it that all five restrictions were
24 in the deed when we originally recommended that

1 we release the restrictions.

2 MR. RODRIGUEZ: When was it conveyed?

3 MS. CUNNINGHAM: June of 2017.

4 CHAIRMAN JARMON: I think all five
5 restrictions were put in these deeds since 2012
6 when they added the self-amortizing mortgage.
7 This question was never brought up. We have
8 released several individuals restrictions with
9 the self-amortizing mortgage. Originally, they
10 were told if they sold the property before the
11 ten years, that they would have to pay the City
12 10 percent would come off each year.

13 This is what these individuals were
14 told. So, I'm not sure if we should go and
15 change it without this being in writing, you
16 know, that these five restrictions should hold
17 them from selling when we placed the mortgage
18 against it and told them something different.

19 MR. RODRIGUEZ: How does the mortgage
20 get satisfied?

21 CHAIRMAN JARMON: That they pay off the
22 balance of the mortgage.

23 MR. RODRIGUEZ: It was price set on the
24 mortgage at the time property was conveyed?

1 CHAIRMAN JARMON: Yeah. It's a
2 self-amortizing mortgage.

3 MS. CUNNINGHAM: It wasn't fair market
4 at the time.

5 CHAIRMAN JARMON: At the time, we were
6 putting what the LAMA system had. That was what
7 the mortgage was settled.

8 MR. RODRIGUEZ: In good faith, we
9 negotiated with this woman and sold it at the
10 LAMA value?

11 CHAIRMAN JARMON: Yes. From 2012 until
12 2014.

13 MR. PADILLA: What about --

14 MS. CUNNINGHAM: With the five
15 restrictions with the thought that it was a side
16 yard and not a --

17 MR. RODRIGUEZ: It is a side yard.

18 MS. CUNNINGHAM: -- or parcel being
19 developed.

20 MR. RODRIGUEZ: It is a side yard. The
21 caveat and deed restriction, if you sell the
22 side yard, you would have to satisfy the City
23 with balance of the mortgage.

24 MS. CUNNINGHAM: That's the restriction

1 in the mortgage. The restriction in the deed is
2 the same as the 85/15 percent. The restriction
3 in the mortgage is separate. That's PRA
4 mortgage and that's their restriction. The
5 City's restriction says that there is same one.

6 MR. O'DWYER: The question is, which
7 restriction do want to go with? PRA or the
8 City's? The one in the mortgage and one in the
9 deed?

10 CHAIRMAN JARMON: I think because the
11 individual's told this is my opinion. If we
12 place this mortgage against the title for ten
13 years, if they sold it, they would have to pay
14 the balance of the mortgage. It depreciates
15 10 percent every year. That is what the
16 applicant was told. That's when all of these
17 self-amortizing mortgages.

18 MS. MEDLEY: That's to date how the
19 practice has been, although it's not an official
20 written policy. That's how the practice has
21 been.

22 MR. O'DWYER: In effect, this property
23 was sold for \$15,000 a year ago. The applicant
24 would have to pay the City 13,500 to settle.

1 CHAIRMAN JARMON: Have to get the
2 balance.

3 MS. CUNNINGHAM: Fair market value is
4 closer to \$50,000.

5 CHAIRMAN JARMON: Can't go on what it
6 was.

7 MR. PADILLA: This disposition was
8 based --

9 MS. CUNNINGHAM: This disposition was
10 based on wrong value although it didn't settle
11 until June of 2017.

12 MR. O'DWYER: The mortgage is for
13 15,000.

14 MR. RODRIGUEZ: If I may, I think we are
15 debating two different issues. One is a legal
16 issue in terms of precedent. One is like -- the
17 other issue is you entered into an agreement of
18 faith and stated a price and we are
19 renegotiating the price. And the third thing is
20 policies and procedures, which are not
21 articulated, but we are determining on practice.

22 I don't know about the other Committee
23 members. I kind of would like to know -- I'm
24 not an attorney, so but I would like to know

1 which overrides? Whether it's the mortgage term
2 or the deed restriction because both of them
3 takes precedence. If the deed restriction takes
4 precedence, then all deeds settle through VPRC
5 through PRA need to be in line with the deed
6 restriction.

7 MS. MEDLEY: I don't have an answer for
8 that. I can look into that and talk with --
9 well, talk further with the Real Estate Group
10 because I think there is a difference of opinion
11 about that.

12 MR. RODRIGUEZ: I agree there will be a
13 difference of opinion. If we make the decision
14 here --

15 MS. CUNNINGHAM: I'm going to say that
16 the Commissioner and others that we talk to in
17 the Real Estate Group are of the opinion that
18 there they are two separate documents, they are
19 two separate sets of restrictions and they can
20 be both be satisfied. It's not one or the
21 other.

22 MR. O'DWYER: Their opinion, told the
23 application should both satisfy the mortgage --
24 the applicant --

1 MS. CUNNINGHAM: Even if were just bank
2 mortgage.

3 MR. O'DWYER: Then sign the mortgage
4 with the 15 percent? Then it double pay.

5 MR. PADILLA: They didn't pay for value
6 for the mortgage anyway.

7 MS. CUNNINGHAM: Not really.

8 MR. RODRIGUEZ: I understand what you
9 are saying.

10 MS. CUNNINGHAM: If you had taken a bank
11 mortgage for that amount, you should still
12 have --

13 MR. RODRIGUEZ: Understand what --

14 MS. CUNNINGHAM: We should subtract the
15 \$15,000 dollars from -- it would be the proceeds
16 of the sale.

17 MR. O'DWYER: When PRA and I don't know
18 whether one of you will know. When PRA put this
19 mortgage on, did they do so with the
20 understanding that this was a condition of the
21 property in addition to the 15 percent
22 restriction in the deed?

23 CHAIRMAN JARMON: No.

24 MR. O'DWYER: Did they do so believing

1 this was the restriction?

2 CHAIRMAN JARMON: The mortgage, the
3 self-amortizing mortgage. That was what is
4 explained to every applicant.

5 MR. O'DWYER: I don't know about others.
6 I am certainly of the opinion that the City --
7 if the City agencies were for whatever reason
8 not on the same page, I don't think that the
9 applicant should be harmed as a result of that.

10 MS. CUNNINGHAM: Not sure I'd call it
11 harm. It's been a year and she's paid nothing.
12 I'm not sure I'd call it harm.

13 MR. O'DWYER: No. Whatever the
14 restriction that we led the applicant to believe
15 which seems like this PRA mortgage should be the
16 one that applies.

17 MR. HUNTER: Can I suggest rather than
18 us trying to figure out which of these documents
19 take precedent, that we have like the City Law
20 Department figure out which one should be
21 enforced first rather than do that here today?
22 Because I think there is a legal argument for
23 either one. There is argument in fairness. I
24 don't want to make that decision.

1 MR. PADILLA: Decision today can
2 establish precedent.

3 MR. HUNTER: Right. I don't want to do
4 that without --

5 MR. PADILLA: I am of the opinion that
6 both can be satisfied because the sale of the
7 home is benefiting from this side yard, so.

8 MR. RODRIGUEZ: How do you -- our
9 agreement is on the parcel.

10 MR. PADILLA: Correct.

11 MR. RODRIGUEZ: Not the total -- I think
12 you are conflates the issues because how do you
13 assess value?

14 MS. CUNNINGHAM: An appraisal.

15 MS. MEDLEY: I think -- sorry. I think
16 what can happen, we can make a determination
17 that she pay first satisfy the mortgage so that,
18 in essence, takes that away. So she paid, I
19 guess it's 13,500 and some change then you went
20 back to see what the deed says. The deed says
21 she can't make 15 percent over and above what
22 she paid for. Which is now whatever that amount
23 is, then it's whatever that number is.

24 Then the problem becomes we don't know

1 how much that land is worth. Because her sale
2 price that we do know is for the house and the
3 land.

4 MR. PADILLA: But I the.

5 MR. RODRIGUEZ: There is a sale of the
6 land, the evaluation of the land at the point
7 where we convey. Now we are getting into
8 something totally different about the value of
9 the land in conjunction with her property, which
10 is a different situation.

11 MS. CUNNINGHAM: I have to say the value
12 of the land and the point to be conveyed is not
13 the same thing as her sales price. That
14 wasn't -- it was not a fair market value
15 transfer. It was LAMA value transfer.

16 MR. RODRIGUEZ: Correct. We don't know
17 what the value is.

18 MS. CUNNINGHAM: We can easily figure
19 that out from June of 2017.

20 MR. PADILLA: My question -- to play
21 Devil's advocate -- is why aren't -- why
22 shouldn't we be considering only the LAMA value
23 if that was a stipulation under which the
24 mortgage was made?

1 CHAIRMAN JARMON: Right.

2 MS. MEDLEY: I think we should probably
3 go talk more about this offline with the Real
4 Estate Division and Law Department. I think
5 going back, you can take what I would suggest is
6 that if she satisfies the mortgage for whatever
7 that amount is at this time and then goes --
8 then we can go to the deed.

9 But the issue is, and I think that's
10 where we left off other discussions, was how
11 much is -- we don't know how much that land is
12 worth now because.

13 MS. CUNNINGHAM: Although, I believe
14 that they offered and the Commissioner was okay
15 with using the assessed value, the market value
16 now from the Office of Property Assessment as
17 the value of the land since it hasn't changed
18 since she acquired the land. And this year it
19 hasn't changed.

20 MR. PADILLA: I think we need to table
21 this to discuss further.

22 MR. HUNTER: I agree.

23 MR. PADILLA: I move to table this for
24 further discussions.

1 MS. MEDLEY: Okay.

2 MR. HUNTER: Can we put a stipulation
3 on -- can we have deliverable or something from
4 the Law Department on how we should recess these
5 types of situations?

6 MR. RODRIGUEZ: Sure. You can ask that
7 there be -- are we asking for a legal opinion?

8 MR. HUNTER: It's that the --

9 MR. RODRIGUEZ: Yeah.

10 MR. HUNTER: I think it would be helpful
11 to feel make these decisions in the future,
12 which documents takes precedence.

