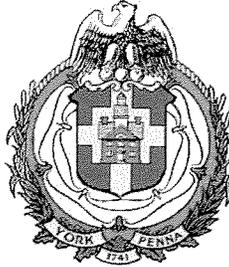


Council of the City of York, Pennsylvania

Carol Hill-Evans, President of Council
Henry Hay Nixon, Vice President of Council
Renee S. Nelson, Member of Council
Michael Helfrich, Member of Council
David Satterlee, Member of Council

Dianna L. Thompson-Mitchell, City Clerk
Email: dthompso@yorkcity.org



Office of York City Council
101 S. George St.
York, Pennsylvania 17401

Telephone: (717) 849-2246
Fax: (717) 812-0557

Website: www.yorkcity.org

AGENDA

February 3, 2015

Public Comment 6:30 p.m.
Legislative Session 7:00 p.m.

I. Public Comment: 6:30 p.m. to 7:00 p.m.

***Disclaimer:** Pursuant to the Sunshine Act, the City of York will only record citizens' names and the subject of testimony provided during the public comment period. Should you request information or desire a response to your testimony, you must provide the City Clerk or Council President with your contact information. Information you provide will be used by City of York agents to process your request. Your name, address and request for information may be entered into the City of York complaint tracking system.*

City Council welcomes public comment on agenda items and on City-related issues not on the agenda. Under Council's adopted Rules and Procedures, comment on agenda items occurs during Council's regular 7:00 p.m. meeting. Comment on non-agenda items begins at 6:30 p.m., with Council sitting as a General Committee. Persons wishing to speak on non-agenda items should sign up with the City Clerk before the 6:30 Public Comment period. Each speaker shall have up to five minutes to speak. To assure access to all participants, the presiding officer may reduce the time limit down to three minutes if the number of speakers who have signed up would extend the total comment period beyond 30 minutes and/or may resume public comment after Council's legislative session has adjourned. Council's Rules, available from the City Clerk, are also on display in Council Chambers and on Council's web page at www.yorkcity.org.

II. Call Legislative Meeting to Order: 7:00 p.m.

III. Roll Call

IV. Pledge of Allegiance

V. Moment of Silence

VI. Action on previous meeting Minutes of January 20, 2015 (legislative); January 28, 2015 (committee).

VII. Presentations, Proclamations, Awards and Announcements

VII. Meeting(s) Scheduled

Committee Meeting: Scheduled for Wednesday, February 25, 2015 at 6:00 p.m. in Council Chambers. Committee agenda items due by 12 noon on Wednesday, February 18th.

IX. Status of Prior Committee Referrals

Economic & Community Development Committee, Renee S. Nelson, Chair: At its January 28, 2015 committee meeting, committee members discussed **Resolution No. 7**, a Resolution authorizing an agreement with Q-Dot Engineering, LLC to provide administrative and inspection services related to the requirements of Article 1761 of the Codified Ordinances. Council received a presentation from Rick Merck of Q-Dot and Deputy Director Shilvosky Buffaloe. Discussion covered services, timelines, costs and cost comparisons, number of employees that will carry out these inspections and their experience, administrative procedures, what we will lose and/or gain, and whether we are breaking even and/or making revenue by contracting through a 3rd party

inspection agency. Committee members voted the resolution out of committee for consideration of final passage this evening.

- X. **Legislative Agenda:** (Order of Business – Action on Subdivision/Land Development & HARB Resolutions; Final Passage of Bills/Resolutions; New Business.)

Subdivision / Land Development / HARB

1. Resolution No. 13 - A Resolution
Accepting the recommendations of HARB.
Introduced by: Carol Hill-Evans
Originator: Historic York

Final Passage of Bills / Resolutions

2. Final Passage of Bill No. 2 (Forthcoming) – A Bill
Amending the York City Zoning Ordinance, Article 1303, Table 1303.08, to permit communication transmitting and receiving facilities by right in the (OS) Open Space District.
Introduced by: Renee S. Nelson
Originator: Economic & Community Development (PP&Z)
Note: Council held a public hearing on January 6, 2015 at 6:00 p.m. to receive public testimony on this amendment. The bill was introduced on that same evening and is now being considered for final passage tonight.
3. Final Passage of Bill No. 3 (Forthcoming) – A Bill
Amending Article 169 “Police Officers’ Pension Fund” of the Codified Ordinances. (To make it consistent with the amended FOP bargaining agreement – Res. 108-14)
Introduced by: Henry Hay Nixon
Originator: Police / Business Administration
4. Final Passage of Resolution No. 7 – A Resolution
Authorizing an agreement with Q-Dot Engineering, LLC. (To provide administrative and inspection services related to the requirements of Article 1761 of the Codified Ordinances)
Introduced by: Renee S. Nelson
Originator: Economic & Community Development (PP&Z)
(See comments above under section IX “Status of Prior Committee Referrals”)
5. Final Passage of Resolution No. 9 (FAILED) – A Resolution
Amending fees for the Bureau of Permits, Planning & Zoning.
Introduced by: Renee S. Nelson
Originator: Economic & Community Development (PP&Z)
Note: This resolution was tabled at Council’s January 20, 2015 meeting due to a request made for fee comparisons and rationale behind increasing certain fees. Council will considered removing this item from the table for consideration of final passage this evening.

