



Staff Report

PLANNING DIVISION
COMMUNITY & ECONOMIC DEVELOPMENT

To: Salt Lake City Planning Commission
From: Doug Dansie, 801-535-6182, doug.dansie@slcgov.com
Date: March 23, 2016
Re: PLNPCM2016-0006 Former Public Safety Building Surplus Property

Former Public Safety Building Surplus

PROPERTY ADDRESSES: 315 East 200 South (sub addresses: 327 E 200 S, 175 S 300 E, 305 E 200 S, 325 E 200 S, 329 E 200 S)

PARCEL ID NUMBERS: 1606205017

REQUEST: Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 315 E 200 South, pursuant to Municipal Code section 2.58.040.

Salt Lake City has recently constructed a new Public Safety Building and is proposing to dispose of the former Public Safety Building to be redeveloped in conformity of the zoning code. Salt Lake City Real Property Management has conducted a request for proposals to choose and designate a developer who will restore the existing building in accordance with historical guidelines and build new housing on the site.

RECOMMENDATION: The Planning Commission is not required to make a recommendation, however, if they choose to do so; Based on the information in this staff report, Planning Staff recommends that the Planning Commission forward a recommendation of approval to the City Administration to transfer ownership of the property in a manner consistent with section 2.58 of the Salt Lake City Code.

The following motion is provided in support of the recommendation:

Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a favorable recommendation regarding petition PLNPCM2016-0066 to the City Administration supporting transfer of the ownership of the property identified in this staff report in a manner consistent with section 2.58 of the Salt Lake City Code.

ATTACHMENTS:

- A. [ANALYSIS OF STANDARDS](#)
- B. [PUBLIC PROCESS AND COMMENTS](#)
- C. [DEPARTMENT REVIEW COMMENTS](#)
- D. [PHOTOS](#)
- E. [ADDITIONAL PETITIONER INFORMATION](#)
- F. [NOTICE](#)
- G. [MOTIONS](#)

PROJECT DESCRIPTION:

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 315 E 200 South, pursuant to Municipal Code section 2.58.040. The site is approximately 2.72 acres in size and is zoned. The main structure is deemed historically significant and is proposed for renovation as part of the disposal process. The property is located in an R-MU Residential Mixed-Use in Council District 4, represented by Derek Kitchen.



Salt Lake City Real Property Management has managed a process to determine a developer for the site. They are negotiating with Cowboy Partners & Form Development.

The selection process had the following timeline:

August 21, 2015 – Request for Proposal (RFP) released

November 20, 2015 – HAND received four qualified RFP's

December 8, 2015 – Selection Committee RFP evaluation

December 16, 2015 – Selection Committee interviews of two developer finalists

December 22, 2015 – Mayor Becker approved the Selection Committee recommendation

December 29, 2015 – Exclusive Negotiations Agreement with “Cowboy Acquisitions” (Developer) executed allowing for a maximum negotiations period of one year.

ATTACHMENT A: ANALYSIS OF STANDARDS

2.58.040: STANDARDS FOR SALE, TRADE, LEASE, AND CONVEYANCE OR REAL PROPERTY

Factor	Finding	Rationale
<p>1. A significant parcel of real property owned by the city or any significant legal interest therein shall not be sold, traded, leased or otherwise conveyed or encumbered until the city has provided reasonable notice to all interested parties and held at least one public hearing on the proposed conveyance as set forth herein.</p>	Complies	<p>Notices were sent to all abutting neighbors on 3/10/16. Additionally, the notice was posted on the City website on 3/10/16. The notice was published in the local newspapers on 3/12/16. A public hearing before the Planning Commission will be held on 3/23/16.</p>
<p>2. Reasonable notice of the proposed conveyance shall include the following:</p> <ol style="list-style-type: none"> 1. Notice of the proposed conveyance shall be mailed to all abutting property owners. 2. Notice of the proposed conveyance shall be delivered to the office of the city council, posted in the office of the city recorder, delivered to a local media representative, and posted on the city's website. 	Complies	<p>Notices were mailed to all abutting property owners, delivered to the Office of the City Council, posted in the City Recorder's office, delivered to local media, and posted on the City website on 3/10/16.</p>
<p>3. No significant parcel of city owned real property identified in section 2.58.035, including table 2.58.035D, of this chapter may be conveyed until after a public hearing has been held before one or more of the following as may be applicable: the planning commission, the airport board, the public utilities advisory committee, the golf enterprise</p>	Complies	<p>The public hearing is scheduled before the Planning Commission on 3/23/16.</p>

<p>fund advisory board, or the parks, natural lands, trails, and urban forestry advisory board.</p>		
<p>4. In addition to the public hearing required above, the city council may also request a public hearing before the conveyance of the property. Any request for a hearing before the city council must be delivered to the office of the mayor no less than fifteen (15) days after delivery of the notice to the office of the city council pursuant to subsection B2 of this section. If no request for a hearing is made within that time period, the city council shall be deemed to have waived any right to request a hearing.</p> <p>If a written call for hearing has been made by the city council, the mayor or his or her designee shall attend the hearing to hear and consider comments upon proposals to convey the property specified in the notice. The hearing shall take place before, after or in conjunction with a regularly scheduled city council meeting, as determined by the mayor.</p>	<p>Complies</p>	<p>The City Council received notice of these applications on 3/10/16; however the transmittal of the Planning Commission minutes will be considered the official notification to the City Council. There has not been a public hearing requested by that body as of yet.</p>
<p>Any notice of a proposed conveyance of a significant parcel of city owned real property shall specify the following:</p> <ol style="list-style-type: none"> 1. A description of the property to be conveyed or encumbered; 2. The nature of the proposed conveyance or encumbrance, whether the property is to be sold, traded or encumbered, including the nature of the conveyance if the property is to be sold, or if a trade or lease of property is contemplated, a brief summary of the proposed transaction; 3. Persons to whom interests are to be conveyed; 4. Any consideration tendered; 5. The name of the person, department or entity requesting 	<p>Complies</p>	<p>All standards were met when notices were sent.</p>

<p>such action;</p> <p>6. The basis upon which the value of the interest has been determined by the city;</p> <p>7. The date, time and location of the public hearing to be held before the planning commission, airport board, public utilities advisory committee, golf enterprise fund advisory board, or parks, natural lands, trails, and urban forestry advisory board, as applicable. The notice shall further state that interested persons may appear and comment upon the proposal.</p>		
<p>The conveyance or encumbrance of a significant parcel of real property of the city may be finalized:</p> <p>1. By the mayor, at his/her discretion following notice and any public hearings required by this section; or</p> <p>2. By the mayor, if the transfer is revocable and the mayor has determined that an unanticipated combination of facts and conditions of pressing necessity has emerged that requires that action be taken before a city council hearing. Such conditions shall not be deemed to arise unless it appears that delay from the notice or a city council hearing would produce:</p> <p>a. Great or irreparable injury to persons seeking the conveyance or encumbrance, with negligible impact upon city interests;</p> <p>b. Serious detriment to the social or economic interest of the community as whole; or</p> <p>3. Substantial economic loss to the city.</p>	<p>Undetermined</p>	<p>The finalization phase has not yet occurred.</p>
<p>Any decision by the mayor to forego the city council hearing provisions of this section shall be made in writing to the city council, stating the specific</p>	<p>Undetermined</p>	<p>Planning staff has no knowledge of this having occurred in regards to this application.</p>

<p>reasons upon which the decision was based.</p>		
<p>The following shall be exempt from the mandatory procedures of this section:</p> <ol style="list-style-type: none"> 1. The leasing of existing buildings, infrastructure, or facilities; 2. Special events lasting less than twenty one (21) days; 3. The leasing of recreation areas in accordance with their intended use; 4. The selling of burial rights in the Salt Lake City Cemetery; and 5. The granting of easements or other rights that service the property, including grants in connection with utilities or safety equipment such as traffic signal poles. Any such easement or use right must be primarily for the benefit of the city. With respect to open space land under chapter 2.90 of this title, such easement or use right may be granted only with the approval of the city's open space lands manager. (Ord. 50-15, 2015) 	<p>Not Applicable</p>	<p>The subject properties are not exempt from the mandatory procedures.</p>
<p>NOTES:</p>		

ATTACHMENT B: PUBLIC PROCESS AND COMMENTS

Notice of the public hearing for the proposal included:

Public hearing notice delivered to the office of the City Council and posted in office of the City Recorder on March 8, 2016

Public hearing notice posted on City and State websites and Planning Division list serve, mailers sent to all properties within 300 feet of the subject parcels on March 10, 2016.

Public hearing notice published in the newspaper on March 12, 2016.

Public Input:

There have been no public comments as of the date of the printing of this staff report.

ATTACHMENT C: DEPARTMENT REVIEW COMMENTS

Engineering

No comments.

Zoning (Greg Mikolash)

No zoning related issues associated with the surplus of this property

Transportation

No comments.

Public Utilities (Jason Draper)

No objections to the proposed property conveyance. Developer met with DRT concerning redevelopment. All site and building improvements must be reviewed and approved by public utilities. Depending on final building improvements, there may be offsite utility improvements required.

Fire

No comments.

Sustainability

No comments.

Police

No comments.

ATTACHMENT D: PHOTOS



Main structure to be restored



Portion of parcel east of main building



Portion of parcel north of main building

**ATTACHMENT E: ADDITIONAL PETITIONER
INFORMATION**



Street Closure

SALT LAKE CITY PLANNING

OFFICE USE ONLY

Project #: <i>PNPCM2016-00066</i>	Received By: <i>A Anglin</i>	Date Received: <i>1/27/16</i>
Project Name: <i>Surplus Property</i>		

PLEASE PROVIDE THE FOLLOWING INFORMATION

Name/Location of the Street: Former Public Safety Property		<i>315 E. 200 S.</i>
Name of Applicant: Salt Lake City Corp. c/o: Dan Rip		Phone: 801-535-6308
Address of Applicant: 451 S State Street, Room 425		
E-mail of Applicant: daniel.rip@slcgov.com		Cell/Fax: 801-875-3751
Applicant's Interest in Subject Property: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Architect <input type="checkbox"/> Other:		
Name of Property Owner abutting the street (if different from applicant):		
E-mail of Property Owner:		Phone:

➔ **Please note** that additional information may be required by the project planner to ensure adequate information is provided for staff analysis. All information required for staff analysis will be copied and made public, including professional architectural or engineering drawings, for the purposes of public review by any interested party.

AVAILABLE CONSULTATION

➔ Planners are available for consultation prior to submitting this application. Please call (801) 535-7700 if you have any questions regarding the requirements of this application.

WHERE TO FILE THE COMPLETE APPLICATION

<i>Mailing Address:</i> Planning Counter PO Box 145471 Salt Lake City, UT 84114	<i>In Person:</i> Planning Counter 451 South State Street, Room 215 Telephone: (801) 535-7700
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REQUIRED FEE

- ➔ Filing fee of \$364.
- ➔ Plus additional fee for required public notices.

SIGNATURE

➔ If applicable, a notarized statement of consent authorizing applicant to act as an agent will be required.

Signature of Owner or Agent: <i>[Signature]</i>	Date: <i>1/27/16</i>
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SUBMITTAL REQUIREMENTS

Staff Review

Please include with the application: (please attach additional sheet)

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. A letter explaining why you are requesting this Street Closure. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. A Sidwell map showing the area of the proposed Street Closure. On the map please: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. Highlight the area of the proposed Street Closure. |
| <input type="checkbox"/> | <input type="checkbox"/> | b. Indicate the property owners abutting the proposed Street Closure. |
| <input type="checkbox"/> | <input type="checkbox"/> | c. Submit one paper copy and a digital (PDF) copy of the map. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. A written description with the width and length measurements of the proposed Street Closure. |
| | | • A final legal description prepared by a licensed engineer will be required later. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. The name, address and signatures of all abutting property owners who support the petition. |
| | | • You may use the form attached to this application or provide your own form with signatures. |
| | | • Signatures should be from the property owners and not from the property renters. |

➔ Please be aware that once the City closes the street it will then sell the property at fair market value to the abutting property owners.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

dr I acknowledge that Salt Lake City requires the items above to be submitted before my application can be processed. I understand that Planning will not accept my application unless all of the following items are included in the submittal package.