13 MR. O'DWYER: I think it would be
14 helpful to know that and to know what the
15 options the Committee has with the range of
16 options.

17 MS. MEDLEY: Yes.

18 MR. RODRIGUEZ: That's a latitude of
19 authority issue separate and apart from this
20 contract negotiation.

21 CHAIRMAN JARMON: The recommendation is
22 that we table this item until.

23 MR. PADILLA: Contingent upon further
24 legal opinion.

1 CHAIRMAN JARMON: Sorry?

2 MR. RODRIGUEZ: Legal input not an
3 opinion.

4 CHAIRMAN JARMON: This item is going to
5 be tabled. They are tabling the item. Not sure
6 how long it will be. They want to get some
7 legal advice on this self-amortizing mortgage
8 and the restrictions that were on the deed that
9 was transferred to you.

10 MS. O'BRIEN: Okay.

11 CHAIRMAN JARMON: I will get back in
12 touch with you.

13 MS. O'BRIEN: Okay.

14 - - -

15 (At this time, a discussion was held off
16 the record.)

17 - - -

18 MR. O'DWYER: The chair said that this
19 was unintentionally an additional burden, like,
20 an additional mortgage when they didn't know or
21 one way or other, deed restriction on there
22 wasn't to have both. I was asking is that still
23 happening now?

24 MS. CUNNINGHAM: Should be.

1 CHAIRMAN JARMON: Now we are not placing
2 any -- we are down with self-amortizing
3 mortgages I think. I think they transferred
4 everything out.

5 MR. RODRIGUEZ: You look at disposition
6 policies. There are certain situations where
7 you would put a self-amortizing mortgage and a
8 30-year mortgage.

9 MR. PADILLA: That's correct.

10 MR. RODRIGUEZ: To your point, if you
11 are asking with current disposition policy for
12 standard operations procedure where we are
13 vetting or -- between deed restriction and
14 mortgage language or no?

15 - - -

16 (At this time, a discussion was held off
17 the record.)

18 - - -

19 CHAIRMAN JARMON: I'll get back to you
20 on that.

21 MS. O'BRIEN: Okay.

22 CHAIRMAN JARMON: Get back to the
23 Agenda.

24 (Duly seconded.)

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1 CHAIRMAN JARMON: All in favor?

2 (Ayes.)

3 CHAIRMAN JARMON: Any opposed?

4 (No opposition.)

5 CHAIRMAN JARMON: Thank you.

6 Page 2, 721 West Cumberland.

7 (Applicant approached podium.)

8 CHAIRMAN JARMON: Good morning. State
9 your name for the record.

10 MR. MATOS: Elias Fuentes Matos.

11 CHAIRMAN JARMON: And you were here
12 several months ago --

13 MR. MATOS: Yes.

14 CHAIRMAN JARMON: -- regarding receiving
15 this as a side yard to a lot that, I think you
16 said, your brother-in-law owns that your family
17 owns next to it. And you were going to use it
18 for open space?

19 MR. MATOS: Yes.

20 MS. CUNNINGHAM: Did we get an appraisal
21 already or not yet?

22 CHAIRMAN JARMON: I don't think I
23 ordered an appraisal.

24 MS. CUNNINGHAM: This is a fair market

1 value transfer, right?

2 CHAIRMAN JARMON: Yes.

3 Can I get a recommendation?

4 MR. HUNTER: Did we have -- I think we
5 asked for a plan for it.

6 CHAIRMAN JARMON: He had sent Brad a
7 plan. Yes.

8 MR. HUNTER: The plan changed from the
9 original proposal.

10 CHAIRMAN JARMON: I did change from he
11 original had stated.

12 MR. HUNTER: It's going to be fenced in
13 now?

14 CHAIRMAN JARMON: Going to fence it off.

15 MR. MATOS: Yes.

16 MR. O'DWYER: Still going to be A side
17 yard?

18 CHAIRMAN JARMON: Yes.

19 MR. O'DWYER: I move we sell for fair
20 market value.

21 MR. RODRIGUEZ: Second.

22 CHAIRMAN JARMON: All in favor?

23 (Ayes.)

24 CHAIRMAN JARMON: Any opposed?

1 (No opposition.)

2 CHAIRMAN JARMON: The next items are
3 side yards for the adjacent owners.

4 Thank you, sir.

5 MS. CUNNINGHAM: Letter E, Mr. Lekasi,
6 that's not owner-occupied. He has a brand new
7 rental license from October 2018. And he owes
8 taxes on several of his multiple properties that
9 he owns in the City.

10 MR. PADILLA: He's ineligible?

11 MS. CUNNINGHAM: He's ineligible.

12 CHAIRMAN JARMON: We are going to table
13 4514 Merion Avenue.

14 Items that we want considered is 1623
15 South Frazier, 2904 D Street, 1521 West Firth,
16 and 2050 North 25th Street.

17 Can I get a recommendation?

18 MR. RODRIGUEZ: So moved.

19 MR. O'DWYER: Second.

20 CHAIRMAN JARMON: All in favor?

21 (Ayes.)

22 CHAIRMAN JARMON: Any opposed?

23 (No opposition.)

24 CHAIRMAN JARMON: Next are Urban Garden

1 Agreements. Can I get a recommendation?

2 MR. O'DWYER: So moved.

3 MR. RODRIGUEZ: Second.

4 CHAIRMAN JARMON: All in favor?

5 (Ayes.)

6 CHAIRMAN JARMON: Next item was an
7 extension of time. The applicant wasn't here
8 last month. I invited him back today.

9 3474 Braddock.

10 (Applicant approached podium.)

11 CHAIRMAN JARMON: State your name for
12 the record.

13 MR. PEREZ: Jorge Perez.

14 MS. ROSA: Good morning. Name is Rosa.

15 CHAIRMAN JARMON: I think you were
16 architect.

17 MR. MARTINEZ: I'm actually Jose's
18 employer and putting him through some of these
19 issues.

20 CHAIRMAN JARMON: I know he sent me a
21 couple permits he had gotten.

22 MR. MARTINEZ: Jorge, during first
23 inspection, the inspectors questions him about
24 condition. There was no foundation for what was

1 basically an illegal rear addition Jorge did not
2 put on. He had to get numerous engineering
3 reports and plans. He did that. There was a
4 stop work order. He complied with all of that.

5 He closed out that permit. Inspector
6 was Robert Brooks who mentioned that the work
7 that was done was excellent. He reframed the
8 entire roof, the back section, the illegal
9 addition was brought back to a legal form. The
10 foundation was put in, inspected, corrected.
11 Everything was good. So, Jorge did not
12 understand the implications that this property
13 could literally go back to the City. And
14 literally, their entire savings is in this
15 house. It's going to be a primary residence.
16 It's next to the school.

17 And we are asking that there is an
18 extension. And it's possible that that
19 extension is more than a year. Because the
20 budget that's allocated for the property, like I
21 am lending the money and we are working on it.
22 But it's going extensively past what was
23 originally thought might happen here.

24 CHAIRMAN JARMON: So, we only can do six

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1 months at a time. It's okay that he comes back
2 in six months and let us know where he is in the
3 process.

4 MR. MARTINEZ: Sure.

5 CHAIRMAN JARMON: Can I get a
6 recommendation?

7 MS. CUNNINGHAM: Move we give him a
8 six-month extension.

9 MR. RODRIGUEZ: Second.

10 CHAIRMAN JARMON: All in favor?

11 (Ayes.)

12 CHAIRMAN JARMON: Any opposed?

13 (No opposition.)

14 CHAIRMAN JARMON: Thank you.

15 623 Mercy Street. This was also on the
16 Agenda last month. And the Committee wanted him
17 to come to this meeting.

18 (Applicant approached podium.)

19 CHAIRMAN JARMON: State your name for
20 the record.

21 MR. EL-LAISY: Mohamed El-laisy.

22 CHAIRMAN JARMON: Can you just let the
23 Committee know where you are with the property?

24 MR. EL-LAISY: It's been a challenge

1 trying to get this plan approved through L&I.
2 And we submitted the actual plan over and over
3 again after we visited and they kept refusing
4 it. And the last time we submitted the approved
5 plan, they lost it. So, it's been taking
6 forever to get it through.

7 And I just got the refusal letter at the
8 November 2 for them. Now I'm dealing. My
9 attorney is Vern. Zoning board, so I actually
10 just apply for it. Allow for extension for time
11 to develop the property.

12 MS. CUNNINGHAM: Do you have a
13 contingency plan should it not be approved at
14 your appeal?

15 MR. EL-LAISY: Say it again?

16 MS. CUNNINGHAM: Do you have a
17 contingency plan for the property if it's not
18 approved?

19 MR. EL-LAISY: Oh, yes.

20 MS. CUNNINGHAM: If zoning is not
21 approved, do we know what that is?

22 MR. EL-LAISY: I'm not understanding
23 your question.

24 MS. CUNNINGHAM: Do you have something

1 else you are going to build if you are not
2 approved for what it is you want to build?

3 MR. EL-LAISY: Issue is from a 9-foot
4 yard to a 5-foot yard. That is what is holding
5 everything up.

6 MR. HUNTER: Have you filed for your
7 appeal yet?

8 MR. EL-LAISY: Yeah. Vernon did that.

9 MR. HUNTER: I guess get a copy of that
10 to show that you filed for the appeal. You have
11 to file an appeal for L&I.

12 MR. EL-LAISY: My attorney is doing
13 that.

14 MS. CUNNINGHAM: Could they send us a
15 copy?

16 MR. EL-LAISY: Okay, will do.

17 CHAIRMAN JARMON: Recommendation?

18 MR. HUNTER: Move that we issue a
19 six-month extension of time pending receipt of
20 appeal to the Zoning Board for the applicant.

21 MR. RODRIGUEZ: Second.

22 CHAIRMAN JARMON: All in favor?

23 (Ayes.)

24 CHAIRMAN JARMON: Any opposed?

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1 (No opposition.)