New Business

6. Introduction of Bill No. 4 (Will be on 2/17/15 agenda) - A Bill
Amending the 2015 CDBG & HOME Budgets. (To reflect changes resulting from actual funding levels rolled over from 2014.)
Introduced by: Renee S. Nelson
Originator: Economic & Community Development (BHS)
Note: Bills must sit for at least one meeting prior to consideration of passage. Therefore this Bill will be considered for final passage on or after February 20, 2015.

7. Introduction of Bill No. 5 (Will be on 2/17/15 agenda) - A Bill
Amending Article 931 "Sanitary Sewers," Subsection 931.08(a) relating to grease traps.
Introduced by: David Satterlee
Originator: Economic & Community Development (BHS)
Note: Bills must sit for at least one meeting prior to consideration of passage. Therefore this Bill will be considered for final passage on or after February 20, 2015.
8. Resolution No. 14 - A Resolution
Authorizing an agreement with the County of York. (Allowing the city to convey land located at 1 W. Market St.)
Introduced by: David Satterlee
Originator: Public Works
9. Resolution No. 15 - A Resolution
Authorizing an agreement with Verizon Wireless. (For installation of a cell tower near Penn St. & Kings Mill Rd.)
Introduced by: David Satterlee
Originator: Public Works
10. Resolution No. (PULLED) - A Resolution
Consenting to the General Authority's proposal to increase parking meter rates.
Introduced by Michael Ray Helfrich
Originator: Business Administration (Parking/General Authority)

XI. Requests for Future Meetings

XII. Council Comment

XIII. Administration Comment

XIV. Adjournment

XV. Resumption of Public Comment Period (at the discretion of the presiding officer)



This agenda is subject to change before and during the meeting for consideration of such other business Council may desire to act upon including items of business deferred from previous Council meetings.

If you are a person with a disability and plan to attend the public meeting, please call 849-2883 if any accommodations are needed to participate in the proceedings. Persons with hearing impairments may contact the Deaf Center at TDD 848-6765 for assistance.

Referred to committee

Econ & Comm Dev - 1/28/15

Council of City of York, PA
Session 2015
Resolution No. 7



INTRODUCED BY: **Renee S. Nelson**

DATE: **January 6, 2015**

WHEREAS, Article 1761 of the Codified Ordinances of the City of York, Pennsylvania requires that all tenant occupied residential and all institutional occupancies to be licensed and inspected; and

WHEREAS, the City of York wishes to enter into an agreement with Qdot Engineering, LLC to provide administrative and inspectional services related to the requirements of Article 1761; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into an agreement with Qdot Engineering, LLC to provide administrative and inspectional services related to the licensing and inspection of tenant occupied and institutional occupancies. Said agreement to commence on January 1, 2015 and continue for a period of forty-eight (48) months.

PASSED FINALLY: **February 3, 2015**

BY THE FOLLOWING VOTE:

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None


Carol Hill-Evans, President of Council

ATTEST:


Dianna L. Thompson-Mitchell, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”), effective the ___ day of _____, 2014 (the “Effective Date”), is made by and between **THE CITY OF YORK**, a Pennsylvania municipality and City of the third class with its principal place of business at 101 South George Street, York, Pennsylvania 17401 (“City”), and **QDOT ENGINEERING, LLC**, a Pennsylvania limited liability company with its principal place of business at 429 N. Hartley Street, York, Pennsylvania 17404 (“QDOT”).

In consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

BACKGROUND

The City requires the annual inspection and licensing of residential and institutional occupancies, including Group I and Group R buildings and structures, in accordance with Article 1761 “Licensing and Inspection of Tenant Occupied Residential and all Institutional Occupancies” of the City of York Code of Ordinances (“Article 1761”). QDOT employs individuals that are qualified to inspect such buildings and structures as required by Article 1761. The City wishes to enter into a contract with QDOT for Article 1761 inspection services. QDOT wishes to enter into a contract with the City to perform Article 1761 inspection services for the City, as set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter made by the parties, and intending to be legally bound thereby, the parties agree as follows:

ARTICLE I Term; Services

1.1. Term; Termination. The Services (as defined herein) under this Agreement shall commence on January 1, 2015 (the “Service Date”), and continue for a period of forty-eight (48) months thereafter (such period of time referred to herein as the “Initial Term”). Unless advance notice of termination from a party is received by the other party at least thirty (30) days prior to the expiration of the then-current 48-month term, this Agreement shall automatically renew for consecutive one-year terms immediately following the preceding term (each successive year a “Renewal Year” and collectively the “Renewal Years”). Notwithstanding the provisions set forth above, after January 1, 2016, either party may terminate this Agreement by providing the other with sixty (60) days written notice.