MEMORANDUM

To: Planning and Zoning
From: Dan Rip
Date: January 27, 2016
Cc: Katie Lewis
Re: 2.58 Conveyance of Significant Parcel Process – Former PSB Building

Dear City Planner,

Attached is the application to initiate the process to convey a significant parcel of real estate pursuant to City Code 2.58.040. The proposed conveyance consists of the Northwest Pipeline Building/Formal Public Safety property located at 315 East 200 South. This property consists of 2.72 acres, has been declared as surplus and the City recently selected the development proposal submitted by Cowboy Partners and Form Development. A formal development agreement will be negotiated upon approval for disposition.

Please let me know if you need any additional information or have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "Dan Rip".

Dan Rip
Real Property Manager



MEMORANDUM

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From: Dan Rip
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Cc: Katie Lewis
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Please let me know if you need any additional information or have any questions.

Sincerely,

Dan Rip
Real Property Manager

FORMER PUBLIC SAFETY PROPERTY





MEMORANDUM

HOUSING *and* NEIGHBORHOOD DEVELOPMENT DIVISION
COMMUNITY *and* ECONOMIC DEVELOPMENT

To: City Council Members –

James Rogers
Andrew Johnston
Stan Penfold
Derek Kitchens
Erin Mendenhall
Charlie Luke
Lisa Adams

Cindy Gust-Jenson, Executive Director
Jennifer Bruno, Deputy Director of the City Council
Lehua Weaver, Associate Deputy Director of the City Council

From: Todd Reeder, Capital Asset Development Manager

Matt Dahl, HAND Deputy Director

Cc: David Everitt, Chief of Staff

Michael Akerlow, HAND Director

Jill Remington-Love, Community & Economic Development Director

Date: December 23, 2015

Re: Developer Selection for the Northwest Pipeline Building

Executive Summary

On August 21, 2015, Housing & Neighborhood Development (HAND) released a Request For Proposal (RFP) to develop the Northwest Pipeline building and site. The building was most recently occupied by the City's Public Safety operations. The 9-story structure is on the national historic register and will be renovated to the historic standards set forth by the Secretary of Interior. In addition to the historic building, there is sufficient land on the 2.5 acre site for additional development. The RFP required several tiers of mixed income housing: a minimum of 50 units of permanent supportive housing (PSH), 25%-35% of non-PSH units to be affordable at 60% or less of the area median income (AMI), and the remaining units to be at market rate. Other requirements included a minimum 0.20 acres of open space, neighborhood commercial and a space for a social enterprise operation.

Selection Committee Members:

- Michael Akerlow, SLC Housing & Neighborhood Development
- Glenn Bailey, Crossroads Urban Center

- Kathy Bray, Volunteers of America
- Elizabeth Buehler, SLC Homeless Services Coordinator
- Ed Butterfield, Redevelopment Agency of SLC
- Sean Fyfe, SLC Engineering
- Kirk Huffaker, Utah Heritage Foundation
- Michael Iverson, Central City Community Council
- Amy Rowland, National Development Council

On November 20th, HAND received four qualified offers to purchase and redevelop the site. The Selection Committee, made up of four City and five non-City members, met on December 8th to review, discuss, and score each proposal. From that meeting, it was determined that two of the four developers would be interviewed by the committee for final selection. The two that were eliminated either provided insufficient information, lacked required qualifications, a vision for the project that was not viable, or a combination of these characteristics.

Criteria that the Selection Committee used to evaluate each proposal included:

- Did the developer submit a complete proposal?
- Was there a clear and viable vision for the proposed development?
- Does the proposal address the design guidelines provided in the RFP?
- Does the developer address the following requirements and preferences:
 - Historic Rehabilitation
 - Permanent Supportive Housing
 - Mixed-Income Housing
 - Public Open Space
 - Neighborhood Commercial
 - Social Enterprise
- What are the Developer's qualifications, including experience with historic renovation?
- Is the project financially feasible? Did they provide a viable proforma?

On December 16th, the Selection Committee met to interview the two developer finalists. Each development group consisted of the following team members:

Giv / Domain:

Developers: Giv Group – Ogden, UT & Domain Companies – New Orleans, LA
 Architects: KTG Architects – Los Angeles, CA
 Contractor: Wadman Construction – SLC, UT

Cowboy / Form:

Developers: Cowboy Partners – SLC, UT & Form Development – SLC, UT
 Architects: Architectural Nexus – SLC, UT
 Contractor: Big-D Construction – SLC, UT

The Selection Committee elected to recommend a first and second ranked developer. The unanimous recommendation by the committee for the first ranked developer is:

Cowboy Partners / Form Development.

The committee also recommended Giv Development / The Domain Companies as the second ranked developer.

Mayor approval of the Selection Committee recommendation is required prior to executing a formal agreement. On December 22nd, Mayor Becker gave his approval of the first and second ranked developer as proposed by the Selection Committee.

Below is analysis of the proposals for your review and consideration.

Analysis

Cowboy / Form Proposal Summary:

- Proposed Purchase Price: \$5,500,000
- Total new rental housing units: 248
 - 65 permanent supportive housing
 - 28 affordable between 40%-60% AMI (average 53% AMI)
 - 155 market rate
- Commercial: 11,200 square feet
- Social Enterprise: 1,210 square feet
- Public Open Space: 0.48 acres (20,909 square feet)

The development components below highlight some of the differences between the two proposals:

Historic Renovation – While each team agreed to add a consultant to help them through the historic renovation process, Cowboy/Form were the more experienced in this type of development. Their contractor, Big-D, was also the contractor on the downtown Ken Garff Building, a similar historic renovation of an International style building.

Permanent Supportive Housing (PSH) - Both development teams selected The Road Home as a partner for executing the PSH component of the development. Cowboy/Form stated that operating the PSH was not in their skill set. They proposed to build 65 PSH units in a separate building collaborating with The Road Home for programming and design. Once constructed, The Road Home will be the owner and long-term operator of the facility going forward.

Giv/Domain proposed 68 units of PSH in a separate building and would partner with The Road Home as a primary service provider. Once constructed, Giv/Domain would own and manage the PSH with a variety of service providers, including The Road Home and their own community engagement staff.

The Selection Committee was not convinced that Giv/Domain had the experience to operate this critical housing component. The committee members most familiar with PSH felt it was important that the operator also own the facility. The Road Home's experience with programming and case management was preferred, as it provided the committee a clear understanding of the operation of the facility.

Mixed-Income Housing - Giv/Domain proposed 86 affordable units restricted at 60% AMI. Cowboy/Form proposed only 28 units at 40%-60% AMI. In the interview, Cowboy/Form were asked how the proforma would change if require to provide at least 46 affordable units. They agreed to work with HAND to not only provide more affordable units, but more importantly to

get closer to 40%-50% AMI targets. The committee put less importance on the number of units at 60% AMI than on deeper restrictions targeting 40% AMI.

Public Open Space - The RFP required at least 0.20 acres of public open space. Cowboy/Form proposed 0.48 acres of open space and Giv/Domain offered .25 of public open space and additional open space made available to only the residents. The Selection Committee preferred the activation of the public space in the Cowboy/Form plan.

Neighborhood Commercial - Both groups proposed activating the street level of the development with Neighborhood Commercial in the form of restaurants and cafés. Cowboy/Form proposed a more traditional commercial concept with market rates for the tenants. Giv/Domain proposed a partnership with the International Rescue Center to program a Food Hall and Marketplace concept with a diversity of international cuisine and social purpose. While an attractive concept to the committee, the Giv/Domain plan would require more commercial rent rate subsidy.

Social Enterprise - Both groups proposed a commercial space in the PSH building for a social enterprise operation. At least 1,200 square feet will be allocated rent free from a business that would provide employment opportunities for chronically homeless individuals. The Selection Committee in both cases requested that the Social Enterprise space be moved closer to the public active areas of the open space. Giv/Domain indicated that they were considering using this space for support services for the PSH, while Cowboy / Form proposed an operation that would serve the entire neighborhood.

Design - Both designs were attractive and met the intent of the RFP. The Selection Committee preferred the Cowboy/Form design as it better integrated with the neighborhood, provided more accessible public amenities and was more aesthetically appealing.

Financing – The RFP required several elements that would decrease the value of the property compared to a full market rate development. To accept a price less than full market, the City will have to go through a Doug Short analysis to demonstrate the public benefit gained from the development at a reduced price. The final price will be determined during the exclusive negotiation period.

Having PSH, affordable units, and public open space decreases the maximum value of the development. Both developers recognized this trade off in their proposed purchase price. Giv/Domain offered \$1,000,000 for the property after discounting for historic rehabilitation, LEED Gold upgrades, public improvements and both residential and commercial rent subsidies. Cowboy/Form offered \$5,500,000, based primarily on the difference in residential rent subsidies.

While Giv/Domain were open to discussions about a price increase, the Selection Committee felt the development program relied heavily on the land write down and would have limited ability to negotiate. At the same time, Cowboy/Form could have additional price negotiation to obtain more affordable units and consider subsidizing some of the commercial space.

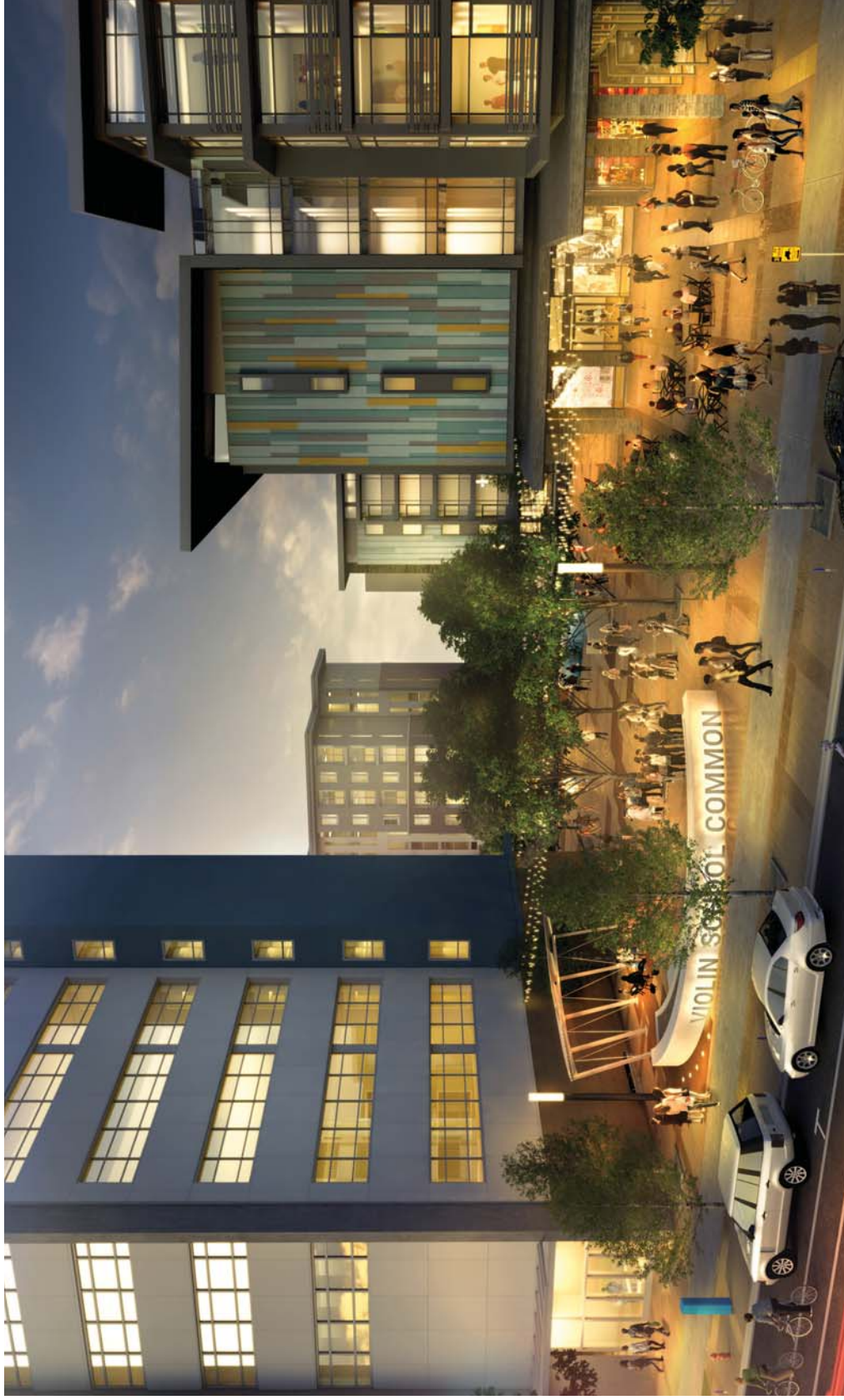
Additional Discussion Items for Negotiation