2 CHAIRMAN JARMON: Thank you.

3 MR. EL-LAISY: One question, you can
4 only do six months at a time?

5 CHAIRMAN JARMON: Yes.

6 MR. EL-LAISY: Thank you.

7 CHAIRMAN JARMON: 3222 to 57 H Street.

8 (Applicant approached podium.)

9 CHAIRMAN JARMON: Morning. State your
10 name for the record.

11 MR. ROHRER: Mr. Rohrer.

12 CHAIRMAN JARMON: You are representing
13 Esparanza? You are here requesting an
14 additional six-month extension?

15 MR. ROHRER: That is correct, yes.

16 CHAIRMAN JARMON: Can you just give the
17 Committee a little overview?

18 MR. ROHRER: Sure. The City had deeded
19 this property to us a little over a year ago.
20 And we are developing it to be a community
21 health and wellness center. We are actively
22 working on that. And we have hired an
23 architect, getting some engineer plans and we're
24 in the process getting that approved by the City

1 right now. Plans are in process, but we need
2 more time.

3 MR. PADILLA: Question to the Committee.
4 Technically, question to you first. You said
5 you are breaking ground next month in December?

6 MR. ROHRER: Yes.

7 MR. PADILLA: Is that official?

8 MR. ROHRER: We -- it not official. We
9 don't have the permit yet. That's our
10 intention. We have to get permit from the City.

11 MR. PADILLA: Assuming the December,
12 there is no way you are going to get it
13 completed in six months. My question to the
14 Committee, are they able to get another
15 extension after that?

16 CHAIRMAN JARMON: Yeah.

17 MR. HUNTER: Your zoning permit was
18 issued on 29th, and I guess you are going for
19 building permits now? Those haven't been issued
20 yet?

21 MR. ROHRER: They have not been. We
22 have to do underground water retention. That is
23 under review with City right now. That -- we
24 have had our second rounds of questions.

1 MR. HUNTER: The zoning permit issued is
2 not final zoning permit?

3 MR. ROHRER: Sorry, can't hear.

4 MR. HUNTER: Zoning permit issue from
5 the 29th is that zoning permit for project going
6 forward now? Or is there going to be another
7 permit?

8 MR. ROHRER: We are doing this in two
9 phases. The first phase is going to be the
10 underground water retention and parking
11 structure. The second phase is going to be
12 community center and gym.

13 MR. HUNTER: This is for which part of
14 that?

15 MR. ROHRER: Underground water retention
16 and parking structure.

17 MR. PADILLA: How many extensions are we
18 able to grant.

19 MR. O'DWYER: As many as we want.

20 MS. CUNNINGHAM: Provided they show
21 progress.

22 CHAIRMAN JARMON: As long as they
23 continue to work on the property.

24 MR. HUNTER: Have you guys had final

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1 building permits yet.

2 MR. ROHRER: We have to get done with
3 water retention.

4 MR. O'DWYER: From PWD first?

5 MR. ROHRER: We are waiting for that.
6 Expecting next week or this week, and building
7 permit ready to go.

8 MR. HUNTER: Thank you.

9 CHAIRMAN JARMON: Recommendation?

10 MR. O'DWYER: Move that we grant
11 extension of time for six months.

12 MR. RODRIGUEZ: Second.

13 CHAIRMAN JARMON: All in favor?

14 (Ayes.)

15 CHAIRMAN JARMON: Any opposed?

16 (No opposition.)

17 CHAIRMAN JARMON: Thank you.

18 Next items are being transferred to Land
19 Bank. The addresses 1238 North 15th Street,
20 13 --

21 MS. JOHNSON: We are doing all of them?
22 I had comment from the planner on 1238 North
23 15th. It's going to require a variance. And so
24 just so they know for that. Not sure if they

1 will in support the use, it's ZBA. Not opposed
2 to the sale.

3 CHAIRMAN JARMON: Okay.

4 MS. JOHNSON: Then there is an issue
5 with 1302 South Cleveland Street. I think the
6 attached comments, the planner here is concerned
7 this lot is being sold or transferred. And it's
8 part of the alleyway or it's used for alley for
9 access. And I guess there's a concern that if
10 they block it off, then the neighbors won't have
11 access to --

12 CHAIRMAN JARMON: To get out.

13 MR. RODRIGUEZ: So if everybody can look
14 at this. So, 1302 there is a City alley.
15 Actual conditions showed that the parties that
16 are perpendicular, third one in, second one in
17 actually have encumbered on the alley already.
18 Third one is the -- person in question is
19 applying for the side yard. So the alley and
20 the person who is acquiring the side yard is
21 aware they cannot build and block the alley.

22 All right. Second thing of note is the
23 easement in the rear are behind 1302, 1306 is
24 not contiguous. Does not go all the way through

1 the rear of the parcel at 1302. Therefore,
2 there is no concern that it's blocking egress
3 from the other side of the street.

4 I know that they were other concerns
5 about this conveyance about the price and the
6 location. I would note that everybody has a
7 memo that I issued. The disposition of the
8 policy is quite clear on side yard dispositions.
9 If the median sales price is above \$75,000, if
10 the resident living in the property over seven
11 years, they are granted an exception. In which
12 case, we would place a mortgage which we have
13 done. And if the person who is getting the side
14 yard they would have to pay fair market value.

15 The property was appraised for 115. And
16 they would have to satisfy the City paying 115
17 moving forward. I would also state that this is
18 not a unique situation. This is not a unique
19 situation at all for conveyances throughout the
20 City for side yards.

21 MS. JOHNSON: Explain to me, you are
22 saying that the -- there is a right where the
23 area that's used for egress, but it's already
24 blocked?

1 MR. RODRIGUEZ: Yeah. The alleyway, the
2 City alley, the two residents second in from the
3 corner.

4 MS. JOHNSON: Along Wharton?

5 MR. RODRIGUEZ: Right here along Wharton
6 have already encroached on the alley.

7 MS. JOHNSON: They are the only ones
8 that use it?

9 MR. RODRIGUEZ: Correct.

10 MS. JOHNSON: Except for the third
11 neighbor, as well.

12 MR. RODRIGUEZ: Right. He's been
13 informed that he can't encroach on the alley.

14 MS. JOHNSON: They have to remove
15 whatever is there?

16 MR. RODRIGUEZ: That is up to the City.
17 They built their fence.

18 MR. O'DWYER: It's a little difficult to
19 understand which properties you are referring
20 to. You are referring to these two are the ones
21 that --

22 MR. RODRIGUEZ: No. These two -- this
23 is the site map. These two, these properties
24 have an alley that is in the rear of the

1 property. They have built their fences and
2 encroached on the City alley. Therefore, they
3 don't have egress by their own doing.

4 MS. JOHNSON: Okay. We would not -- the
5 one requesting this lot is the end property?

6 MR. RODRIGUEZ: Correct. They are aware
7 that they cannot encroach on the alley. And
8 also, that their fence cannot -- any fence
9 that's put up for the side yard cannot encroach
10 on the alley.

11 MS. JOHNSON: We can't do anything to
12 the other two properties.

13 MR. RODRIGUEZ: That's a limit to where
14 we can ask the Streets Department would have --

15 MS. JOHNSON: But the person who is
16 requesting, which is concern for the planner, is
17 that they not block the alley.

18 MR. RODRIGUEZ: Correct.

19 MS. JOHNSON: There would be some
20 restriction?

21 MR. RODRIGUEZ: That restriction in the
22 conveyance.

23 MS. JOHNSON: It's already being blocked
24 essentially?

1 MS. CUNNINGHAM: Not continuous. This
2 is not abutting because of the alley.

3 MR. RODRIGUEZ: Right. Which for us
4 would be an exception because the City there are
5 always alleys that abut easements, 3-foot
6 easements in the rear.

7 MS. CUNNINGHAM: There is a lot of them.
8 But usually they are only common with the other
9 people -- you're saying this is City-owned
10 alley.

11 MR. RODRIGUEZ: This is City owned.

12 MS. CUNNINGHAM: Breach is different
13 from most alleys, which are owned in common by
14 the abutting residents.

15 MR. RODRIGUEZ: Sometimes there are
16 several situations where all the --

17 MS. CUNNINGHAM: Anyway --

18 MS. JOHNSON: We are allowing him to
19 acquire this abutting it as a property.

20 MR. RODRIGUEZ: Correct.

21 MS. CUNNINGHAM: As a side yard.

22 MR. O'DWYER: The purchaser
23 understanding they can't turn it into
24 continuous --

1 MR. RODRIGUEZ: Yes. You are
2 representing your --

3 MS. WILLIAMS: Yes.

4 MS. JOHNSON: Would be self-amortizing
5 mortgage.

6 MR. RODRIGUEZ: What we apply is a
7 30-year mortgage, all right, that would be
8 satisfied should they try to -- should they try
9 to sell the property for the appraised value
10 which is \$115,000 as per the disposition policy.

11 MS. CUNNINGHAM: I think the other
12 question is just the same as the previous sticky
13 situation. Will this deed have all -- are we
14 going to put all five restrictions in the deed
15 and still --

16 MR. RODRIGUEZ: This is not conveyance.
17 This is not a VPRC. This is Land Bank.

18 MR. PADILLA: It's a fair market.

19 MS. JOHNSON: The deed will prohibit
20 development in the area that's the alleyway and
21 then.

22 MR. RODRIGUEZ: The deed will prohibit
23 them from making -- getting monetary windfall.

24 MS. JOHNSON: Okay.

1 MS. MEDLEY: I think also what you are
2 saying is will -- what's to prevent whomever,
3 I'm not sure who the person -- whoever the
4 purchaser is from restricting the other.

5 MR. RODRIGUEZ: That restriction would
6 be in the deed.

7 MS. MEDLEY: Okay.

8 MS. JOHNSON: That would be in the deed,
9 as well.

10 MR. RODRIGUEZ: Correct.

11 MR. HUNTER: Just other issue that I
12 wanted to bring up. I understand the Land
13 Bank's position. Part of the disposition
14 policy, have they been maintaining the vacant
15 property. Doesn't seem like the property was
16 really maintained. I don't know -- it has to
17 be, you know, within that seven period frame.