Upon each renewal of this Agreement, all terms and conditions of this Agreement shall remain unchanged, in full force and effect.

Any reference herein to the “Term” of this Agreement shall refer to the Initial Term and all Renewal Years. Contractor shall be entitled to payment for all Services rendered hereunder through the date of termination, even if payment has not been received by the date of termination.

1.2. General Services. The City hereby grants QDOT the non-assignable right to act as the City’s inspector with regard to all inspection services contemplated by and regulated under Article 1761 (collectively, the “Services”), which shall include but shall not be limited to all Group I and Group R buildings and structures in the City. All terms of, rights in, and restrictions within this Agreement shall apply to all members, employees, and agents of QDOT whose responsibilities and/or job descriptions, express or implied, include some or all of the Services.

1.3. Permissible Activities. QDOT, consistent with the rights and powers of any City employee or representative, shall have the right to enter upon and inspect any and all premises within the City at all reasonable hours for the administration of the provisions and obligations as set forth and mandated by Article 1761.

1.4. Excluded Services. The Services shall not include:

1.4.1. Enforcement of violations of Article 1761.

1.4.2. Any inspections beyond the first re-inspection.

1.4.3. Issuing Article 1761 notices of violation, notices of revocation or summary criminal proceedings. QDOT shall notify the City of any properties that have failed the first re-inspection for enforcement by the City's Property Maintenance Inspectors.

1.4.4. Collecting Article 1761 inspection and licensing fees.

1.4.5. Sending annual licensing and inspection notices and reminders to property owners for the 2015 licensing year. Thereafter, QDOT shall be responsible for providing annual licensing and inspection notices.

ARTICLE II Administration

2.1. Resources; Access. The City shall provide appropriate access to municipal laws, ordinances, and regulations and all reasonable resources needed by QDOT to perform the Services. The City shall provide to the City all licensing and inspection notices, reports, documents, and information necessary for QDOT to perform all Services as of the Service Date. QDOT shall not be responsible for any inspections as of the Service Date for which it has not been provided all documents as directed above.

2.2. Fees Payable. Any fees provided or payable to QDOT under the ordinances pursuant to which an inspection was performed shall be paid by QDOT to the City treasurer, as feasible, for the use of the City.

2.3. Compensation. QDOT shall be paid for the Services as follows:

2.3.1. Q-Dot shall provide to the City each Monday an invoice that shall include a list of all inspections and re-inspections that were conducted during the previous week. The invoice shall include the date, address and unit number, if applicable, of each inspection. The amount invoiced for each inspection shall be in accordance with the Article 1761 fee schedule adopted by the City; however, in no case shall said fee be less than the fee in place as of January 1, 2015.

2.3.2. For 2015, an amount equal to Seventy-five (75%) percent of all Article 1761 licensing fees collected for the 2015 licensing year. Q-DOT shall invoice the City on March 1, 2015 and thereafter on the first of every month for all licensing fees due and owing hereunder. The invoice shall include the address, unit number, if applicable, and amount of license fees paid and the 75% allocation to be paid to QDOT.

2.3.3. For 2016 and each year thereafter, an amount equal to the Fee Multiplier (defined below) multiplied by all Article 1761 licensing fees collected for the applicable year. Q-DOT shall invoice the City on March 1 of each year and the first of every month thereafter for all licensing fees due and owing for the applicable inspection year. The invoice shall include the address, unit number, if applicable, and amount of license fees paid and the allocation to be paid to QDOT. The Fee Multiplier to be applied in any given year shall be equal to the percentage of Article 1761 inspections completed by Q-DOT (taking into account Article 1761 inspections conducted by City employees or other third parties) for the previous calendar year multiplied by twenty-five (25%) percent plus fifty (50%) percent.

2.3.4. All invoices shall be paid by the City within thirty (30) days of issuance by QDOT.

2.4. No Set-off. The parties to this Agreement shall be prohibited from off-setting any money payable against any money receivable under the terms herein.

2.5. Taxes, Benefits. Contractor shall be solely responsible for the payment of local, state and federal taxes due and payable with respect to compensation paid to it by the City. QDOT acknowledges that the City shall not withhold any such taxes from compensation to QDOT. Further, as an independent contractor, QDOT shall not receive, nor be entitled to, any retirement benefits, worker's compensation insurance, disability, health insurance, or any other benefit whatsoever.