While the Selection Committee felt that the Cowboy Partners/Form proposal was their top selection, they also provided a list of issues that they felt will need to be specifically addressed during the exclusive negotiation process. These issues include:

1. The architectural team needs to be augmented with a design professional experienced in working with the Secretary of the Interior's Standards for Rehabilitation, as well as assisting clients in successfully obtaining historic tax credits.
2. The space designated for the social enterprise should be relocated to better integrate with the active public and commercial spaces to the south of the PSH building. Specifically, the social enterprise could be relocated to the area currently designated for the PSH building lobby.
3. The development should maximize the number of residential units restricted to those making 40-50% of the area median income.
4. The commercial space needs to include neighborhood services that are affordable and accessible to current and future residents of the Central City neighborhood.
5. The developer and The Road Home should seek to minimize the number of permanent supportive housing clients to case managers. An optimum target would be 30 clients to 1 full time case manager.
6. Arnold Place needs to be designed as part of the public open space, include high quality materials (other than asphalt paving), and support a pedestrian environment.

Lastly, following are the visual elements of the Cowboy / Form proposal. A hard copy or electronic version of the RFP's can be made available to you at your request.

VIEW FROM 200 SOUTH



VIEW FROM 300 EAST

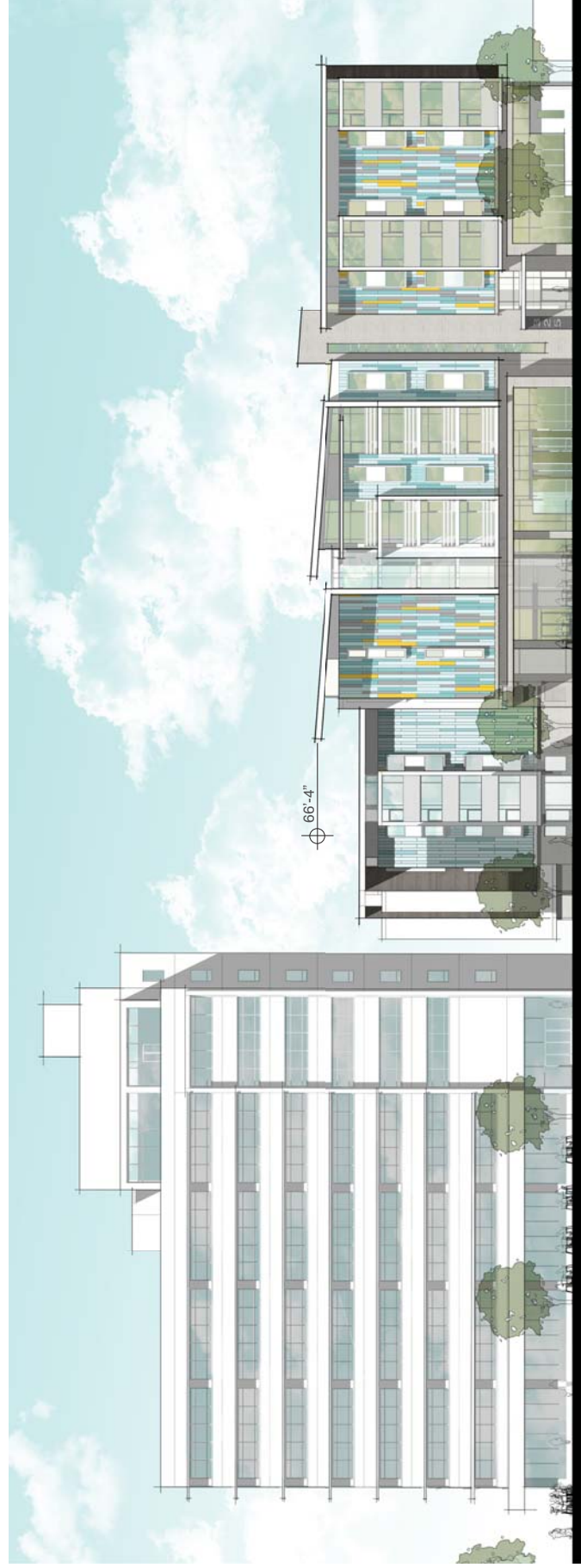


3 DESIGN CONCEPTS SITE PLANS

GROUND PLANE PLAN



200 SOUTH MIXED INCOME HOUSING ELEVATION
Liberty Uptown



MATERIAL PALETTE

- Board Formed Concrete
- Metal Panel
- Cementitious Siding
- Metal Panel
- Wood Siding

3 DESIGN CONCEPTS ELEVATIONS

300 EAST PERMANENT SUPPORTIVE HOUSING ELEVATION

The Magnolia



MATERIAL PALETTE

- Brick
- Metal Panel
- Cementitious Siding
- Metal Handrail
- Steel Canopies

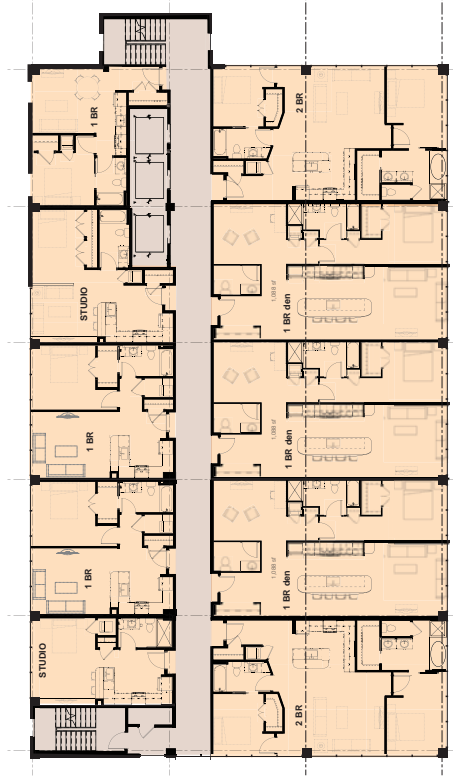
3 DESIGN CONCEPTS SITE PLANS

ENLARGED SITE PLAN - NORTHWEST PIPELINE BUILDING

The Metropolitan



Ground Plane Plan

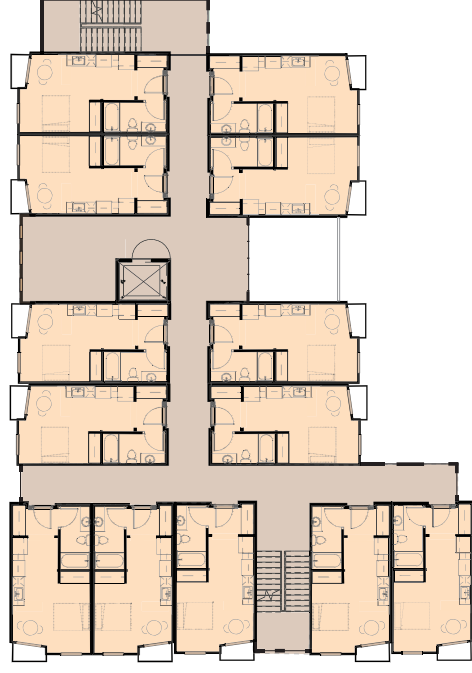


Typical Floor Plan

ENLARGED SITE PLAN - PERMANENT SUPPORTIVE HOUSING
The Magnolia



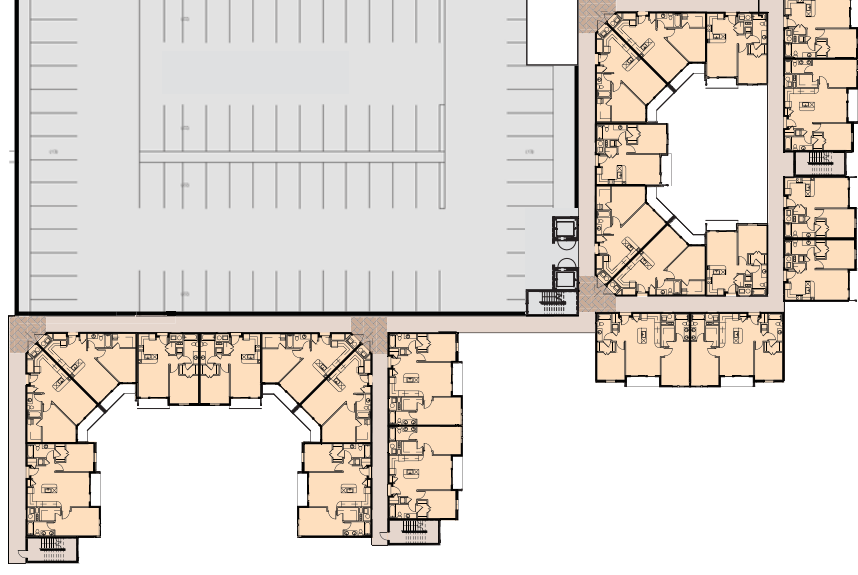
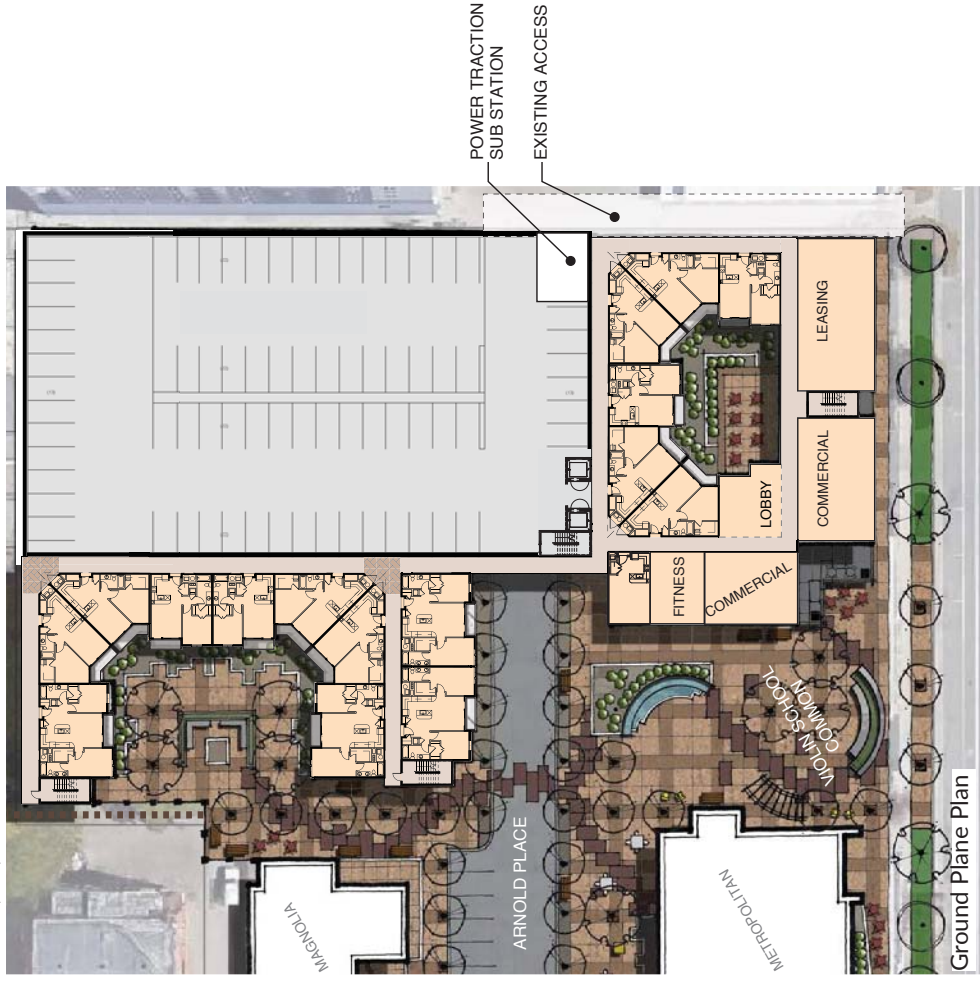
Ground Plane Plan



Typical Floor Plan

3 DESIGN CONCEPTS SITE PLANS

ENLARGED SITE PLAN - MIXED INCOME BUILDING Liberty Uptown



Typical Floor Plan

EXCLUSIVE NEGOTIATIONS AGREEMENT

CITY RECORDER

This Exclusive Negotiations Agreement is made and entered into as of the ___ day of December, 2015, by and between **COWBOY ACQUISITIONS, LLC**, a Utah limited liability company (the "**Developer**"), as agent for the Development Group consisting of Cowboy Partners, L.C., a Utah limited liability company, Form Development, LLC, a Utah limited liability company, Architectural Nexus, Inc., a Utah corporation, and Big-D Construction Corp., a Utah corporation (collectively the "**Development Group**") and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (the "**City**"), with regard to the following recitals:

A. The City owns certain real property and improvements located at 315 East 200 South (the "**Property**") that the City desires to redevelop.