18 The other thing, too, this is -- I think
19 considering where this is in the City and median
20 owned, I don't know if it's the best option for
21 the City to continue this basically as a side
22 yard increasing the housing supply in Point
23 Breeze in terms of the economic ramifications of
24 that.

1 MR. RODRIGUEZ: To your concern about
2 the competitive bids. Competitive bids can go
3 into effect when a side yard exception does not
4 exist. So, the fact that we have someone who
5 qualifies for the side yard exception, it
6 doesn't fall into a competitive bid process. If
7 that person who does qualify, say, could qualify
8 for competitive -- for exception was not
9 qualified, say they had back taxes or any
10 municipal liens, would not qualify, then it
11 would be a situation where we would have to look
12 and see if there are other expressions of
13 interest and go through competitive bid process.

14 That's not the case in this scenario.

15 MR. HUNTER: I guess I am arguing that
16 it does not meet the side yard exception because
17 they haven't maintained the property. Doesn't
18 look maintained to me regardless.

19 MR. RODRIGUEZ: We have the some of the
20 resident here.

21 (Applicant approached podium.)

22 MR. MCLAUGHLIN: Good morning.

23 CHAIRMAN JARMON: State your name.

24 MR. MCLAUGHLIN: It's Daniel McLaughlin.

1 MR. RODRIGUEZ: You said you had
2 pictures?

3 MR. MCLAUGHLIN: I do.

4 MR. RODRIGUEZ: Please share.

5 MR. MCLAUGHLIN: They are on my phone.
6 I didn't know to print them out.

7 MS. JOHNSON: Is it cleaned an?

8 MR. MCLAUGHLIN: It's cleaned. All the
9 things were encroaching as neighboring means of
10 egress on the property. I paid to have removed
11 even though they've been boarded over with
12 plywood and padlocks.

13 MR. HUNTER: When did you have them
14 cleaned, removed?

15 MR. MCLAUGHLIN: I have lived there for
16 12 years, so several times throughout its
17 history. But this summer, again, all of the
18 construction dumping and everything that's been
19 back there, like, I have planted trees. There
20 is --

21 MS. JOHNSON: Can I see the picture?

22 MR. MCLAUGHLIN: Yes.

23 MR. RODRIGUEZ: If I could also mention
24 to your point about maintaining in this area, if

1 we look at the rear of picture, you can see the
2 construction. It's difficult that we seen in
3 the City that the developers do dump
4 construction, debris and short dumping is a
5 problem. So, this is even for established
6 gardens, we have had situations like this.

7 So that's why this would be considered
8 maintained.

9 MS. JOHNSON: But it will be fenced?

10 MR. RODRIGUEZ: Yes.

11 MR. MCLAUGHLIN: Just like without
12 blocking the easement and around the 8-foot
13 height that the City requires.

14 CHAIRMAN JARMON: Any further questions?

15 MR. HUNTER: Are they prohibited from
16 building on the site at all?

17 MR. RODRIGUEZ: No. They can't build.
18 If they decide to, they would have to --

19 MR. MCLAUGHLIN: Like I say, too, in
20 my -- this is probably my third time expressing
21 interest on this particular property and got
22 approval from Ms. Jarmon in 2012, but nothing in
23 terms of a mortgage, self-amortizing mortgage
24 ever presented to me. If that is an option, I

1 am eager to enter into that type of agreement so
2 the City does get some kind of compensation for
3 the property.

4 MR. RODRIGUEZ: Your will be -- your
5 father will be given a 30-year mortgage.

6 MR. MCLAUGHLIN: Yeah.

7 MR. RODRIGUEZ: For the appraised value.

8 MR. MCLAUGHLIN: Right.

9 CHAIRMAN JARMON: Any further questions?
10 Recommendations for these properties
11 that are being transferred to Land Bank?

12 MR. O'DWYER: We are at this point just
13 considering the first two?

14 MS. JOHNSON: Yes.

15 MR. O'DWYER: Only ones we are
16 discussing.

17 MS. JOHNSON: I had one comment on 162
18 to 166 West Cumberland. Appears there is junk.

19 CHAIRMAN JARMON: Can we --

20 MS. JOHNSON: We are voting on this
21 block. But 166, there appears to be junk stored
22 on the lot.

23 MS. CUNNINGHAM: Yeah. Who is going to
24 remove all of that?

1 MR. RODRIGUEZ: This is an illegal
2 occupancy.

3 MR. CASEL: Frank Casel with
4 Philadelphia Land Bank.

5 MS. CUNNINGHAM: Who issued it the
6 notice to say vacant.

7 MR. CASEL: The Land Bank did on the
8 property.

9 MR. RODRIGUEZ: This is illegally
10 occupied. We have posted the properties. And
11 we have gone through the motion -- movement of
12 having to remove the fence and having them
13 vacate the land. Person applying is not the one
14 occupying it.

15 MS. JOHNSON: You will clear it and you
16 will acquire?

17 MR. RODRIGUEZ: Whether he inquire the
18 person illegally occupying the Land Bank
19 parcels.

20 MS. JOHNSON: You know who that is?

21 MR. CASEL: We made the purchasers aware
22 it needs to be cleaned what's been conveyed.

23 MS. JOHNSON: Okay. Thank you.

24 CHAIRMAN JARMON: Any further questions

1 on these properties being transferred to Land
2 Bank?

3 Can I get a recommendation?

4 MR. PADILLA: Move to approve.

5 MS. CUNNINGHAM: I did have a question
6 on the one, the one for the garden. We are
7 going to convey to them nominally. They are
8 eventually going to convey to someone else,
9 correct?

10 MR. RODRIGUEZ: No. This is a pilot
11 program in conjunction with two Councilmembers
12 and SREHUP. They are planning to do
13 manufactured tiny homes on the lot.

14 MS. CUNNINGHAM: Right.

15 MR. RODRIGUEZ: The idea is that they
16 will put up one property and see how that goes.
17 But this is for low income housing.

18 MS. CUNNINGHAM: Rental housing? That's
19 what I'm saying. Are they conveying that to the
20 eventual occupant?

21 MR. RODRIGUEZ: No, it's rental.

22 MR. O'DWYER: This is 2147 you are
23 discussing, right?

24 MS. CUNNINGHAM: 2147 East Orleans.

1 This is for sale.

2 MR. RODRIGUEZ: For sale.

3 MS. CUNNINGHAM: That is where --

4 MR. RODRIGUEZ: My bad.

5 MS. CUNNINGHAM: So --

6 MR. O'DWYER: Wait. This is going to be
7 tiny homes or a single family home?

8 MS. JOHNSON: Multiple tiny homes.

9 MR. O'DWYER: Just said modular at the
10 bottom.

11 MR. RODRIGUEZ: It is modular.

12 MR. PADILLA: It's going to be sold to
13 LMI Housing.

14 MR. O'DWYER: Yeah. How does tiny homes
15 enter into it.

16 MR. RODRIGUEZ: That's what they called
17 it. It's really modular property.

18 MR. O'DWYER: Just going to be modular
19 development?

20 MR. RODRIGUEZ: Yeah.

21 MS. CUNNINGHAM: My question is, to do
22 the eventual occupant, will they have
23 restrictions in their --

24 MR. PADILLA: Income restrictions based

1 on --

2 MR. RODRIGUEZ: Income restriction.

3 MR. O'DWYER: The workforce housing.

4 MS. CUNNINGHAM: There will be income
5 restriction for 30 years or whatever it is?

6 MR. RODRIGUEZ: This is not -- this is
7 affordable housing. So, that would be in our
8 purchase development agreement. We would have
9 purchase development agreement established
10 first. And then they would have to approve
11 their feasibility, get either start zoning or --
12 are they planning to build by right? They are
13 building by right.

14 MR. O'DWYER: There will be limitations
15 who they can --

16 MR. PADILLA: Yeah.

17 MR. RODRIGUEZ: Intended occupant should
18 be low --

19 MR. PADILLA: Would have to approximate
20 preapproved based on standards.

21 MR. RODRIGUEZ: Correct.

22 CHAIRMAN JARMON: Can I get a
23 recommendation on these properties being
24 transferred to Land Bank?

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1 MR. PADILLA: Move to approve.

2 MS. CUNNINGHAM: Second.

3 CHAIRMAN JARMON: All in favor?

4 (Ayes.)

5 CHAIRMAN JARMON: Any opposed?

6 MR. HUNTER: Just me.

7 MR. RODRIGUEZ: Abstaining.

8 CHAIRMAN JARMON: 2455 North Carlisle
9 Street. We had this on the Agenda last month.

10 And I seen the approval was contingent upon them
11 cleaning. However, it was for the vacant
12 property -- for a vacant property. We
13 transferred this out back in 1988 and they are
14 selling it.

15 MR. HUNTER: I have a question about the
16 settlement. Looks like found in the deeds -- it
17 looks like it came back into the City's
18 possessions and then settlement began in 2006.

19 CHAIRMAN JARMON: I will have to check
20 it. I don't know offhand. And the question is?

21 MR. HUNTER: I don't think that's the
22 right settlement date. It was a lot sooner.

23 CHAIRMAN JARMON: Okay.

24 Any further questions?

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1 You are here, I'm sorry. Were you here
2 last month?

3 MR. WALL: No.

4 CHAIRMAN JARMON: Is 2455 when did you
5 your name the Mr. wall.

6 MR. WALL: Yes.

7 CHAIRMAN JARMON: We sold it to you
8 when?

9 MR. WALL: I believe 2008, 2006.

10 CHAIRMAN JARMON: Okay.

11 MS. CUNNINGHAM: I think the '88 is when
12 City acquired.

13 CHAIRMAN JARMON: You are in the process
14 of selling?

15 MR. WALL: Yes.

16 CHAIRMAN JARMON: Any questions from the
17 Committee?

18 MR. DODDS: Is there a violation on the
19 property? Looks like there is a notice on the
20 door.

21 CHAIRMAN JARMON: Is there a violation
22 against the title?

23 MR. WALL: Not title.

24 CHAIRMAN JARMON: I mean, against the

1 property.