ARTICLE III Confidentiality

3.1. Except as otherwise provided in the Pennsylvania Right to Know Law, QDOT acknowledges that certain information (both written and oral) has been and will be accessible to QDOT which is non-public, confidential, or proprietary in nature ("Information"). Such Information, in whole or in part, is considered confidential and subject to the non-disclosure requirements set forth below.

3.2. QDOT agrees that any and all Information will be kept confidential and (i) shall be disclosed only to the City; (ii) shall not, without the prior written consent of the City, be disclosed to any party, in any manner whatsoever, in whole or in part; and (iii) shall not be used by QDOT other than in connection with the express terms of this Agreement.

3.3. Nothing contained herein shall in any way restrict or impair Contractor's right to use, disclose or otherwise deal with:

3.4. Information which at the time of its disclosure is, or which thereafter becomes, at no fault of Contractor's, part of the public domain by publication or otherwise; and,

3.5. Information which Contractor can show was in his possession at the time of his disclosure and was not acquired, directly or indirectly, in breach or violation of any security obligation to the City.

ARTICLE IV Miscellaneous

4.1. Governing Law. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the Commonwealth of Pennsylvania.

4.2. Interpretation of Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

4.3. Captions. Captions of this Agreement are solely for the purposes of identification and shall not in any manner alter or vary interpretation or construction of this Agreement.

4.4. Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, transferees, successors and assigns; provided, however, that Contractor shall not assign this Agreement without the prior written consent of authority.

4.5. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be modified or changed in any respect except in writing duly signed by the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date first written above.

ATTEST:

CITY OF YORK

Dianna Thompson, City Clerk

C. Kim Bracey, Mayor

Robert Lambert, Controller

WITNESS:

QDOT ENGINEERING, LLC

Richard E. Merck, Member

FAILED - Did not pass



Council of City of York, PA
 Session 2015
 Resolution No. 9

Note: Fee legislation must sit for one mtg. prior to consideration of passage. Therefore, final passage will be considered on or after 1/20/15

INTRODUCED BY: **Renee S. Nelson**

DATE: **January 6, 2015**

WHEREAS, on January 15, 2012, by Resolution 135, City Council approved an amend list of fees for City services superseding Resolution 238 passed on December 30, 2004; and

WHEREAS, City Council is empowered to approve such fees for City services, such fees having been provided to City Council not less than one (1) meeting prior hereto; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Council hereby approves the following amended list of fees for City of York Services effective immediately upon passage.

BUREAU OF PERMITS, PLANNING AND ZONING PLAN REVIEW AND INSPECTION FEES

ADMINISTRATIVE FEES	
Permit Fee (Exception: Peddler, dumpster and Zoning permits)	\$36
Pennsylvania Act 13 Fee (applies to all UCC permits)	\$4
Certificate of Occupancy & Certificate of Compliance	\$36
Additional copies/reprint of permits and certificates	\$5 each
Construction Board of Adjustment and Appeal Filing Fee	\$128

PERMIT FEES	
Building Permit	1.75% of valuation*
Plumbing Permit	1.75% of valuation*
Mechanical Permit	1.75% of valuation*
Electrical Permit	1.75% of valuation*
Building Permit (Demolition)	2.00% of valuation*
Curb & Sidewalk Permit	1.75% of valuation*
Walkout Permit (Maximum \$5,000 work valuation & maximum 4 inspections)	1.75% of valuation*
Electrical Turn On Permit (Pass or fail, includes 1 inspection only)	\$75 per meter base
Dumpster Permit, thirty (30) days (When placed in a public right of way)	\$56
Dumpster Permit renewal, thirty (30) days	\$31
Peddler/Solicitor Permit, annual (One (1) person)	\$41
Peddler/Solicitor Permit, annual (Each additional person with same group)	\$6
Waste Handling Permit, annual	\$.051 per sq. ft. gross area

ZONING FEES	
Zoning Hearing Board Appeals	\$515
Zoning Determination Letter	\$40
New Business Proposal	\$36
Zoning Permit (fences, signs, swimming pools, etc.)	\$40

MECHANICAL DEVICES	
Vending Machine Fee, annual	\$31
Juke Box Fee, annual	\$67
Amusement Machine Fee, each machine	\$113