B. On August 21, 2015, the City issued a Request for Proposals ("**RFP**") for the development of the Property.

C. The Developer submitted a response on November 20, 2015, to the RFP with respect to the development of the Property.

D. Pursuant to the RFP, the City has selected the Developer to negotiate to determine if the City and the Developer are able to agree, on a mutually acceptable basis, on the terms and conditions of the sale and development of the Property in order that the Property will be properly and timely completed.

NOW, THEREFORE, for that purpose and in consideration of the promises, mutual covenants and agreements set forth below, and the mutual benefits to be derived from this Exclusive Negotiations Agreement, the undersigned (the "**Party**" or "**Parties**") agree as follows:

1. Agreement to Exclusively Negotiate. Subject to the provisions contained herein, the City agrees to exclusively negotiate with the Developer during the period from the date hereof until December 31, 2016 (the "**Negotiation Period**") to attempt in good faith to reach agreement on the terms and conditions of an agreement pursuant to which the City will grant to the Developer an option to purchase the Property and, if it exercises such option, the Developer will be obligated to develop the Property as specified (together with all other documents referred to therein, the "**Option Agreement**"). The Parties agree that the Option Agreement shall have such terms and conditions as each Party shall determine to be acceptable, in such Party's sole discretion. The Developer acknowledges that the Option Agreement shall have certain other documents attached to it as exhibits that will need to be signed if there is a closing of the sale of the Property to the Developer, including a Development Agreement. Without limiting the foregoing, the parties understand and agree that the Developer intends to form a new single-purpose entity in the State of Utah ("**Developer Entity**") consisting of the Development Group, which Developer Entity will be an assignee of this Agreement and assume all rights and obligations of Developer hereunder and for the purposes of entering into the Option Agreement identified herein.

2. Execution of Agreement. The Parties agree that neither Party shall be obligated to enter into the Option Agreement. If the Parties do not mutually agree on all of the terms and

conditions and the forms of the exhibits for the Option Agreement and execute the Option Agreement by the date specified in the attachment hereto, neither Party shall have any further obligations or any liability hereunder.

3. Access and Indemnification. During the Negotiation Period, the City shall allow representatives of the Developer (including the Development Group) full access, at all reasonable times during normal business hours, to the Property. The Developer agrees to and shall indemnify and hold the City free and harmless from any costs, expenses, liabilities or claims, including reasonable attorneys' fees and costs, arising out of or in connection with the exercise of the rights of entry onto the Property granted by this Section, except to the extent that any such costs, expenses, liabilities or claims are due or attributable to the gross negligence or willful misconduct of the City. Prior to entry onto the Property, the Developer or its representatives shall provide to the City evidence of insurance reasonably acceptable to the City. Notwithstanding the foregoing, the Developer may not conduct any invasive procedures (including without limitation a Phase II investigation) without entering into a separate agreement with the City as to such procedures.

4. Confidentiality. Subject to the requirements of GRAMA identified below, each Party agrees to maintain the confidentiality of any confidential information made available to the other Party during the Negotiation Period. "Confidential Information" shall include all materials, documents, and/or information (i) concerning the Project or the Property which is furnished by City to Developer or analyses, compilations, studies or other documents or records prepared by Developer or its agents in connection therewith, and (ii) which is designated as Confidential Information by either Party (which designation may be on the face of a document or series of documents, or in a cover letter advising the other Party of such designation). Such Confidential Information shall include, but is not limited to, all materials, documents and/or information designated as Confidential Information which if disclosed would disadvantage a Party in the negotiations to acquire the Property and develop the proposed project. Such Confidential Information shall only be used for the purposes described in this Agreement.

As used in this Agreement, Confidential Information does not include, even if designated as confidential, materials, documents, or information (or the substance thereof) that:

- a. is already in the possession of a Recipient (defined below);
- b. becomes available to a Recipient on a non-confidential basis from a source other than the Originator (defined below); or,
- c. is or becomes available to the public through means other than by disclosure by a Party.

Any Confidential Information, materials, or documents made available to a Party (the "**Recipient**") shall remain the property of the Party that prepared such information (the "**Originator**") and shall be promptly returned to the Originator by the Recipient, accompanied by all copies of such information, materials, or documents, unless agreed by the Parties otherwise, at the earlier of (a) the Originator's request for return of the same following the expiration of the Negotiation Period, or (b) the termination of negotiations between the Parties with respect to the Option Agreement following the expiration of the Negotiation Period. Notwithstanding anything to the contrary herein, City is a government entity, required to

maintain and destroy Records (as defined in the Government Records Access and Management Act – “GRAMA”) in accordance with Utah Code Section 63G-2-604; and subject to the applicable retention schedules, City may retain Records as required under Utah law. Prior to releasing to any party other than Developer, any records of Developer which have been designated as Confidential Information, City shall provide Developer with not less than fifteen (15) days’ written notice of its intention to release the same in order to allow Developer to pursue any course which it deems necessary or appropriate to preclude or limit such disclosure. The Parties agree to a prohibition on discussions with the media, unless jointly authorized by City and Dan Lofgren on behalf of the Developer.

5. Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangements between the parties hereto nor any rights or benefits to third parties. Developer shall have no authority to incur any liability, obligation or indebtedness on or behalf of City.

6. Remedies. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder by either Party. All rights and remedies of each of the parties hereunder are cumulative and not exclusive of any other rights or remedies that may be available to each party, whether at law or in equity or otherwise.

7. Notices. All communications, objections, consents, and other notices provided for in this Exclusive Negotiations Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to the Developer, to:

COWBOY ACQUISITIONS, LLC
c/o Cowboy Partners, L.C.
6440 South Wasatch Blvd., Suite 100
Salt Lake City, Utah 84121
Attention: Mr. Daniel C. Lofgren

or to such other address as the Developer may designate to the City, in writing.

(b) If to the City, to:

Salt Lake City Housing & Neighborhood Development
Attn: Director
451 South State Street, Room 445
P.O. Box 145488
Salt Lake City, Utah 84114-5488

or to such other address as the City may designate to the Developer, in writing.

8. Other Agreements. In addition to the foregoing, the Parties agree as follows:

(a) The Developer, to the best of its knowledge, represents and warrants that it has not: (1) provided an illegal gift or payoff to any City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(b) In the event a Party commences a legal proceeding to enforce any of the terms of this Exclusive Negotiations Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party to be fixed by the court in the same action provided, however, the Parties agree that in no event shall either Party seek or be entitled to money damages for any breach, default or violation of this Exclusive Negotiations Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

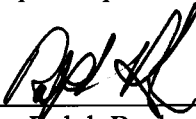
9. Governing Law. The terms of this Agreement shall be construed and otherwise governed under the laws of the State of Utah.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and it is expressly agreed that any and all prior understandings or agreements between the Parties relating to the subject matter of this Agreement, whether oral or written, are automatically canceled upon and superseded by the execution of this Agreement.

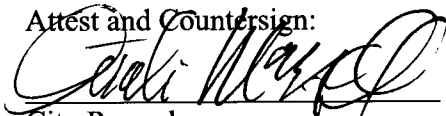
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Negotiations Agreement as of the day and year first above written.


CITY: **SALT LAKE CITY CORPORATION**
a Utah municipal corporation

By 
Ralph Becker, Mayor

Attest and Countersign:


City Recorder

Approved as to Form
Salt Lake City Attorney's Office


Katherine Lewis
12/28/15
Date

RECORDED

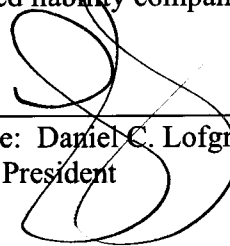
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CITY RECORDER



DEVELOPER: **COWBOY ACQUISITIONS, LLC,**
a Utah limited liability company

By its Manager, Cowboy Partners, L.C.,
a Utah limited liability company

By: 
Name: Daniel C. Lofgren
Its: President

Schedule for Milestones

Milestone	Required Completion Date
Developer submits to City staff proposed Schedule of Development	April 1, 2016
City staff provides to Developer comments on proposed Schedule of Development	Within 15 business days after receipt of proposed Schedule from Developer
Developer provides to City staff updated final Schedule of Development for use in the Option to Purchase Agreement.	May 15, 2016
City staff provides to Developer proposed term sheet for Option to Purchase Agreement	June 15, 2016
Developer provides to City staff comments on proposed term sheet for Option to Purchase Agreement	Within 20 business days after receipt of proposed term sheet from City staff
City staff submits to Developer final term sheet for Option to Purchase Agreement	August 1, 2016
City provides draft of Option Agreement to Developer	September 1, 2016
City staff and Developer complete negotiations with respect to the form of Option to Purchase Agreement (including all exhibits)	November 1, 2016.
City and Developer shall execute the Option to Purchase Agreement upon conclusion of required hearings by the City Planning Commission and/or City Council, or if the parties elect, prior to such approvals, but performance conditioned upon receiving such approvals.	Within 30 business days after a hearing is held on the terms of the Option to Purchase Agreement by the Salt Lake City Planning Commission. If the Salt Lake City Council elects to hold a public hearing on the terms of the Option to Purchase Agreement, the execution date shall be extended 30 business days after the hearing.

HISTORIC
NORTHWEST PIPELINE
BUILDING & SITE



REQUEST FOR PROPOSALS
FOR DEVELOPMENT OF THE PROPERTY AT

315 East 200 South
SALT LAKE CITY, UTAH

August 21, 2015

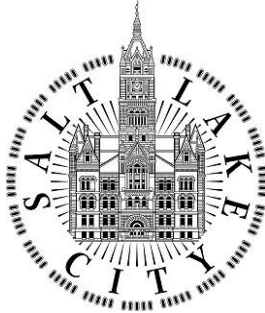
Proposals due: November 20th, 2015 by 4:00 p.m.

Development Information Meeting and Site Tour:
September 17th, 2015 at 4:00 p.m.
315 East 200 South (200 South Entrance)



SALT LAKE CITY
Housing and Neighborhood Development (HAND)
A Division of Community and Economic Development





Salt Lake City Corporation

**REQUEST FOR PROPOSALS
FOR DEVELOPMENT OF THE PROPERTY AT**

**315 East 200 South
SALT LAKE CITY, UTAH**

August 21, 2015

Proposals due:
November 20th, 2015 by 4:00 p.m.