2 MR. WALL: They were saying they wanted
3 me to fix the roof. They gave me a certain
4 amount of time, L&I. And the investors they
5 mentioned they was going to purchase the
6 property and fix everything.

7 CHAIRMAN JARMON: It's getting ready to
8 be sold, and they are going to develop?

9 MR. WALL: Yes.

10 CHAIRMAN JARMON: Rehab it.

11 Can I get a recommendation?

12 MR. HUNTER: Did you live in the
13 property for five years as the deed restriction
14 states?

15 MR. WALL: No. I lived next door. I
16 own the property next door.

17 MS. CUNNINGHAM: Did you ever do
18 anything to the property?

19 MR. WALL: I had -- no, because I didn't
20 have the funds.

21 MR. PADILLA: How are we going to issue
22 a Certificate of Completion --

23 MS. CUNNINGHAM: We can't say you
24 completed what you haven't completed. You are

1 asking for Certificate of Completion. The
2 restrictions required you to complete certain
3 items. You haven't done that. So, how can we
4 issue a Certificate of Completion for things
5 that you didn't complete?

6 MR. WALL: Well, that's Liberty Bell
7 investors saying they was going to complete the
8 property and everything. Fix it up. Rehab it.

9 MS. CUNNINGHAM: Are they willing to
10 except the restrictions in their deed?

11 MR. WALL: Yes. That's why they told me
12 to come here.

13 MR. DODDS: I'm not sure they are aware
14 of what -- I don't know Liberty Bell are.

15 MS. CUNNINGHAM: Okay. Are you sure
16 they understand that there are five restrictions
17 in this deed, and that they would be subject to
18 all five of those restrictions?

19 MR. WALL: I believe so. Can I speak to
20 them?

21 MR. PADILLA: I would want to see the
22 document.

23 MS. CUNNINGHAM: Would like to see
24 something where they said they would accept

1 those restrictions in writing. I guess it just
2 never happens.

3 MS. MEDLEY: You can just -- I mean, I
4 don't know put all five. If it's some company
5 or some development they don't intend on living
6 in it, you wouldn't want to put those in there.
7 At least A and B.

8 MS. CUNNINGHAM: Yeah. But get rid of,
9 I guess, C, D E and leave A and B. You would
10 have to at least bring it up to code before they
11 came back? I mean, it's a building. It's not a
12 lot.

13 MS. MEDLEY: What we are doing is
14 consenting to the sale to the Liberty Bell.
15 Taking the three off, leaving the two and then
16 giving them extension of time and giving Liberty
17 Bell a year to develop. That way we still have
18 the ability to take it back.

19 MR. HUNTER: Why don't we take it back
20 now and then sell to them? I mean, he didn't --
21 you don't see the five years in there as often
22 as we see in the other. Didn't live there for
23 five years. Wasn't rehabilitated. It's had
24 unsafe structure violation on it. I mean --

1 MR. O'DWYER: I mean, the only concern I
2 would have is how fast would something like that
3 be turned around. Isn't in the City's best
4 interest to try to get it into somebody.
5 Current owner is --

6 MR. RODRIGUEZ: It won't be a fast
7 process.

8 MR. O'DWYER: It's it in the City's best
9 interest to make sure that this doesn't continue
10 to deteriorate. Isn't the best way to do that
11 is to get it into someone else's hands as a
12 practical concern?

13 MR. RODRIGUEZ: Yes.

14 MS. CUNNINGHAM: Yes.

15 MR. DODDS: That 85/15 split that we
16 talked about earlier, is that happening here?

17 MS. CUNNINGHAM: It could.

18 MS. MEDLEY: No. It's past five years.

19 MS. CUNNINGHAM: It's been -- yes, it's
20 been longer than five years. You're right.

21 MR. RODRIGUEZ: I move --

22 CHAIRMAN JARMON: Can I get a
23 recommendation?

24 MR. RODRIGUEZ: I move that we approve

1 the sale contingent on the new owners accepting
2 restrictions A and B.

3 MR. O'DWYER: I second that.

4 CHAIRMAN JARMON: Going to approve it
5 contingent upon them accepting the two A and B
6 restrictions in the deed. If you need them to
7 get in contact with me, I will explain it.

8 All in favor?

9 (Ayes.)

10 CHAIRMAN JARMON: Any opposed?

11 (No opposition.)

12 CHAIRMAN JARMON: Thank you.

13 - - -

14 (At this time, a discussion was held off
15 the record.)

16 - - -

17 CHAIRMAN JARMON: Next item, 5518
18 Florence Avenue. This was transferred as a
19 single family dwelling.

20 MR. RODRIGUEZ: We didn't do 4320
21 Lancaster.

22 CHAIRMAN JARMON: Oh, okay. This is a
23 property that Land Bank asked to have PHA
24 transferred to them.

1 Angel?

2 MR. RODRIGUEZ: This triangle is up for
3 conveyance. PHA has that there is existing
4 issue so they consented to convey to Land Bank.

5 MS. CUNNINGHAM: Motion to approve.

6 MR. PADILLA: Second.

7 CHAIRMAN JARMON: All in favor?

8 (Ayes.)

9 CHAIRMAN JARMON: Any opposed?

10 (No opposition.)

11 MR. RODRIGUEZ: Abstain.

12 CHAIRMAN JARMON: 5518 Florence Avenue.

13 (Applicant approached podium.)

14 CHAIRMAN JARMON: Good afternoon.

15 MR. TANG: Good afternoon.

16 CHAIRMAN JARMON: State your name for
17 the record.

18 MR. TANG: Here for 5518 Florence
19 Avenue.

20 CHAIRMAN JARMON: You are with Berk
21 Contracting?

22 MR. TANG: Sorry?

23 CHAIRMAN JARMON: What is your name,
24 sir?

1 MR. TANG: On behalf of 5518 Florence.

2 CHAIRMAN JARMON: What is your name?

3 MR. TANG: Charlie Tang.

4 CHAIRMAN JARMON: You are here asking
5 that the restriction be lifted on the deed?

6 MR. TANG: Yes.

7 CHAIRMAN JARMON: Can I get a
8 recommendation?

9 MR. HUNTER: This is a vacant property
10 right now?

11 MR. RODRIGUEZ: Did you live in this
12 property?

13 MR. TANG: No.

14 MR. HUNTER: Also inactive vacant
15 property license on it. I don't know if that is
16 going to be --

17 MR. O'DWYER: This was sold in 1984 to a
18 guy name Thomas London as a single family
19 developing. At some point it was sold to the
20 current applicant and either -- was this vacant
21 when you bought it?

22 MR. TANG: It's vacant.

23 MR. O'DWYER: It was vacant when you
24 bought it. Had previously become vacant.

1 CHAIRMAN JARMON: Just asking that the
2 restriction be lifted from 84.

3 MR. RODRIGUEZ: He's had this property
4 since when?

5 MS. JOHNSON: When did you acquire it.

6 MS. CUNNINGHAM: He hasn't had it that
7 long.

8 CHAIRMAN JARMON: He hasn't had it long.

9 MR. O'DWYER: I mean --

10 MS. JOHNSON: When did you purchase the
11 property?

12 MR. TANG: I believe 2014.

13 MR. O'DWYER: Presumably whatever the
14 original deed restrictions are have expired?

15 MS. CUNNINGHAM: Except for A and B and
16 we can release those if they want.

17 CHAIRMAN JARMON: If that was a single
18 family dwelling, if we transferred this out as a
19 single family dwelling, the property was
20 rehabbed at the time of settlement.

21 MS. CUNNINGHAM: At that time they had
22 to meet those before you conveyed, right?

23 CHAIRMAN JARMON: Yes.

24 MS. CUNNINGHAM: Move to approve the

1 release.

2 MR. O'DWYER: Second.

3 CHAIRMAN JARMON: All in favor?

4 (Ayes.)

5 CHAIRMAN JARMON: Any opposed?

6 (No opposition.)

7 CHAIRMAN JARMON: Thank you, sir. We
8 will be in touch.

9 1319 Markoe.

10 MR. O'DWYER: Single family home.

11 CHAIRMAN JARMON: This was transferred
12 to West Shore. I think it's owned by another
13 individual now.

14 Can I get a recommendation?

15 MR. O'DWYER: Move to issue Certificate
16 of Completion.

17 MS. CUNNINGHAM: Second.

18 CHAIRMAN JARMON: All in favor?

19 (Ayes.)

20 CHAIRMAN JARMON: Any opposed?

21 (No opposition.)

22 CHAIRMAN JARMON: The next three
23 properties on Parrish, they were developed.

24 They are going to give me the Certificate of

1 Occupancies. They have the agreement of sales.

2 Can I get a recommendation?

3 MR. HUNTER: Move to issue the
4 certificate of completions subject to receiving
5 the certificate of occupancy.

6 MR. RODRIGUEZ: Second.

7 CHAIRMAN JARMON: All in favor?

8 (Ayes.)

9 CHAIRMAN JARMON: Any opposed?

10 (No opposition.)

11 CHAIRMAN JARMON: 420 Winona.

12 MS. CUNNINGHAM: We got new pictures.

13 It's clean-ish now, or they haven't removed
14 debris yet?

15 CHAIRMAN JARMON: They just did it over
16 the weekend.

17 Can I get a recommendation?

18 MS. CUNNINGHAM: Motion to approve.

19 MR. RODRIGUEZ: Second.

20 CHAIRMAN JARMON: All in favor?

21 (Ayes.)

22 CHAIRMAN JARMON: Any opposed?

23 (No opposition.)

24 CHAIRMAN JARMON: 2103 to 7 East

1 Somerset. This was transferred back in 1991.

2 MR. O'DWYER: Looks like it's a
3 functioning business.

4 MS. JOHNSON: It's an industrial
5 building.

6 CHAIRMAN JARMON: That was transferred
7 in 1991. Can I get a recommendation?

8 MS. CUNNINGHAM: Motion to approve.

9 MR. O'DWYER: Second.

10 CHAIRMAN JARMON: All in favor?

11 (Ayes.)