Resolution No. 9, Session 2014

PLAN REVIEW AND INSPECTION FEES

Review and Inspection Fee (RIF) (payable at the time of application)	.773% of BVD**
Maximum RIF	1.803% of BVD**
Plan review and inspections are charged at a rate of \$77 per hour, in half hour increments against the RIF. If the review and inspection fees exceed the RIF the customer shall pay the balance, not to exceed the maximum RIF, prior to receiving a certificate of occupancy.	
Plan Review Only (1 hour minimum, billed in ½ hour increments)	\$77 per hour
Pre-Design Meetings (1 hour minimum, billed in ½ hour increments)	\$77 per hour
Curb and Sidewalk Inspection, ≤20 linear feet	\$46
Curb and Sidewalk Inspection, >20 linear feet	\$46 + \$2.05 per additional linear foot**
Certificate of Occupancy/Compliance Inspection ≤2,000 sq. ft.	\$87
Certificate of Occupancy/Compliance Inspection 2,001 - 4,999 sq. ft.	\$150
Certificate of Occupancy/Compliance Inspection 5,000 – 10,000 sq. ft.	\$205
Certificate of Occupancy/Compliance Inspection >10,000 sq. ft.	\$350
Certificate of Occupancy/Compliance Re-inspection ≤2,000 sq. ft.	\$51
Certificate of Occupancy/Compliance Re-inspection 2,001 - 4,999 sq. ft.	\$77
Certificate of Occupancy/Compliance Re-inspection 5,000 -10,000 sq. ft.	\$103
Certificate of Occupancy/Compliance Re-inspection >10,000 sq. ft.	\$128
Grease trap/Sewer Interceptor Inspection, annual	\$72

PLUMBING FEES

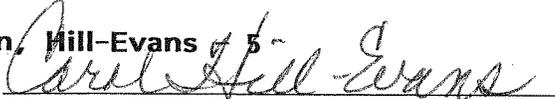
Annual Master Plumber License	\$113
Annual Journeyman Plumber License	\$56
Bi-annual Inactive Plumber License	\$31
New Sewer Tap Fee	\$513

*Valuation is based upon the most recent Building Valuation Data (BVD) as published by the International Code Council for new construction and additions, or the **fair market value** of the work performed (as determined by the Building Code Official) for repairs, demolition and or alterations.

**All fees are rounded to the nearest full dollar amount.

~~XXXXXXXXXX~~: **FAILED: Feb. 3, 2015** BY THE FOLLOWING VOTE:

YEAS: **None**, _____, _____, _____, _____

NAYS: **Helfrich, Nixon, Satterlee, Nelson, Hill-Evans** 5

 Carol Hill-Evans, President of Council

ATTEST:

 Dianna L. Thompson-Mitchell, City Clerk

Council of the City of York, PA
Session 2015
Resolution No. 13

Carol Hill-Evans

Introduced by: **Carol Hill-Evans**

Date: **February 3, 2015**

BE IT RESOLVED, by the Council of the City of York, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

Council hereby approves a Certificate of Appropriateness to be certified to and forwarded by the City Clerk to the York City Building Inspector who is hereby authorized to issue permits for work to be covered in the following application(s) as recommended and approved by the Historical Architectural Review Board:

1. **Elks Lodge** for work to be done at **223 N. George St.**
2. **Keystone Color Works** for work to be done at **151 W. Gay Ave.**

The foregoing work to be done in accordance with plans and specifications approved by the Historical Architectural Review Board.

Passed Finally: **February 3, 2015**

By the following vote:

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

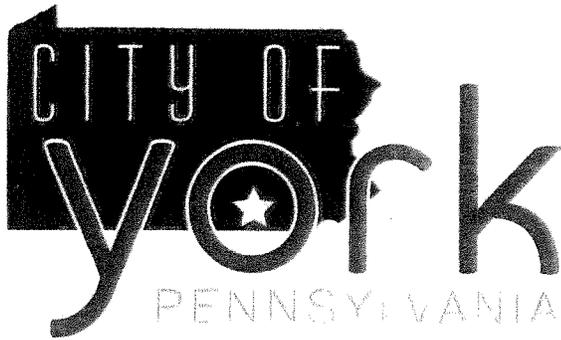
NAYS: None.

Carol Hill-Evans

Carol Hill-Evans, President of Council

ATTEST:

Dianna L. Thompson-Mitchell
Dianna L. Thompson-Mitchell, City Clerk



YORK HISTORICAL ARCHITECTURAL REVIEW BOARD
STAFF REVIEW SHEET
January 19, 2015

PROPERTY ADDRESS: 223 North George Street

APPLICANT(S): Benevolent and Protective Order of Elks – York Lodge #213

TYPE of APPLICATION:

REHABILITATION / ALTERATION

SIGN

DEMOLITION

NEW CONSTRUCTION

DESCRIPTION of PROPOSED WORK: The applicant proposes to update the deteriorated concrete sidewalk on the south side of their building leading from the rear parking lot to the handicap ramp entrance. They are also proposing to remove the existing wood handicap ramp and replace it with a wider version constructed with composite decking boards to match the brick façade of the building. The small shed roof porch will also be replaced and extended to match the end of the ramp to protect the members from the elements.