Development Information Meeting and Site Tour:
September 17th, 2015 at 4:00 p.m.
315 East 200 South (200 South Entrance)

NOTICE

All interested parties must register with [BidSync](#) in order to receive issued Addenda to this Request for Proposals. It is the responsibility of all parties submitting responses to the RFP to make inquiry as to the Addenda issued and to ascertain prior to submitting a response that all Addenda have been received. All such Addenda shall become part of the RFP documents and all respondents shall be bound by such Addenda, whether or not received by the respondents.

TABLE OF CONTENTS

SECTION I - PROJECT INFORMATION..... 3

 REQUEST FOR PROPOSALS (“RFP”)..... 3

 BACKGROUND AND OBJECTIVES 3

 GENERAL DESCRIPTION OF PROPERTY 4

 PREFERRED SCOPE OF DEVELOPMENT 5

 WRITTEN AGREEMENTS REQUIRED 5

 DEVELOPER’S OBLIGATIONS 5

 PURCHASE PRICE 6

 BROKERAGE FEE..... 6

 CITY FINANCIAL ASSISTANCE 6

 DEVELOPER INFORMATION MEETING AND SITE TOUR7

 ADDENDA TO RFP.....7

 EQUAL OPPORTUNITY REQUIREMENTS.....7

 DEVELOPMENT REVIEW TEAM - PRELIMINARY REVIEW7

 PROPOSAL MANAGER..... 8

SECTION II - SUBMISSION REQUIREMENTS 8

 PROCEDURES FOR SUBMITTING A PROPOSAL 8

 INITIAL SUBMISSION REQUIREMENTS..... 9

SECTION III - SELECTION PROCESS AND CRITERIA..... 13

 SELECTION PROCESS 13

 SELECTION CRITERIA..... 13

SECTION IV - DESIGN REVIEW 14

SECTION V - MISCELLANEOUS 15

 CITY AND CITY NON-LIABILITY AND RELATED MATTERS 16

 RIGHT TO REJECT/WAIVE IRREGULARITIES..... 16

SECTION VI - SUPPLEMENTAL INFORMATION..... 17

SECTION VII - EXHIBITS 17

 EXHIBIT A - PROPERTY DESCRIPTION 18

 EXHIBIT B - DEVELOPMENT REQUIREMENTS AND PREFERENCES..... 22

 EXHIBIT C - DESIGN GUIDELINES..... 25

 EXHIBIT D - LIST OF CLOSING REQUIREMENTS..... 27



SECTION I - PROJECT INFORMATION

REQUEST FOR PROPOSALS (“RFP”)

Salt Lake City Corporation (“City”) is requesting proposals to develop property located at 315 East 200 South in Salt Lake City (“Property”). The City is requesting proposals from qualified developers or development teams to purchase the Property, and design and construct a mixed-use development (“Project”) in accordance with the City’s Development Requirements and Preferences (Exhibit “B”). The Property will be offered for sale to the successful developer, subject to the development restrictions set forth herein and determined during exclusive negotiations. The developer will be expected to secure approval from, and coordinate with, the City on the design and construction of the development.

BACKGROUND AND OBJECTIVES

The Property consists of approximately 2.72 acres and includes two vacant structures. The primary structure is a 9-story building built in 1958 by the Pacific Northwestern Pipeline Corporation, who constructed the building for their offices during a time of western expansion of their business in the late 1950’s. This building, known as the Pacific Northwest Pipeline Building (“NP Building”) was designed by architects Slack and David Winburn in the “International Style.” It is expected that this building would be rehabilitated as part of the contemplated redevelopment of the Property. This building is on the National Register of Historic Places, creating opportunities for the developer to pursue historic tax credits in addition to other applicable incentives that could apply to the rehabilitation of the building.

The second structure is a one-story building that was built after the NP Building and served as an ancillary City facility. This building has no historic value or practical re-use and is expected to be demolished as part of the redevelopment of the Property.



Pacific Northwestern Pipe Building



Ancillary Building

The Property was acquired by the City in the 1980s and used for many years as its public safety headquarters, housing such operations as the police and fire departments, and 911 dispatch services. The NP Building was remodeled after its acquisition by the City. The interior was modified extensively, though the exterior of the building was left intact. The

facility was recently vacated when the City relocated the public safety departments into an updated facility.

The City has identified the Property as an opportunity to collaborate with a private sector developer to build a project that will contribute to city-wide livability goals and support the surrounding urban neighborhood by providing new housing opportunities, space for small and local businesses, and new neighborhood amenities. The City will achieve these objectives by requiring that the development include the following elements.

- Historic Rehabilitation of the NP Building
- Neighborhood Oriented Businesses and Services
- Mixed-Income Housing
- Permanent Supportive Housing
- Open Space

Through the RFP process, the City is seeking a developer, or development team, that has experience in the design, construction, and operation of affordable housing, mixed-use, and permanent supportive housing projects, as well as with the vision, skills, and resources to collaborate with the City to achieve the goals identified above.

The City has provided an asbestos delineation study (Supplemental Document 3) for the two buildings on the site to aid in project financial analysis, and budgeting minimal amount of asbestos remediation will be required.

GENERAL DESCRIPTION OF PROPERTY

Address:	315 East 200 South Salt Lake City, Utah 84111
Total Acreage:	2.7 Acres
Development Site:	2.5 Acres (See Exhibit A)
Zoning:	Residential/Mixed-Use (R-MU)

Copies of the Salt Lake City Zoning Ordinance are available on the Planning Division page of the City's website (www.slcgov.com)

Exhibit A indicates that 0.2 acres of the Property is undevelopable. This portion of the Property is owned by the City, but is currently being used by adjacent property owners for parking. The City is working to clarify the status of this portion of the Property and ensure that it is appropriately integrated with all adjacent uses. Development proposals should not include the undevelopable portion of the Property.

Verification of the Property's status and condition shall be the responsibility of the selected developer.



PREFERRED SCOPE OF DEVELOPMENT

1. Development proposals must include all land identified developable in Exhibit “A”.
2. Development proposals should incorporate the preferences specified in the Development Requirements and Preferences as shown in Exhibit “B”.
3. Development proposals should incorporate the Design Guidelines in the attached Exhibit “C”.
4. Development proposals must adhere to the provisions outlined by Salt Lake City ordinance for the Residential/Mixed Use District (R-MU) Zone in Chapter 21A.24.170 of the Salt Lake City Municipal Code, as well as the provisions of all other applicable ordinance. A complete description of the zoning requirements can be found on the Salt Lake City Planning Division website (www.slcgov.com/planning).

WRITTEN AGREEMENTS REQUIRED

The selected developer must be willing to enter into certain agreements with the City that pertain to the approved development and outline the type, size, and timeframe for development. These agreements include, but are not limited to:

1. Option to Purchase Agreement for the purchase of the Property;
2. Development Agreement that addresses the proposed developer improvements, timeframe for construction, and any post construction requirements or restrictions for the Project; and
3. Special Warranty Deed with Right of Reverter that states if the Project is not completed and used as agreed, the property will revert to the City.

All provisions of the agreements must comply with established state law and City ordinance. Project-specific terms of these Agreements will be negotiated during the exclusive negotiation period.

DEVELOPER’S OBLIGATIONS

It is incumbent upon the developer to read and comply with the attached Submission Requirements (Section II) and Selection Process and Criteria (Section III).

Certain items of the overall project development shall be required of the selected developer by the City. These items include the following:

1. The selected developer will be responsible for the construction and development of all aspects of the Project.
2. The developer will present schematic, design development, and final construction documents for review and approval by the Design Review Committee as required in the Option to Purchase Agreement and Development Agreement. Approval by the Design Review Committee (outlined in *Section IV: Design Review*) does not in any way relieve the developer of its obligation to comply with zoning regulations, building codes, and all other applicable regulations adopted by the City.



3. The developer will be required to obtain a completion bond or provide an alternative form of security for performance of the obligations under the Development Agreement. The use of a completion bond alternative shall be subject to City approval.
4. The developer's contractor will be required to obtain payment and performance bonds or an equivalent form of security approved by the City.
5. The developer will be required to maintain, or cause others to maintain, property, contractor, architect, and other applicable insurance in an amount and form approved by the City.

PURCHASE PRICE

The purchase price of the property, which is based on a August 2015 appraisal, is \$10,100,000. The City will consider a reduction of the purchase price based on a demonstrated need in the developer's project proforma due to the following:

1. Energy efficiency measures that exceed the requirements of LEED Silver Certification or its equivalent.
2. Rehabilitation of the historic NP Building that meets or exceeds the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties.
3. The construction of public improvements.
4. Development of residential or commercial space that will be subject to below market rental restrictions.
5. The use of premium construction materials.

The City reserves the right to require repayment of the land purchase price reduction over time. The specific terms of the repayment will be addressed during the exclusive negotiation period.

Any adjustment to the Purchase Price will be subject to Utah Code 10-8-2.

BROKERAGE FEE

The City will not pay a brokerage or sales commission on the sale of the Property.

CITY FINANCIAL ASSISTANCE

The City may provide gap financing in the form of a loan to an eligible affordable housing project. Any developer that anticipates requesting a City loan for the project must contact City staff to ensure that the project meets the standard terms of the Salt Lake City Housing Trust Fund Loan Program and include written confirmation of program compliance in their development proposal. The developer must indicate their intention to request City financing.



DEVELOPER INFORMATION MEETING AND SITE TOUR

The Property is currently vacant and secured. A Development Information Meeting is scheduled for September 17th, 2015 at 4:00 P.M. at 315 East 200 South (use 200 South entrance). The Development Information Meeting is intended to provide an opportunity for prospective developers to ask questions regarding the Property and the RFP, as well as tour the historic NP Building. A summary of the meeting will be provided as an addendum to the RFP.

ADDENDA TO RFP

Addenda, Supplemental Information, and Exhibits to the Request for Proposals, if issued, will be posted to the BidSync website (<http://www.bidsync.com/>), and will be on file in the office of the City. Links to the BidSync website as well as general information about this RFP will be available on the City's website (<http://www.slcgov.com/hand>). It is the responsibility of all parties submitting responses to the RFP to review the Addenda and Exhibits issued and to ascertain prior to submitting a response that all Addenda and Exhibits have been received. All such Addenda and Exhibits shall become part of the RFP documents and all respondents shall be bound by such Addenda and Exhibits, whether or not received by the respondents.

In the event that a prospective developer has any questions, the developer shall submit them by email to Todd Reeder at todd.reeder@slcgov.com. Staff will respond to inquiries in writing by issuing and posting addenda on the City's website on a weekly basis. Interested developers should submit questions no later than close of business, November 2, 2015.

Parties interested in RFP and their agents, are instructed not to contact Selection Committee Members, City officials or employees, or attempt to externally manipulate or influence the RFP process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. The City, in its sole discretion, may disqualify proposals from parties who violate this paragraph.

EQUAL OPPORTUNITY REQUIREMENTS

The developer, its tenants, employees, contractors, and primary subcontractors will not discriminate against or with respect to any person or group of persons on any unlawful basis in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any improvements erected or to be erected thereon, or any part thereof.

DEVELOPMENT REVIEW TEAM – PRELIMINARY REVIEW

The City requires that developers have their proposed site plan and uses reviewed by Salt Lake City's Development Review Team (DRT) prior to submission. The DRT meets regularly to review building and site plans to ensure that they meet City requirements. In order to arrange a DRT meeting, contact Salt Lake City's Building Services Division at 801-535-6629. The Proposal must include the DRT-produced minutes from the meeting.



PROPOSAL MANAGER

For additional information concerning this Request for Proposals, as well as any issued Addenda, interested parties may contact Todd Reeder at the following e-mail address: todd.reeder@slcgov.com. Please review all posted documents before contacting City staff.

SECTION II - SUBMISSION REQUIREMENTS

PROCEDURES FOR SUBMITTING A PROPOSAL

The developer shall submit nine (9) copies (8.5" x 11" format) of all documents required as a part of the Request for Proposals and one PDF copy on a CD or portable drive. Submissions lacking one or more of the requested documents may be considered incomplete or irregular.