12 CHAIRMAN JARMON: Any opposed?

13 (No opposition.)

14 CHAIRMAN JARMON: 114 East Phil-Ellena.
15 This was transferred in 1986. It was side yard.

16 Can I get a recommendation?

17 MR. O'DWYER: Motion to issue the
18 Certificate of Completion.

19 MS. CUNNINGHAM: Second.

20 CHAIRMAN JARMON: All in favor?

21 (Ayes.)

22 CHAIRMAN JARMON: Any opposed?

23 (No opposition.)

24 CHAIRMAN JARMON: 5606 and 5626 Walnut

1 Street. These properties were transferred to
2 PHDC. And then they in turn transferred out to
3 an applicant. Yeah. And now they --

4 MR. O'DWYER: Are these owned by the
5 same person now?

6 CHAIRMAN JARMON: No. They are separate
7 individuals that PHDC transferred to.

8 MR. O'DWYER: You says --

9 MS. CUNNINGHAM: I thought they were
10 PHA.

11 CHAIRMAN JARMON: PHA?

12 MS. CUNNINGHAM: Owned by PHA. And I
13 think HUD is approved for them to dispose. They
14 got authorization from HUD to dispose the
15 properties, but they want restrictions released.

16 MR. O'DWYER: Okay.

17 MS. CUNNINGHAM: Motion to approve.

18 MR. O'DWYER: Second.

19 CHAIRMAN JARMON: All in favor?

20 (Ayes.)

21 CHAIRMAN JARMON: Any opposed?

22 (No opposition.)

23 CHAIRMAN JARMON: 838 Woodlawn. This
24 was transferred in 1984.

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1 MR. O'DWYER: It's abandoned now?

2 CHAIRMAN JARMON: Yeah. It's vacant
3 now. They are selling it.

4 Can I get a recommendation?

5 MR. O'DWYER: Motion to approve.

6 MS. CUNNINGHAM: Second.

7 CHAIRMAN JARMON: All in favor?

8 (Ayes.)

9 CHAIRMAN JARMON: Any opposed?

10 (No opposition.)

11 CHAIRMAN JARMON: 4508 Merion Avenue.

12 This was transferred as a side yard in 1989.

13 Can I get a recommendation?

14 MS. CUNNINGHAM: Motion to approve
15 pending -- contingent upon cleaning.

16 MR. O'DWYER: Second.

17 CHAIRMAN JARMON: All in favor?

18 (Ayes.)

19 CHAIRMAN JARMON: Any opposed?

20 (No opposition.)

21 CHAIRMAN JARMON: Next item, 2635 North
22 Douglas Street. Transferred out in 1988.

23 MR. O'DWYER: Motion to approve.

24 MS. CUNNINGHAM: Second.

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1 CHAIRMAN JARMON: All in favor?

2 (Ayes.)

3 CHAIRMAN JARMON: 1119 North Orianna and
4 1120 Galloway Street. They were on the same
5 deed. Was transferred as a side yard back in
6 '03 but now has since been developed.

7 MS. CUNNINGHAM: Do we have certificate
8 of occupancy for that?

9 CHAIRMAN JARMON: Contingent upon -- no.
10 They been -- this is an occupied property.

11 MS. CUNNINGHAM: It was occupied for a
12 long time.

13 CHAIRMAN JARMON: Yeah.

14 MS. CUNNINGHAM: Okay.

15 CHAIRMAN JARMON: Recommendation?

16 MR. O'DWYER: Motion.

17 MS. CUNNINGHAM: Second.

18 CHAIRMAN JARMON: All in favor?

19 (Ayes.)

20 CHAIRMAN JARMON: 2306 and 08 Fairhill
21 transferred to two lots.

22 MS. CUNNINGHAM: Motion to approve
23 contingent upon removing the debris and cleaning
24 the lots and the sidewalk.

1 MR. O'DWYER: Second.

2 CHAIRMAN JARMON: All in favor?

3 (Ayes.)

4 CHAIRMAN JARMON: Any opposed?

5 (No opposition.)

6 CHAIRMAN JARMON: 625 North 11th Street.

7 This was a property that was transferred from
8 PHDC to Land Bank. And they are asking that we
9 removed the restriction on the deed from 1980.

10 MR. HUNTER: This was just sold in
11 August from Land Bank.

12 CHAIRMAN JARMON: But it has the
13 restriction on the deed.

14 MR. RODRIGUEZ: We didn't -- what we are
15 trying to do is go back and remove those
16 restrictions. When we conveyed it out, we did
17 not know that PHDC had chain of title removing
18 restrictions under settlement and remove of
19 transfer. I will mention to the Committee that
20 there will be more properties either from PRA or
21 PHDC that Land Bank will be coming back for
22 certificates of completion and removing of
23 restrictions.

24 MR. HUNTER: You want the developer

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1 agreement would cover the City's interest?

2 MR. RODRIGUEZ: Uh-huh.

3 CHAIRMAN JARMON: Recommendation?

4 MR. O'DWYER: Motion to issue
5 Certificate of Completion.

6 MS. CUNNINGHAM: Second.

7 CHAIRMAN JARMON: All in favor?

8 (Ayes.)

9 CHAIRMAN JARMON: Any opposed?

10 (No opposition.)

11 MR. RODRIGUEZ: Abstain.

12 CHAIRMAN JARMON: Next item, 2610 Titan.
13 This was transferred as a side yard in 1998.

14 Can I get a recommendation?

15 MS. JOHNSON: Recommend that we approve
16 certificate of completion.

17 MR. PADILLA: Second.

18 CHAIRMAN JARMON: All in favor?

19 (Ayes.)

20 CHAIRMAN JARMON: Any opposed?

21 (No opposition.)

22 CHAIRMAN JARMON: 1934 Diamond Street.

23 Was transferred back in 1989. Is a lot.

24 MS. CUNNINGHAM: We haven't since gone

1 to sheriff sale? I think the current owner
2 property --

3 CHAIRMAN JARMON: Sheriff sale.

4 MR. O'DWYER: This picture, just to be
5 clear, covers the expanse of the lodging in
6 question -- sorry. I'm on the wrong.

7 MS. CUNNINGHAM: There is more than one
8 lot picture there.

9 MR. HUNTER: That picture is not the
10 same lot as -- looks like they are both large
11 pieces of land. That the houses looked
12 different the one I saw.

13 CHAIRMAN JARMON: Can I get a
14 recommendation on the 1934 Diamond?

15 MR. O'DWYER: Move to issue certificate
16 of completion.

17 MR. PADILLA: Second.

18 CHAIRMAN JARMON: All in favor?

19 (Ayes.)

20 CHAIRMAN JARMON: 3613-15 North 8th
21 Street. I think this is the same issue as the
22 property at 2122 East Arizona. I think we make
23 the same recommendation. Table it until we get
24 legal advice.

1 MS. JOHNSON: The issue being that it's
2 a house on the side?

3 CHAIRMAN JARMON: It had the restriction
4 in the deed. And it was fairly recent.

5 MS. CUNNINGHAM: And in addition, they
6 didn't do what they said they were going to do
7 with the property. Their proposal was to open a
8 daycare.

9 CHAIRMAN JARMON: I think this one had a
10 mortgage against it. Don't think it was the
11 LAMA. I think it was appraisal.

12 Going to table this until we get legal
13 advice on the transfer.

14 Add the addendum to the Agenda.

15 3417 Brandywine Street.

16 (Applicant approached podium.)

17 CHAIRMAN JARMON: Can I get a
18 recommendation?

19 Oh, you're here. Sorry. State your
20 name for the record.

21 MR. GRAY: My name is Andrew Gray. I am
22 the real estate agent for this property. I am
23 representing Mr. Joel Bagwell in the sale of
24 this property. Currently, we are under

1 contract. We are supposed to settle on
2 October 29. However, the reverter clause which
3 is on the deed has prevented that sale. So if
4 at all possible, we would like that removed and
5 expedited so we can close in a timely manner.

6 I have here the certificate of
7 occupancy.

8 CHAIRMAN JARMON: I have certificate of
9 occupancy.

10 MR. GRAY: Mr. Bagwell built on this
11 land, I think, in 2014. And very nice home. I
12 also have the agreement of sale as well as the
13 letter of intent to remove the reverter clause.

14 CHAIRMAN JARMON: Are there any
15 questions from the Committee.

16 MR. O'DWYER: You said you have the
17 certificate of occupancy?

18 CHAIRMAN JARMON: Right here.

19 MR. O'DWYER: Motion to approve.

20 MS. CUNNINGHAM: Second.

21 CHAIRMAN JARMON: They are asking that
22 we expedite the release.

23 MS. CUNNINGHAM: When is settlement
24 scheduled for?

1 MR. GRAY: Settlement was October 29, we
2 couldn't sell it because we couldn't get the
3 funding due to the --

4 MS. CUNNINGHAM: When is the reschedule?

5 MR. GRAY: Sixteenth, for this Friday.

6 CHAIRMAN JARMON: All in favor?

7 (Ayes.)

8 CHAIRMAN JARMON: Any opposed?

9 (No opposition.)

10 CHAIRMAN JARMON: 2009 East Dauphin
11 Street.

12 MR. RODRIGUEZ: Is this acquired as a
13 side yard?

14 CHAIRMAN JARMON: This is the same with
15 the self-amortizing mortgage.

16 (Applicant approached podium.)

17 CHAIRMAN JARMON: State your name for
18 the record.

19 MR. FRANCISCO: Francisco Rodriguez.

20 MR. O'DWYER: Is this the same where
21 there was both the --

22 MS. CUNNINGHAM: With the addition of
23 the properties not being --

24 MR. FRANCISCO: A lot of construction.

1 MS. CUNNINGHAM: You are not maintaining
2 the property.

3 MR. FRANCISCO: Like what you mean? I
4 take care of it.

5 MS. JOHNSON: It's not clean.

6 MR. PADILLA: This ain't clean.

7 MR. FRANCISCO: I know. That's
8 neighbors, the apartment building. I put the
9 fence up. And you can see in the picture, they
10 keep taking it down. You know, there was a
11 fence there originally. They took it down and
12 they pour concrete in the alley that we are
13 supposed to share and made it their own.