PROPERTY DESCRIPTION, GENERAL INFORMATION & FINDINGS of FACT: Home to the Elks Club since 1905, the 3 ½-story brick building stands in a largely historic streetscape that has seen some changes over the years. Originally designed in the Italianate style, the c.1865 building was given a Colonial Revival façade around 1900.

APPLICABLE ARTICLE of the YORK CITY CODIFIED ORDINANCES: 1731.09

APPLICABLE HISTORIC DISTRICT GUIDELINE(S): Roofs, Porches and Accessibility

SECRETARY of the INTERIOR'S STANDARDS for REHABILITATION: 2, 6 & 9

PROFESSIONAL RECOMMENDATION(S): Historic York recommends approval of this project. The proposed expansion of the handicap ramp and of the shed roof porch, although larger than existing, would not be an adverse effect in this section of the HARB district. This section of the Elks Lodge is set back from the street limiting its street visibility.

REVIEWER: Roger Ciuffo

DATE: January 19, 2015

**CERTIFICATE of APPROPRIATENESS
RECOMMENDATION to YORK CITY COUNCIL**

APPLICATION FOR PROPERTY ADDRESS: 223 North George Street

APPLICANT: BPO ELKS Lodge #213 – Ronald Lewis

At the public meeting held on Thursday January 22, 2015 the Board of Historical Architectural Review considered an application for a permit for work to be performed on the above property located with the Historic District.

Proposed Work: The applicant proposes to update the deteriorated concrete sidewalk on the south side of their building leading from the rear parking lot to the handicap ramp entrance. They are also proposing to remove the existing wood handicap ramp and replace it with a wider version constructed with composite decking boards to match the brick façade of the building. The small shed roof porch will also be replaced and extended to match the end of the ramp to protect the members from the elements.

Photos/Plans Attached:

Effect of the proposed change upon the general historic and architectural nature of the district [1731.09(a) of the Codified Ordinances of York, Pennsylvania]:

Appropriateness of exterior architectural features which can be seen from a public street or way only [1731.09(b)]:

General design, arrangement, texture, material and color of building or structure and relation of such factors to similar features of other buildings or structures in the district [1731.09(c)]:

Other relevant findings of fact:

WHEREUPON THE BOARD VOTED TO RECOMMEND **APPROVAL** OF THE APPLICATION:

AS PRESENTED IN THE ATTACHED PRELIMINARY REVIEW SHEET.

AS AMENDED FROM THE PRELIMINARY REVIEW SHEET AS FOLLOWS:

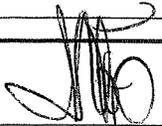
4"x4" MUST BE ON FOOTINGS TO SUPPORT SHED ROOF

4"x4" POSTS MUST BE STAINED OR SLEEVED TO MATCH RANGROGS
& BRICK. CEILING MAY BE USED & STAINED/PURPLED.

DISSENTING VOTES AND RATIONALE:

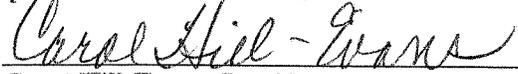
WHEREUPON THE BOARD VOTED TO RECOMMEND DENIAL OF THE APPLICATION BECAUSE:

DISSENTING VOTES AND RATIONALE: _____



John Fox, HARB Chair

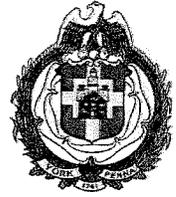
This application was reviewed by York City Council on 2/3/15 and has been
 APPROVED DENIED


Carol Hill-Evans, President of City Council

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR Part 67) pertain to historic buildings of all materials, construction types, sizes and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent or related new construction. HARB applies these Standards to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



YORK HISTORICAL ARCHITECTURAL REVIEW BOARD
STAFF REVIEW SHEET
January 19, 2015

PROPERTY ADDRESS: 109 West Gay Avenue

APPLICANT(S): Seth Predix and Jordan Ilyes

TYPE of APPLICATION:

REHABILITATION / ALTERATION

DEMOLITION

SIGN

NEW CONSTRUCTION

DESCRIPTION of PROPOSED WORK: The applicants are planning a complete renovation of the former Keystone Colors Works building into 29 apartments. The building is located in the Northwest Triangle area of York at the corner of West Gay Avenue and North Beaver Street. The renovation requires the replacement of the windows (which have been changed over the years) with some of the window openings being bricked over. The applicant plans to reopen all openings to reinstall windows. Door into the building are also missing or in disrepair. These will also need to be replaced. The applicant also will be cleaning the brick and repointing where needed. They will also repoint the chimneys. There is a mural on the west elevation stating the name of the company "Keystone Color Works Inc." this will be retained and restored.