It is the developer's sole responsibility to read and interpret this Request for Proposals and the written instructions contained herein.

Responses shall be submitted in a sealed envelope with the developer's name, address, date of response, and the title "Northwest Pipeline Building Development." shown on the outside of the envelope.

Please submit responses to the Request for Proposals to:

Michael Akerlow, Director
Housing and Neighborhood Development
451 South State Street, Room 406
P.O. Box 145488
Salt Lake City, Utah 84114-5488

Responses are due in the Housing and Neighborhood Development Office located in Room 406 of the City and County Building (451 South State St.) on or before November 20, 2015, by 4:00 p.m.

It is the developer's responsibility to assure delivery of its proposal to the City prior to or at the designated date and time.

The City reserves the right to reject any incomplete or irregular submission and reserves the right to waive any non-material irregularity in submissions. Responses to the Request for Proposals that are not received in the Housing and Neighborhood Development offices prior to the time and date specified will be considered late. Late responses will not be considered for award. The City reserves the right, at its own discretion, to reject any and all responses.

Developers will not be entitled to withdraw or amend their proposals for sixty (60) days after the submission of proposals.



In order to facilitate review by the City, submit materials in keeping with the format outlined in the following section. Address all items and identify the sections within your proposals. Label all graphics and tables.

INITIAL SUBMISSION REQUIREMENTS

As part of the response to this Request for Proposals, the developer shall provide the following:

1. TITLE PAGE

The first page of the proposal shall:

- a. State that the developer “has read and understands this Request for Proposals and accepts the written instructions contained herein.”
- b. Identify the Developer’s proposed purchase price. If the proposed purchase price is less than the Purchase Price identified above, the developer shall provide a justification for the reduction in the Purchase Price.
- c. Be signed by an officer or employee of the developer authorized to bind the developer contractually.
- d. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the proposal, requests for interviews, or notifications regarding proposal selection. (This person will be responsible for disseminating information to the development team.)

2. PROJECT DESCRIPTION

- a. A written description of the proposed development, including the following information:
 - i. A vision for how the development will complement the character of the surrounding neighborhood.
 - ii. A description of the types of uses (e.g., residential, office, educational, etc.) included in the development.
 - iii. A description of how the development incorporates or addresses the Development Requirements and Preferences (Exhibit B).

3. DESIGN CONCEPTS

- a. A brief written explanation of the manner in which the proposal meets the Design Guidelines (Exhibit C) for the project.
- b. The following drawings:
 - i. Conceptual site plan that conveys the intent of the design. The site plan should show auto and pedestrian circulation, building foot print, massing, materials, any parking, open space, conceptual landscape improvements, and other major design elements.
 - ii. Two conceptual elevation drawings (one from 200 South and one from 300 East) showing the development plan in appropriate context. The elevation drawings should identify façade materials and any other design elements the



applicant deems necessary to communicate the intent of their proposal.

- c. Such drawings are to be prepared to convey the developer's intentions for the development in a manner that can be fully and objectively evaluated.
- d. The Salt Lake City Development Review Team-produced minutes from when the proposed project was discussed (see pg. 7 "Development Review Team - Preliminary Review).

4. STATEMENT OF QUALIFICATIONS

- a. Identification of the type and ownership of the legal entity with whom the City would contract. If a single purpose entity will be formed to be the developer, then all of this information should be with regard to the parent company (i.e., the proposed guarantor). If a joint venture is proposed, then this information should be with regard to the potential joint venture partners.
- b. Organizational and management approach, and role of each development partner and major consultant, in the implementation of the development.
- c. Identification and role of key individuals in the development team who would be involved in negotiations, project design, and implementation, including their background and experience.
- d. The developer's previous relevant development experience including, (1) brief descriptions of projects (date; location; concept; land uses; number of residential units; affordability mix; square footage of commercial, office, or retail space; construction costs; sales prices or rents; leasing and/or sales strategy), (2) photographs of projects, (3) description and role of development entity, (4) current status of project, and (5) contacts enabling the City to verify information.
- e. A description of the financial capacity of the developer to undertake the proposed project. The selected developer will be required to submit additional financial information about the development entity and its owners during the exclusive negotiation period.
- f. Vertical Mixed-Use Experience: Any developer proposing a vertical mixed-use building must:
 - i) Identify obstacles and challenges to developing vertical mixed-use developments in Salt Lake City.
 - ii) Explain how their proposed development will address the obstacles and challenges to developing vertical mixed-use projects in Salt Lake City.
 - iii) Provide examples of previous vertical mixed-used projects that the developer has successfully completed.
- g. Historic Rehabilitation Experience:
 - i) Examples related historic rehabilitation that meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - ii) Examples related to historic rehabilitation where the developer has received certification by the National Park Service to receive the federal rehabilitation tax credits.



5. PROJECT PROFORMA

The developer shall prepare and submit a project proforma for the proposed development. The proforma is intended to incorporate the best estimates of the developer at this proposed stage of predevelopment. As part of the proforma, it is important to provide the sources and uses for the project, along with a narrative that clearly and specifically indicates each of the sources of funds and how the developer intends to raise those funds. The sources and uses should also clearly and specifically outline how these funds will be used/spent as it relates to the project. At a minimum the proforma must include:

a. Project Costs:

- i. The developer's anticipated acquisition price of the Property.
- ii. Required Insurance and Bonds
- iii. Development fees (e.g. impact, permit, etc.) Impact fee exemptions may be made subject to Salt Lake City Ordinance 18.98.060.
- iv. Construction cost estimate.
- v. All other project costs, including soft costs.

b. Project Funding:

- i. This should include a brief description of how the developer anticipates funding the project. The developer must specify the sources of funds and whether the funds are already secured or unsecured as of the date of submission of the proposal.
- ii. If applicable, developer must state intent to request gap financing from the City.
- iii. The amount of the developer's anticipated equity contribution.
- iv. All other sources of project funding.
- v. Projected income including sales prices and lease rates per space, unit, and square foot.
- vi. Expected rate of return (IRR).
- vii. Return on Equity (cash-on-cash return)

c. Operations:

- i. Projected long-term operation and maintenance costs.
- ii. Projected Project Revenue.
- iii. Projected Net Operating Income.
- iv. Projected Return on Equity (Cash-on-cash return).

6. DEPOSIT

Along with the proposal, the developers shall submit a check (certified or cashier's) made payable to Salt Lake City Corporation in the amount of \$1,000.00 to serve as a deposit. Deposits will be returned to the developers who are not selected. Please include a return mailing address for the check if it is different than the contact address on the first page of the proposal.



7. EXCEPTIONS

In the event that an applicant desires to take exception to any term or condition set forth herein or in City provided supplemental information, ***said exceptions must be clearly identified in developer's response to this RFP.*** Requested exceptions to or deviations from any of the terms and conditions must not be added to the proposal pages, but must be included separately as part of a developer's Statement of Preferred Scope of Development.

8. ADDITIONAL INFORMATION

Any additional information that the developer wishes to submit may be attached to the proposal in the form of appendices. Statements should be complete, but as brief as possible. No more than 3 additional pages beyond the information requested may be attached. Please do not send brochures, corporate marketing materials, or models.

The City shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective developer to perform the obligations in the response. The City reserves the right to reject any response where the available evidence or information does not satisfy the City that the prospective developer is qualified to carry out properly the obligations of the response, is a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or if the prospective developer refuses to cooperate with and assist the City in the making of such investigation.

Upon selection, the developer shall submit a non-refundable check (certified or cashier's) made payable to the Salt Lake City Corporation in the amount of \$4,000.00 as earnest money for the purchase of the Property. The developer will be required to submit the earnest money within 10 calendar days of being notified that they have been selected or forfeit its position and the City will begin negotiations with an alternative developer selected by the City. The \$1,000 deposit submitted with the developer's proposal will be added to this amount, bringing the earnest money submission to \$5,000. An additional earnest money payment of up to 5% of the purchase price will be negotiated during the exclusive negotiation period and will be due upon execution of the Purchase and Sale Agreement. The earnest money will be applied to the purchase price at closing and can only be refunded prior to closing if the developer is unable to get Planning Commission or City Council approval (if needed). Should the chosen development team be unable to perform for any reason, the developer shall forfeit the earnest money and the City shall retain the earnest money as liquidated damages.



SECTION III - SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

Submittals will be reviewed by a Selection Committee comprised of 4 staff representatives of the City and 5 community representatives.

The Selection Committee will rank the proposals and may ask the top-ranked developers to present their proposed projects. The Selection Committee will recommend a first-ranked developer, a first- and second-ranked developer, or no developers for consideration by the Mayor of Salt Lake City (“Mayor”). The final selection will be made by the Mayor. The City will enter into exclusive negotiations with the selected developer, who will be given a six (6) month exclusive right to negotiate the terms of the written agreements described above. Exhibit “D” includes a partial list of requirements to be accomplished during the Exclusive Negotiation Period and prior to closing. If the first-ranked developer withdraws or cannot obtain approval of its design within this timeframe, the second-ranked developer may be given an opportunity to enter into an exclusive right to negotiate for purchase of the Property. The City reserves the right to reject any and all proposals received at any time prior to the execution of the Option to Purchase Agreement.

The City reserves the right to negotiate changes in the terms of development with the selected developer as may be required.

SELECTION CRITERIA

The City shall be the sole judge as to which proposal best meets the selection criteria. The City reserves, at its sole discretion, the right to reject any or all proposals received, to waive any submission requirements contained within this RFP, or to waive any irregularities in any submitted proposal.

The selected developer will be chosen on the basis of the quality of their proposal and proposed project. The following will be the criteria by which the Selection Committee will select the first- and second-ranked development proposals:

1. COMPLETE PROPOSAL
Did the developer submit a complete proposal?
2. DEVELOPER’S VISION
Does the developer provide a clear and viable vision for their proposed development.
3. SCOPE OF DEVELOPMENT
How well does the development proposal address the:
 - a. Development Requirements and Preferences (Exhibit B)
 - b. Design Guidelines (Exhibit C)



4. DEVELOPER QUALIFICATIONS

To what degree do the developer and development team possess the qualifications and experience necessary to plan, design, and build the proposed development? Does the development team have experience with permanent supportive housing, affordable housing, Low-Income Housing Tax Credits, and Historic Tax Credits?

5. FINANCING

Does the developer have the necessary financial expertise and backing to complete the proposed project? Does the project have a viable proforma?

6. PROPOSED CHANGES

Proposed changes to the terms included in the RFP.

SECTION IV - DESIGN REVIEW

1. The City expects all proposed projects to incorporate high quality and enduring exterior building materials. Proposals that do not meet this expectation will be subject to a more rigorous design review, if selected.

2. This design review process will require the selected developer to obtain approval for the Schematic Design, Design Development, and Final Construction Documents for the proposed development. A Design Review Committee comprised of representatives from the Housing and Neighborhood Development Division, Planning Division Staff, and the professional historic preservation community shall be responsible for the review and approval of the Schematic Design, Design Development, and Final Construction Documents.

3. Design Review Approval Milestones:

a. Basic Design

The Basic Design drawings shall consist of the drawings that were submitted in response to the RFP and any modifications to the development proposal required by the Selection Committee or the Mayor as part of their approval of the first- and second-ranked developers. The selected developer will be expected to present the Basic Design to the Central City Community Council at their first regularly scheduled meeting after completion of the selection process.

b. Schematic Design

The schematic design shall be conducted when the design is 30% complete. The submittal shall include a narrative description of the development, a presentation site plan, exterior concept elevation drawings, and two project sections.

c. Design Development

The Design Development submittal shall include the 60% complete construction documents. The submittal will include samples of exterior



- materials, as well as drawings that specify the location and appearance of all exterior design features.
- d. Final Construction Documents
- The Final Construction Documents submittal shall include all drawings, specifications, and related documents necessary for construction of the development.