14 If we can see there in the folder.

15 MR. RODRIGUEZ: Are you saying they
16 encroached on the property?

17 MR. FRANCISCO: Yes. Evidence is in the
18 folder.

19 MS. JOHNSON: Are you selling it now?

20 MR. FRANCISCO: No. We was thinking
21 about doing that, but we didn't know anything
22 about the restrictions and stuff like that.

23 MS. CUNNINGHAM: Why do you want to --

24 MR. FRANCISCO: Actually, I came to try

1 to pay what I owe to the City.

2 MR. RODRIGUEZ: Satisfy the mortgage?

3 MR. FRANCISCO: Yes.

4 MR. RODRIGUEZ: That's a separate issue.

5 MS. CUNNINGHAM: That's a separate issue
6 from the restrictions on the property.

7 MR. FRANCISCO: Right. I don't know
8 anything about restrictions. I am learning from
9 sitting here listening to everybody. But you
10 know, I have a -- I don't know if you can see in
11 the folder there the fence I have directed
12 there. And I have to find out who owns that
13 property and you know.

14 MR. RODRIGUEZ: Which property is yours?
15 To the left or right.

16 MR. FRANCISCO: If you look to the left,
17 there is big tree that fall and knock the fence
18 down that I erected on both sides to keep it
19 clean. I cleaned it well.

20 MS. CUNNINGHAM: When did you put the
21 fence up?

22 MR. FRANCISCO: Since I got permission
23 to take over the property. I fenced it up on
24 both sides and the front and the back. I always

1 kept it clean. You can ask any of the
2 neighbors.

3 MR. RODRIGUEZ: Your house is to the
4 left?

5 MR. FRANCISCO: Right.

6 MR. RODRIGUEZ: This locks abandoned
7 this property to the right looks abandoned.

8 MR. FRANCISCO: No. It's an apartment
9 building.

10 MR. RODRIGUEZ: Oh.

11 MR. FRANCISCO: It's a big building.
12 They keep taking all the trash and those
13 fencing, it belongs to them.

14 MR. HUNTER: You are not asking for
15 Certificate of Completion. You want to --

16 MR. FRANCISCO: I actually came to make
17 an agreement to pay what I owe.

18 MR. O'DWYER: This is self-amortizing
19 mortgage?

20 MS. CUNNINGHAM: Yes.

21 MR. O'DWYER: If you don't have plans to
22 sell the property and pay today, if you hold
23 onto it, you will pay less money later or no
24 money if the mortgage goes down.

1 MR. FRANCISCO: Well, my property --
2 it's hard for me to maintain. Usually, I go
3 there every two weeks to cut the grass. But
4 every two weeks I find trash, you know, I'm
5 saying from the neighbors.

6 MS. CUNNINGHAM: I don't understand what
7 that has to do with paying off the mortgage.

8 MR. FRANCISCO: I paid -- my house is
9 paid off, my mortgage and everything.

10 MS. JOHNSON: You want to sell the
11 property is what you are thinking?

12 MR. FRANCISCO: I am thinking about
13 building actually.

14 MS. CUNNINGHAM: Thinking about building
15 on the property?

16 MR. FRANCISCO: Yes.

17 MR. O'DWYER: He doesn't need the sale
18 of the mortgage.

19 MS. CUNNINGHAM: You don't have to
20 settle the mortgage to do that.

21 MR. FRANCISCO: Okay. I don't see -- I
22 don't know. They are telling me all different
23 things. I came myself to see what it is.

24 MR. HUNTER: Can we table this for now

1 and continue it offline?

2 MR. O'DWYER: I think maybe a
3 conversation with the applicant offline just
4 about what the options are, what he's trying to
5 do. We just don't want you to go and spend a
6 bunch of money for no reason if you are not
7 planning on doing anything with the property
8 immediately. Then there is no reason.

9 MR. FRANCISCO: I don't know if you see
10 in the photo, that sidewalk is pretty bad. It's
11 all been bad. I don't want to invest my money,
12 and then something happens that I can take it
13 from me because may neighbors like to throw
14 trash in here.

15 MR. RODRIGUEZ: You do know you have
16 site control, right?

17 MR. FRANCISCO: Yes.

18 MR. RODRIGUEZ: For all intents and
19 services, properties of deeds, it is your
20 property. There are restrictions on it. You
21 are responsible for it. And you should be
22 calling 311 and taking pictures of anybody who
23 is short dumping in your property.

24 MR. FRANCISCO: I know for a fact is

1 because it's neighbors, the apartment. And the
2 dogs come and shit all over the place. They
3 took the fence down a couple times. What do I
4 have to do, put a video camera to prove it?

5 MR. RODRIGUEZ: I wouldn't do that. But
6 at this point calling 311 and asking for help
7 from L&I on your side would be helpful because
8 that water heater, that's construction debris.

9 MR. FRANCISCO: Right. Right. I had
10 that as a side yard for children for swimming
11 pool and everything. People throw whatever they
12 want in there.

13 MR. RODRIGUEZ: You did what? You said
14 you had it for your kids and then you did what?

15 MR. FRANCISCO: When I had the property,
16 I had it real nice with the swimming pool and
17 everything for my kids.

18 MR. RODRIGUEZ: You have the property.

19 MR. FRANCISCO: I mean, when I had the
20 property next to it. I sold the property. And
21 now I just got a lot.

22 MS. CUNNINGHAM: I see. It's no longer.

23 MR. FRANCISCO: What I am saying, since
24 I'm not there, people from the apartments are

1 just trashing it. People come to clean and
2 everything.

3 CHAIRMAN JARMON: Okay.

4 MR. O'DWYER: Coming and paying the
5 mortgage isn't going to stop the people from
6 trashing it. What he is saying like get L&I
7 involved. Whatever you need to do to keep it
8 cleaned out, you know, unless there -- unless
9 you have an urgent need to clear up this
10 mortgage, you are able to fix the sidewalk, you
11 are able to clean it, keep it in good shape.
12 And therefore, you don't need to pay a bunch of
13 money.

14 MR. FRANCISCO: Save my money and keep
15 taking care of it.

16 MR. O'DWYER: Yeah. If you just keep
17 taking care of it, the mortgage will completely
18 go away. You won't have to pay anything.

19 MR. FRANCISCO: But I can build if I
20 want to build.

21 MR. O'DWYER: If few want to build,
22 build.

23 MR. RODRIGUEZ: If you want to build,
24 you have to speak to Ms. Jarmon about it and get

1 your plans, permits and all that.

2 MR. O'DWYER: There is nothing in the --
3 there is no restriction against him building.

4 MR. RODRIGUEZ: He has all five
5 restrictions. In which case, he can build.

6 MR. O'DWYER: Right.

7 MR. FRANCISCO: Okay.

8 CHAIRMAN JARMON: The recommendation is
9 to table?

10 MR. FRANCISCO: Correct.

11 MS. JOHNSON: To what?

12 MR. O'DWYER: Recommendation to table.

13 MR. PADILLA: Second.

14 MR. RODRIGUEZ: Indefinitely. This is a
15 non-issue.

16 MR. PADILLA: Request.

17 CHAIRMAN JARMON: Just delete it. I am
18 just going to delete the item for now.

19 MR. FRANCISCO: Thank you.

20 CHAIRMAN JARMON: 1648 Ridge Avenue.

21 MR. RHODES: My name is Frank Rhodes
22 1648. I'm the owner of the company that's
23 labeled on that property, 1519 Brown Street,
24 LLC.

1 CHAIRMAN JARMON: Did you recently buy
2 this Ridge Avenue?

3 MR. RHODES: I purchased it about three
4 years ago off Mark Seidman.

5 MS. CUNNINGHAM: Okay. We are going to
6 need the vehicle removed and the lot cleaned.

7 MR. RHODES: The vehicle was removed
8 this morning.

9 CHAIRMAN JARMON: Okay.

10 MR. O'DWYER: The lot still cleaned, the
11 oil barrel removed, the weeds cut, et cetera.

12 MR. RHODES: The oil barrel is gone. We
13 are going to start digging in two weeks. I was
14 going to cut the grass, but we are -- our
15 building permit is in next week.

16 MS. CUNNINGHAM: We are going to need
17 photographic evidence of it being cleaned before
18 we can issue the release.

19 MR. RHODES: Is that the grass cut and
20 all?

21 MR. O'DWYER: Yes. Cut the grass and
22 send a picture to the Chairwoman.

23 MR. RHODES: Okay.

24 MR. O'DWYER: Motion to release

1 contingent upon photographic evidence that the
2 lot has been cleaned up.

3 MS. CUNNINGHAM: Second.

4 MR. HUNTER: Do we know if there is any
5 violation on this property?

6 MS. CUNNINGHAM: Well, there is -- if
7 there is blanket contingency on no municipal
8 deeds and encumbrances, which means no back
9 taxes, no outstanding L&I violations. All of
10 those have to be taken care of before release is
11 issued.

12 MR. RHODES: Okay.

13 CHAIRMAN JARMON: All in favor?

14 (Ayes.)

15 CHAIRMAN JARMON: Any opposed?

16 (No opposition.)

17 CHAIRMAN JARMON: Thank you.

18 MR. RHODES: Thank you.

19 CHAIRMAN JARMON: This next item, the
20 guy was here but he had a appointment at
21 11:00 o'clock. Looks like he wants to sell this
22 along with his property at 2723 Poplar Street.
23 There is a self-amortizing mortgage against it
24 for \$12,260.

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1 MR. RODRIGUEZ: Wasn't this gentleman at
2 the Committee like months ago?