PROPERTY DESCRIPTION, GENERAL INFORMATION & FINDINGS of FACT: The Keystone Color Works building is located at the corner of West Gay Avenue and North Beaver Street in the Northwest Triangle area of the City of York. The c.1873, 3-story brick triangular shaped building was constructed for the Empire Car works in 1873. Empire utilized the building until 1894 when Keystone Farm Machine Company purchased the building. The farm machine company operated until 1919 which is when Daniel F. Lafean and John S. McCoy purchased the building and started the Keystone Color Works, Inc. Keystone Color Works, Inc. manufactured paint and wallpaper colors until 1935 when the paint department closed. Subsequently, the manufacture of wallpaper colors became the major business of the company. The business closed in the 1990's.

APPLICABLE ARTICLE of the YORK CITY CODIFIED ORDINANCES: 1731.09

APPLICABLE HISTORIC DISTRICT GUIDELINE(S): Window & Doors

SECRETARY of the INTERIOR'S STANDARDS for REHABILITATION: 2, 6 & 9

PROFESSIONAL RECOMMENDATION(S): Historic York recommends approval of this project. The applicants are planning a full renovation of a property that has been sitting vacant for some time. The

windows have been changed numerous times with some being bricked closed. Although some of the requested materials, i.e. vinyl type windows, are being requested, the applicant is retaining as much original materials as they are able to return this building to use. After a site visit to other properties that the applicants have completed using similar material, Historic York believes that allowing the applicant to renovate this building would be a plus for the community and to the preservation of historic building here in the City of York.

REVIEWER: Roger Ciuffo

DATE: January 19, 2015

**CERTIFICATE of APPROPRIATENESS
RECOMMENDATION to YORK CITY COUNCIL**

APPLICATION FOR PROPERTY ADDRESS: 109 West Gay Avenue

APPLICANT: Seth Predix and Jordan Ilyes

At the public meeting held on Thursday January 22, 2015 the Board of Historical Architectural Review considered an application for a permit for work to be performed on the above property located with the Historic District.

Proposed Work: The applicants are planning a complete renovation of the former Keystone Colors Works building into 29 apartments. The building is located in the Northwest Triangle area of York at the corner of West Gay Avenue and North Beaver Street. The renovation requires the replacement of the windows (which have been changed over the years) with some of the window openings being bricked over. The applicant plans to reopen all openings to reinstall windows. Door into the building are also missing or in disrepair. These will also need to be replaced. The applicant also will be cleaning the brick and repointing where needed. They will also repoint the chimneys. There is a mural on the west elevation stating the name of the company "Keystone Color Works Inc." this will be retained and restored.

Photos/Plans Attached:

Effect of the proposed change upon the general historic and architectural nature of the district [1731.09(a) of the Codified Ordinances of York, Pennsylvania]:

Appropriateness of exterior architectural features which can be seen from a public street or way only [1731.09(b)]:

General design, arrangement, texture, material and color of building or structure and relation of such factors to similar features of other buildings or structures in the district [1731.09(c)]:

Other relevant findings of fact:

WHEREUPON THE BOARD VOTED TO RECOMMEND **APPROVAL** OF THE APPLICATION:

AS PRESENTED IN THE ATTACHED PRELIMINARY REVIEW SHEET.

AS AMENDED FROM THE PRELIMINARY REVIEW SHEET AS FOLLOWS: _____

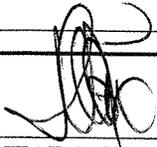
SAMPLES MUST BE REVIEWED AND AVAILABLE
FOR BOARD MEMBER REVIEW

DISSENTING VOTES AND RATIONALE: _____

WHEREUPON THE BOARD VOTED TO RECOMMEND **DENIAL** OF THE APPLICATION BECAUSE:

DISSENTING VOTES AND RATIONALE:

(DATE) **DOES NOT APPROVE UNDEVELOPED**



John Fox, HARB Chair

This application was reviewed by York City Council on 2/3/15 and has been
 APPROVED DENIED

Carol Hill-Evans
Carol Hill-Evans, President of City Council

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR Part 67) pertain to historic buildings of all materials, construction types, sizes and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent or related new construction. HARB applies these Standards to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Council of the City of York, PA
Session 2015
Resolution No. 14

INTRODUCED BY:  David Satterlee

DATE: February 3, 2015

WHEREAS, the City of York, York County, owns a certain parcel of land in Continental Square per the attached Exhibit; and

WHEREAS, the City's administration wishes to convey this land to the County of York for the agreed upon sum of twenty thousand dollars (\$20,000.00); and

WHEREAS, pursuant to 53 P.S. 37402.1 of the Third Class City Code, City Council has the authority to approve such transaction.