SECTION V - MISCELLANEOUS

1. All development concept information submitted by the developer will be binding upon the developer. Unless authorized by the City in writing, subsequently prepared plans and specifications must be consistent with, and be a logical development or reasonable inference of the information submitted.
2. All proposals, including attachments, supplementary materials, and addenda shall become the property of the City at the time of submission and will not be returned to the developer. Information contained in the proposals, excepting financial statements of the development entity or partners and information labeled "Not for Public Disclosure" in accordance with Utah law, will be available to the public upon inquiry immediately following the execution of a written agreement with the selected developer by the City.
3. The developer, by submitting a response to the RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFP including, but not limited to, the City's selection of a developer with whom to enter into negotiations, the City's rejection of any or all responses, and the terms of any subsequent Option to Purchase Agreement and Development Agreement that might be entered into as a result of the Request for Proposals.
4. The City reserves the right to negotiate changes in the terms or scope of development with the selected developer as may be required.
5. The City shall have the right to post signage on each street face of the development throughout construction. The signage shall be used to recognize the contributions of the City to the development, provide development information, and promote the City's 5000 Doors initiative.
6. The selected Developer shall agree to provide a written Project Report to the City and County Assessor within 4 weeks of receiving a Certificate of Occupancy. The report shall include the following information:
 - a. Total square footage of Property improvements.
 - b. Total development cost.
 - c. Description of the development.
 - d. Lease rates for the development.
 - e. Actual sales prices (if applicable)



7. The selected Developer shall agree to provide an annual leasing and sales report to the City and County Assessor that discloses the lease rates being charged to all tenants and the actual prices of the for sale units.

CITY AND CITY NON-LIABILITY AND RELATED MATTERS

1. No Representation or Warranties

All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by the City.

2. Building Permits, Zoning Variances, and Financial Viability

The City through the sale of the Property in no way guarantees or warrants the issuance of building permits, zoning variances, or the financial viability of the Project.

3. City Discretion, Non-Liability, Waivers, and Hold Harmless

Developers acknowledge by submitting information and proposals to the City that the City does not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a developer. By submitting a proposal in response to the RFP, the developer releases the City from all liability with respect to the development program, the RFP, and all matters related thereto, covenants not to sue the City regarding such matters, and agrees to hold the City harmless from any claims made by the developer or anyone claiming by, through, or under the developer in connection therewith.

RIGHT TO REJECT/WAIVE IRREGULARITIES

The City reserves the right to reject any and all proposals and to waive any non-material irregularity, informality, or technicality in proposals received, in the interest of the City.



SECTION VI – SUPPLEMENTAL INFORMATION

The following supplemental information is available on the BidSync website and can be found at <http://www.bidsync.com/>.

- Supplemental Document 1 NP Building National Historic Register Nomination
- Supplemental Document 2 Richardson Apartments PSH Case Study
- Supplemental Document 3 NP Building Asbestos Delineation Study
- Supplemental Document 4 Proposal for Remodel and New Construction at the Pacific Northwest Pipeline (September 16, 2013 – GSBS Architects)

SECTION VII – EXHIBITS

- A. Property Description
- B. Development Requirements and Preferences
- C. Design Guidelines
- D. List of Closing Requirements



EXHIBIT "A"

Property Description

	Property Address:	Parcel Number:	Acreage:
Parcels:	315 E. 200 S.	16-06-205-017	2.72
Zoning:	Residential Mixed-Use (R-MU)		

Site Map:



Legal Description:

BEGINNING AT A POINT BEING SOUTH 00°01'26" EAST 5.9 FEET AND SOUTH 89°57'22" WEST 6.0 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 50, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 300 EAST STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF 200 SOUTH STREET AS SHOWN ON THAT SURVEY AND MAP FOR PACIFIC NORTHWEST REALTY, A SUBSIDIARY OF WILLIAMS COMPANY, DATED FEBRUARY 22, 1985, BY BINGHAM ENGINEERING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 0°02'38" WEST 264.46 FEET TO THE CENTERLINE OF ARNOLD PLACE; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE ALONG SAID CENTERLINE NORTH 89°58'29" EAST 161.14 FEET; THENCE LEAVING SAID CENTERLINE NORTH 0°45'00" WEST 71.53 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3, IN SAID BLOCK 50 PLAT "B"; THENCE ALONG SAID NORTHERLY LINE OF LOT 3 NORTH 89°58'28" EAST 93.65 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 3 NORTH 0°02'38" WEST 165.04 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 4 IN SAID BLOCK 50, PLAT "B"; THENCE ALONG SAID NORTHERLY LINE OF LOT 4 NORTH 89°58'25" EAST 41.31 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 4 SOUTH 0°02'38" EAST 165.04 FEET TO THE NORTHERLY LOT LINE OF SAID LOT 3; THENCE ALONG SAID NORTHERLY LINE OF LOT 3 NORTH 89°50'28" EAST 41.31 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LOT LINE OF LOT 8 IN SAID BLOCK 50, PLAT "B", NORTH 89°58'28" EAST 37.56 FEET (RECORD 37.50 FEET); THENCE ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOT 8 SOUTH 0°02'38" EAST 335.95 FEET TO A NORTHERLY RIGHT-OF-WAY LINE OF 200 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°58'34" WEST 37.56 FEET (RECORD 37.50 FEET) TO A POINT BEING SOUTH 0°02'38" EAST 5.9 FEET FROM THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 50 PLAT "B"; THENCE SOUTH 89°58'34" WEST 336.53 FEET TO THE POINT OF BEGINNING. IN SALT LAKE COUNTY, UTAH.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ANY RIGHTS OF WAY AND EASEMENTS WHICH MAY EXIST IN, ON, UNDER OR OVER THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN VACATED PORTIONS OF 2ND SOUTH AND 3RD EAST STREETS.

TOGETHER WITH ALL THE RIGHTS OF WAY APPURTENANT TO SAID PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

BEGINNING AT A POINT BEING SOUTH 89°58'28" WEST 6.00 FEET SOUTH 0°02'38" EAST 60.02 FEET FROM THE NORTHWEST CORNER OF LOT 3, BLOCK 50, PLAT "B", SALT LAKE CITY SURVEY; SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 300 EAST STREET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF ARNOLD PLACE NORTH 89°58'29" EAST 154.75 FEET; THENCE SOUTH 0°02'38" EAST 11.50 FEET TO THE CENTERLINE OF ARNOLD PLACE; THENCE ALONG SAID CENTERLINE SOUTH



89°58'29" WEST 154.75 FEET TO SAID EASTERLY RIGHT-OF-WAY OF 300 EAST STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 0°02'38" WEST 11.50 FEET TO
THE POINT OF BEGINNING.

BEGINNING AT A POINT BEING NORTH 89°58'34" EAST 37.56 FEET AND SOUTH 0°02'38" EAST
5.9 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 50, PLAT "B", SALT LAKE CITY
SURVEY, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF 200 SOUTH STREET;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 0°02'38" WEST 158.94 FEET;
THENCE SOUTH 89°58'31" WEST 40.06 FEET; THENCE NORTH 0°02'38" WEST 12.00 FEET TO
THE NORTHERLY LINE OF LOT 2 IN SAID BLOCK 50, PLAT "B"; THENCE ALONG SAID
NORTHERLY LOT LINE NORTH 89°58'31" EAST 2.50 FEET TO THE NORTHWEST CORNER OF
LOT 1 IN SAID BLOCK 50, PLAT "B"; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1
NORTH 89°58'31" EAST 37.56 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 1
NORTH 0°02'38" WEST 19.10 FEET; THENCE NORTH 89°58'31" EAST 10.00 FEET; THENCE
SOUTH 0°02'38" EAST 190.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 200 SOUTH
STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°58'34" WEST 10.00
FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT BEING NORTH 89°58'28" EAST 138.22 FEET FROM THE NORTHWEST
CORNER OF LOT 3, BLOCK 50, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING ON THE
NORTHERLY LINE OF SAID LOT 3; THENCE ALONG SAID NORTHERLY LINE OF LOT 3 NORTH
89°58'28" EAST 16.53 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 3 SOUTH
0°02'38" EAST 83.02 FEET; THENCE SOUTH 89°58'29" WEST 16.53 FEET; THENCE NORTH
0°02'38" WEST 83.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY:

BEGINNING AT A POINT BEING NORTH 0°02'38" WEST 155.04 FEET AND SOUTH 89°58'25"
WEST 6.00 FEET FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 50, PLAT "B", SALT LAKE
CITY SURVEY, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 300 EAST
STREET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 89°58'25" EAST
171.27 FEET; THENCE SOUTH 0°02'38" EAST 0.50 FEET; THENCE NORTH 89°58'25" EAST 82.63
FEET; THENCE SOUTH 0°02'38" EAST 148.54 FEET; THENCE NORTH 89°58'28" EAST 41.31
FEET; THENCE NORTH 0°02'38" WEST 171.04 FEET TO A POINT 6.00 FEET NORTH OF THE
NORTHERLY LINE OF LOT 4, IN SAID BLOCK 50, PLAT "B"; THENCE SOUTH 89°58'25" WEST
295.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 300 EAST STREET; THENCE ALONG
SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 0°02'38" EAST 16.00 FEET TO THE POINT OF
BEGINNING.

SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY:

BEGINNING AT A POINT BEING SOUTH 89°58'28" WEST 6.00 FEET AND SOUTH 0°02'38" EAST



71.52 FEET FROM THE NORTHWEST CORNER OF LOT 3, BLOCK 50, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 300 EAST STREET AND THE CENTERLINE OF ARNOLD PLACE; THENCE ALONG SAID CENTERLINE NORTH 89°58'29" EAST 154.75 FEET; THENCE SOUTH 0°02'38" EAST 11.50 FEET; THENCE SOUTH 89°58'29" WEST 154.75 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 300 EAST STREET; THENCE NORTH 0°02'38" WEST 11.50 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"

Development Requirements & Preferences

A. Requirements:

Development proposals must include the following:

1. Historic Rehabilitation and Reuse of the Northwest Pipeline Building

The NP Building is recognized for its significance through listing on the National Register of Historic Places. Given the building's recognized historic status and the building's architectural significance, development proposals must include the rehabilitation of the building's exterior as part of an adaptive reuse. The City does not have a preference on the use of the building, provided the proposed development program for the Property complies with the Development Requirements. The rehabilitation of the building should conform to guidelines provided by the National Park Service (Secretary of the Interior's Standards - <http://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>) and the Utah State Historic Preservation Office. The selected developer will be responsible for securing historic rehabilitation incentives, if required as part of the project financing structure.

2. Permanent Supportive Housing

All development proposals must include Permanent Supportive Housing (PSH). PSH is a long-term, community-based form of housing that has supportive services for homeless persons. This type of supportive housing enables special needs populations to live as independently as possible in a permanent setting. Proposals must include a minimum of 50 PSH units and ancillary supportive space. The target market for the PSH units shall be chronically homeless single women; however the PSH cannot exclude other homeless individuals who need housing per federal Fair Housing requirements. Additionally, all proposals must include a project partner with successful experience developing and operating PSH facilities that will operate the PSH units in the proposed development. The City will provide assistance to the selected developer in their efforts to secure project based vouchers and applicable tax credits.

3. Mixed-Income Housing

All proposals must include housing options that serve individuals and families with a mix of incomes. The development should provide a minimum of 50 PSH units, with 25-35% of the non-PSH units being restricted to households making 60% or less of the Area Median Income (AMI) and 65-75% of the non-PSH units being available at market rate.

4. Public Open Space

The proposed development must include at least 0.2 acres of publicly accessible open space. The expectation is that the open space be well designed, functional



year-round, and provide an attractive and inviting space that can be utilized by Central City residents and development patrons. Examples of open space may include plazas, green space, and gardens. Developers are encouraged to propose creative ideas that address the expectations listed above and integrate the amenity with the proposed development. City staff will coordinate with the selected developer to determine the best options for funding, constructing, operating, and maintaining the open space. For purposes of the proposal, the following should be assumed:

- a. The primary purpose shall be to provide an amenity to the neighborhood, but the space may facilitate limited commercial activities. For example, a plaza may partially be used for outdoor dining, a temporary market, or occasional events associated with the commercial uses in the development.
- b. The developer will be responsible for conducting and funding the design and construction of the open space.
- c. The space must be maintained by the developer or property owner year-round. The neighborhood amenity shall be owned by the developer or other private entity.
- d. The developer may put use limitations on the open space. Examples may include hours of access, smoking prohibitions, etc. Any limitation on the use of the neighborhood amenity must be approved by the City.
- e. The location of the open space may be proposed anywhere on the property, but it must be clearly available for use by neighborhood residents.