3 CHAIRMAN JARMON: No. He wasn't here.

4 MR. RODRIGUEZ: It's not fenced or
5 maintained.

6 MS. CUNNINGHAM: Just got it two years
7 ago, almost three.

8 MR. RODRIGUEZ: He has a mortgage on it?

9 CHAIRMAN JARMON: Yeah.

10 MR. RODRIGUEZ: I move that we table.

11 MR. HUNTER: Second.

12 CHAIRMAN JARMON: Reason?

13 MR. RODRIGUEZ: Same issue we had with
14 the other two properties, three properties.

15 CHAIRMAN JARMON: Next item, 2610 Annin
16 Street.

17 MR. O'DWYER: Do we need to vote on that
18 motion made?

19 CHAIRMAN JARMON: All in favor?

20 (Ayes.)

21 CHAIRMAN JARMON: Any opposed?

22 (No opposition.)

23 CHAIRMAN JARMON: 2610 Annin. This guy
24 sent me this -- well, Bill took this picture

1 this morning. Guy told me yesterday he cleaned
2 it. This is cleaned?

3 (Applicant approached podium.)

4 MR. SHKLOVSKY: Sorry. That is actually
5 under the tarp. That's the building material of
6 the builders next door, which he said should
7 have had removed this morning.

8 CHAIRMAN JARMON: Okay. State your name
9 for the record.

10 MR. SHKLOVSKY: My name is Steve
11 Shklovsky. And I am here in reference to 2610
12 Annin. Purchased it this summer, I believe, in
13 June along with 2620 Annin from RDA. And what I
14 am doing now is actually trading 2610 for 2622
15 Annin with another builder. That way I can
16 develop simultaneously 2618 which I own, 2620
17 which also had the restriction for RDA and 2622.
18 And in order to trade 2610, I need to get the
19 restriction removed.

20 MR. RODRIGUEZ: How is this conveyed?

21 CHAIRMAN JARMON: He sold it. I mean,
22 he purchased it.

23 MR. RODRIGUEZ: At fair market value?

24 MS. CUNNINGHAM: Didn't we have this

1 conversation when you came in June that they
2 were not contiguous lots and you were aware of
3 that and you were okay with it? Didn't we have
4 the whole?

5 MR. SHKLOVSKY: They weren't contiguous.
6 I bought 2610 and 2620 in June.

7 MS. CUNNINGHAM: Okay. So if we did
8 that, then you would have three continuous lots
9 if we allowed you to sell, basically, and then
10 purchase. But it still is just two separate
11 sales.

12 MR. RODRIGUEZ: Right.

13 MS. CUNNINGHAM: I guess it's a swap.
14 But the one you are acquiring from the other
15 developer is not going to have any restrictions
16 in it.

17 MR. SHKLOVSKY: It's not going to have
18 restrictions, correct. But the lot right neck
19 to it --

20 MS. CUNNINGHAM: You can voluntarily put
21 restrictions in it.

22 MR. SHKLOVSKY: For the one I am
23 purchasing, the trade, that's fine.

24 MR. O'DWYER: Okay.

1 MR. SHKLOVSKY: I will be developing
2 them at the same time for 16 to 22.

3 MS. CUNNINGHAM: What's that?

4 MR. HUNTER: Put the restrictions on the
5 loot that wasn't.

6 MS. CUNNINGHAM: Why not? He
7 voluntarily put --

8 MS. MEDLEY: There is no reason -- we
9 don't have a reason to release the restrictions,
10 but we can allow him to transfer it and transfer
11 the conditions onto it.

12 MR. HUNTER: That's what I was --

13 MR. O'DWYER: He is saying the newly
14 proposed new owner will not accept it with the
15 conditions because he doesn't plan on building
16 within a year.

17 MR. SHKLOVSKY: He does plan on
18 building. I did not talk to him about the
19 potential to except it. Title company basically
20 told me we have to clear it out. He owns the
21 building next door, which he is finishing
22 construction on. And he already -- he had to
23 sign agreement so he can start on this
24 permitting. I think he is going to break ground

1 before me for 2610.

2 MS. CUNNINGHAM: We can that's the --

3 MR. SHKLOVSKY: I am fine with
4 transferring the restrictions to 2622 because I
5 will develop it simultaneously with 2620, which
6 has the restriction any way.

7 MR. RODRIGUEZ: There is precedent to
8 that in terms of garden agreements. We have
9 done the swaps where we had a side yard and
10 allowed the restrictions to go to the property.

11 So in he essence, the property he would
12 be acquiring because you are already planning on
13 building within the year, correct?

14 MR. SHKLOVSKY: Correct.

15 MR. RODRIGUEZ: If you got the property
16 closer to where you currently live construction,
17 immediately begin construction?

18 MR. SHKLOVSKY: They will be built
19 simultaneously, 23 contiguous lots with 20 being
20 the one in the middle. That will still have the
21 restriction from June.

22 MR. RODRIGUEZ: There is a way for him
23 to accept restriction on the new lot that he's
24 acquiring for this spot.

1 MS. MEDLEY: I have not had experience
2 with that, so --

3 MR. RODRIGUEZ: We have been dealing
4 with Brendan on this one as well. There is
5 another swap. There is a way to convey it and
6 swap the restrictions if you are amenable to
7 that.

8 MS. MEDLEY: You have done it where the
9 other lot wasn't a City-owned lot?

10 MR. RODRIGUEZ: Yes.

11 MR. PADILLA: PRA has done that on
12 garden agreements, as well.

13 MR. RODRIGUEZ: Land Banks doing that on
14 garden agreement.

15 MR. PADILLA: As long as the restriction
16 is maintained, it can be.

17 MR. HUNTER: What's the problem with
18 leaving it on cart blanc if the new owner is
19 going to accept it?

20 MS. CUNNINGHAM: If the new owner is
21 going to accept. We can do either way. The
22 developers are swapping.

23 MR. O'DWYER: Can we approve it and
24 leave it up to the purchaser and the seller,

1 which of the two options they want to do?

2 MS. CUNNINGHAM: Do you understand what
3 those are?

4 MR. SHKLOVSKY: I do. I don't want to
5 speak for the developer.

6 MS. CUNNINGHAM: Right. You can get
7 back to us later.

8 MR. SHKLOVSKY: I am fine with putting
9 restriction on the lot I am taking over.

10 MR. RODRIGUEZ: That's the easiest
11 thing.

12 MR. SHKLOVSKY: As for me, it is three
13 lots in a row I am going to break ground. If
14 it's one restriction or two doesn't make a
15 difference.

16 MS. CUNNINGHAM: Makes it easy.

17 MR. SHKLOVSKY: Only question is, the
18 restriction will start from the same date as the
19 other lot in June or from the settlement date?

20 MR. RODRIGUEZ: Settlement date of the
21 transfer.

22 MR. SHKLOVSKY: Okay.

23 MR. O'DWYER: What's the address of the
24 lot that will be -- the requirements will be

1 transferred to?

2 MR. SHKLOVSKY: 2622 Annin.

3 MR. O'DWYER: So, I move that we consent
4 to the swap and transfer the deed restrictions
5 to 2622 Annin Street.

6 MR. PADILLA: Second.

7 MR. HUNTER: I mean, if Linda feels like
8 it's a problem doing it --

9 MR. RODRIGUEZ: I'm not going speak for
10 you. The only reason why I suggested it is that
11 PRA's legal department has done it. Land Bank's
12 legal department has done it. We worked out a
13 scope of how it happened with Brendan who is
14 real estate, in charge of real estate and with
15 the City. So I mean, there is a way to do that
16 and convene it to the side yard.

17 We would have to be at the table.

18 MR. SHKLOVSKY: I was just going to ask
19 the logistics.

20 MR. RODRIGUEZ: We would be at
21 settlement table.

22 MR. SHKLOVSKY: And you provide to the
23 title company all the paperwork and deed
24 requirements.

1 MR. RODRIGUEZ: Correct.

2 MR. SHKLOVSKY: Yeah, that's fine.

3 CHAIRMAN JARMON: What is the
4 recommendation?

5 MR. O'DWYER: The motion is that we
6 consent to the property swap and transfer the
7 deed restrictions from 2610 Annin Street to 2622
8 Annin Street.

9 MS. MEDLEY: I think my --

10 CHAIRMAN JARMON: Who owns 2622?

11 MR. O'DWYER: He does. That's the
12 property that will be swapped out for this and
13 that he's planning on building on. And he's
14 voluntarily.

15 MS. MEDLEY: I think it's something that
16 just needs to be worked on. I understand what
17 you've been saying. It's just that we can't
18 give them Certificate of Completion because he
19 hasn't done that. So I am just -- I am trying
20 to think of how --

21 MR. RODRIGUEZ: He wouldn't because the
22 restrictions then get conveyed to the new
23 property. Then you release to the other
24 property.

1 MR. PADILLA: The certificate of release
2 moves to the property where restrictions are
3 placed.

4 MS. MEDLEY: I am just thinking ahead
5 how the release is going --

6 MR. RODRIGUEZ: That is through side
7 letter conveyance. We would be at the table
8 that. He accepts the restrictions on the
9 property he gets. And then we release on the
10 property he's like conveying out. What we end
11 up with contiguous development parcel and
12 restrictions on that third parcel that would
13 have to be -- he have to come back for release.
14 And all five would be -- all five would -- all
15 two, A and B.

16 MR. O'DWYER: We have a motion and a
17 second.

18 CHAIRMAN JARMON: All in favor?

19 (Ayes.)

20 CHAIRMAN JARMON: Any opposed?

21 (No opposition.)

22 CHAIRMAN JARMON: Like to add last
23 month's Agenda, I mean, Minutes to the Agenda.

24 MR. O'DWYER: Motion to add last

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1 Minutes.

2 MR. PADILLA: Second.

3 CHAIRMAN JARMON: All in favor?

4 (Ayes.)

5 CHAIRMAN JARMON: Meeting is adjourned.

6 (At this time, the VPRC meeting
7 adjourned at 12:45 p.m.)

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C E R T I F I C A T I O N

I, hereby certify that the proceedings and evidence noted are contained fully and accurately in the stenographic notes taken by me in the foregoing matter, and that this is a correct transcript of the same.

ANGELA M. KING, RPR,
Court Reporter, Notary Public

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