5. Neighborhood Commercial

The proposal shall provide commercial space for small locally-owned businesses and neighborhood service providers (e.g., day-care, restaurant, bakery, medical clinic, market, etc.). The commercial space should help drive pedestrian activity on 300 East and 200 South.

6. Social Enterprise Space

The City is seeking to partner with an entity that will operate a Social Enterprise that provides neighborhood oriented commercial services and employment opportunities for chronically homeless individuals. The City requires that the proposed development include 1,000 square feet of retail space for use by the Social Enterprise. The space should be located on the ground floor and have direct street access. The rent and finishes for the space will be negotiated during exclusive negotiations.

7. Traction Power Substation

The City intends to build a new streetcar line that will serve downtown and the neighborhood surrounding the Property. The operation of the streetcar requires the construction of a new Traction Power Substation (TPSS), which converts



standard electric power to an appropriate voltage, current, and frequency. The City will require the developer to provide a 20'x 25' site on the property for a future TPSS. The TPSS must be accessible for servicing and be accessible to underground electric cables.

B. Preference will be given to developments that:

1. Significantly increase the daily pedestrian activity on 300 East and 200 South, with a focus on pedestrians, cyclists, and transit riders.
2. Include an element of art that is clearly visible to the public from the street and contributes to an enhanced pedestrian experience for the Central City neighborhood. The developer should utilize artists that live and/or work in Salt Lake City to design and fabricate the art installation.

C. Consideration of Proposals

Proposals that provide for uses or massing that are allowed by zoning, but that differ from the Development Requirements and Preferences or Design Guidelines will still be considered for selection.



EXHIBIT "C"

Design Guidelines

The City's intent is to create a project that will complement the Central City neighborhood and strengthen the intersection of the 300 East and 200 South as a neighborhood activity node. The City is interested in the design of the Project's building(s), public and private spaces, automobile and/or pedestrian access, and the street façades. An understanding of the adjacent uses and forms and how the Project will interact with those over time is important. The City seeks a design that demonstrates long-term perspective and investment by the developer. In accomplishing the City's intent for the development of the Property, the following will need to be incorporated into all proposals:

- A. All of the Property identified as developable in Exhibit A shall be utilized in the Project.
- B. All new improvements constructed on the Property must compliment the architecture of the NP Building.
- C. The Project shall have a high quality design that addresses the following Urban Design Qualities:
 - a. Imageability
The Project is distinct, recognizable, and memorable.
 - b. Human Scale
The Project design shall have a size, texture, and articulation of physical elements that complement human size and proportions.
 - c. Transparency
The Project incorporates a design that creates a visual connection from the street to the interior of the proposed improvements.
 - d. Intricacy
The Project design shall have a visual richness. Intricacy depends on the variety of the physical environment, specifically the number and kinds of buildings, architectural diversity, landscape elements, street furniture, signage, and human activity.
 - e. Coherence
The degree of coherence is influenced by consistency and ability to complement the scale, character, and arrangement of neighboring buildings, landscaping and other physical elements.
- D. The City expects all proposed projects to incorporate high quality and enduring exterior building materials. Proposals that do not meet this expectation will be subject to a more rigorous design review, if selected. Namely, designs shall



incorporate high quality exterior materials such as brick, wood, metal, masonry, etc.

- E. The development shall be designed to at least a LEED Silver standard or an equivalent level of demonstrated environmental design approved by the City.
- F. No onsite surface parking shall front 300 East or 200 South. Curb cuts on 300 East and 200 South should be minimized.
- G. The Project shall be designed to “front” both 300 East and 200 South.
- H. The Project design shall incorporate all zoning code requirements.
- I. Proposals that provide for uses or massing that are allowed by zoning, but that differ from the Development Uses and Preferences or Design Guidelines will be considered for selection.



EXHIBIT “D”

List of Closing Requirements

The following is a partial list of requirements and conditions that the selected developer will need to provide or address in order to close on the purchase of the Property. These are standard requirements that are included in the City’s Option to Purchase Agreement and Development Agreements. Sample versions of the documents are available on the Bidsync website. Developer must agree to enter into these agreements with the City to design, construct, and oversee the operation of the development.

1. Design Submission and Approval

The developer will be required to secure approval by the City of schematic, design development, and final construction drawings.

2. Title

The developer accepts title subject to the City’s Right of Reverter, and also the requirement that the developer and all subsequent owners will operate the construction and management of the property as an equal opportunity employer.

3. Schedule

The developer shall provide the City with a Schedule of Development for approval prior to Closing.

4. Performance Security

The developer will be required to obtain Payment and Performance Bonds, and provide personal/corporate guarantees and adequate financial resources to assure the City that construction of the development will be funded in the event of a developer default.

5. Closing

Closing will take place simultaneously with closing on the development’s financing for the Project and only upon the City having received and approved Final Construction Documents and Schedule of Development, and the developer receiving a building permit for the Project.

6. Financing

If the selected developer opts to include for-sale housing in the development, developer will be required to secure written assurance from a bank confirming that bank’s commitment to provide financing for the purchase of those units by the end user. For a rental project, the developer will need to provide the City with verification of construction and long-term financing for the approved project prior to closing on the purchase of the property.



7. Financial Information

The selected developer will be required to submit additional financial information about the development entity and its owners during the exclusive negotiation period. The financial information will include audited financial statements for the entity, and personal financial statements of individual partners or owners within the entity.

8. Permanent Supportive Housing

The selected developer will be required to submit a permanent supportive housing operations plan to the City for approval prior to closing. The operations plan will need to indicate how PSH tenants will be identified, how the PSH will be operated, and how the PSH units will be funded.

9. Miscellaneous

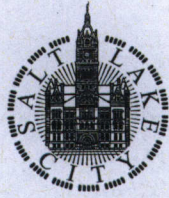
Other terms as required by the City's attorney.



ATTACHMENT F: NOTICE

PLNPCM2016-00066 – 315 E 200 South: Former Public Safety Building surplus

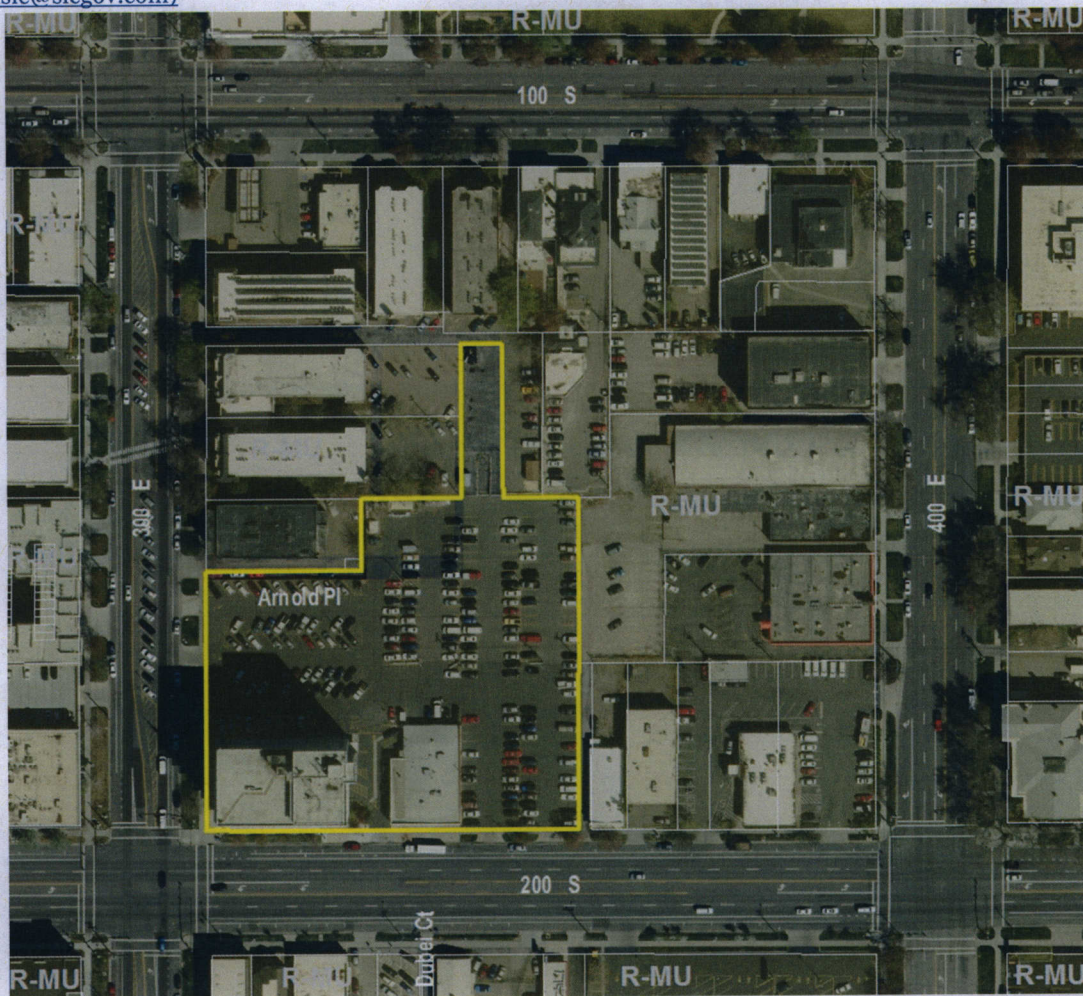
Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 315 E 200 South, pursuant to Municipal Code section 2.58.040. Salt Lake City has recently constructed a new Public Safety Building and is proposing to dispose of the former Public Safety Building to be redeveloped in conformity of the zoning code. Salt Lake City Real Property Management has conducted a request for proposals to choose and designate a developer who will restore the existing building in accordance with historical guidelines and build new housing on the site. The site is approximately 2.72 acres in size. The property is located in an R-MU Residential Mixed-Use in Council District 4, represented by Derek Kitchen. (Staff contact: Doug Dansie at 801.535.6182 or doug.dansie@slcgov.com)



NOTICE OF APPLICATION
315 East 200 South/Former Public Safety Building
(Petition: PLNPCM2016-00066)
March 8, 2016

RECEIVED
MAR 08 2016
CITY RECORDER

Pursuant to Section 2.58.040 of the Salt Lake City Municipal Code, this letter is to provide notice of an application to initiate a process to convey a significant parcel of real estate, located at approximately 315 East 200 South (the former Public Safety Building), from Salt Lake City to private ownership. The subject parcel is located in an R-MU (Residential Mixed Use) zoning district located within Council District 4, represented by Derek Kitchen. (Staff contact: Doug Dansie at 801-535-6182 or doug.dansie@slcgov.com)



A required public hearing for the surplus property transaction will be held at the Planning Commission on March 23, 2016.

In addition to the public hearing required above, the city council may also request a public hearing before the conveyance of the property. **Any request for a hearing before the city council must be delivered to the office of the mayor no less than fifteen (15) days after delivery of the notice to the office of the city council pursuant to subsection 2.58.040 of City Code.** If no request for a hearing is made within that time period, the city council shall be deemed to have waived any right to request a hearing. If a written call for hearing has been made by the city council, the mayor or his or her designee shall attend the hearing to hear and consider comments upon proposals to convey the property specified in the notice. The hearing shall take place before, after or in conjunction with a regularly scheduled city council meeting, as determined by the mayor.

ATTACHMENT G: MOTIONS

Alternate motion (Not Consistent with Staff Recommendation):

Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a negative recommendation regarding petition PLNPCM2016-0066 to the City Administration not in support of the transfer of ownership of the property identified in this staff report in a manner consistent with section 2.58 of the Salt Lake City Code.

(The Planning Commission shall make findings on the standards listed within ATTACHMENT A: ANALYSIS OF STANDARDS.)