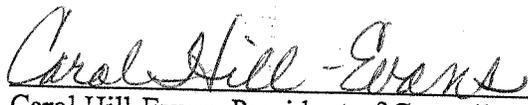
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania, that the Mayor is authorized and the Controller is directed and authorized to convey this land to the County of York per the attached Exhibit and for the agreed upon sum.

PASSED FINALLY: **February 3, 2015**

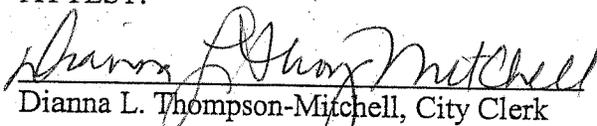
BY THE FOLLOWING VOTE

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

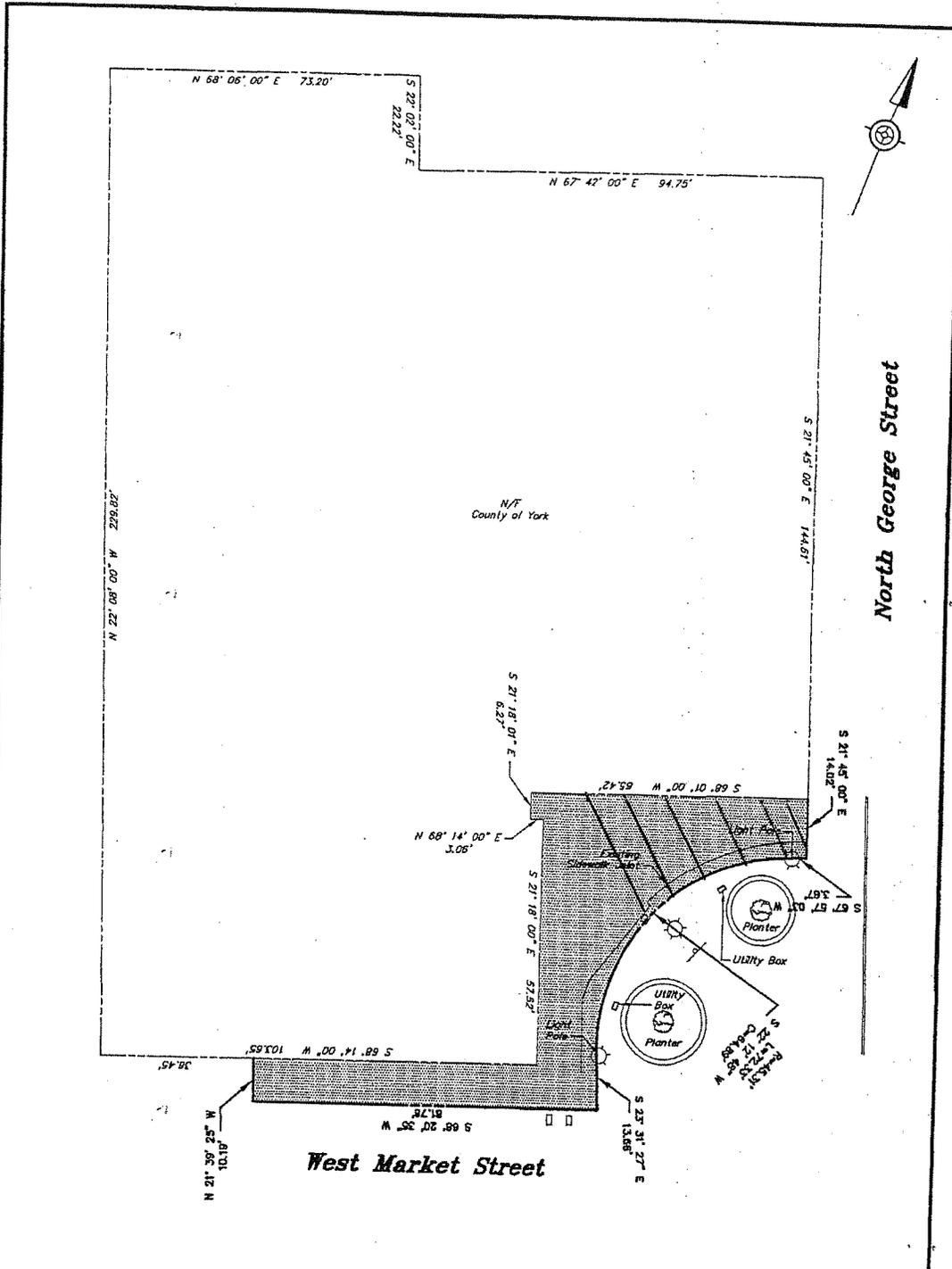
NAYS: None.


Carol Hill-Evans, President of Council

ATTEST:


Dianna L. Thompson-Mitchell, City Clerk

K:\040721000\dwg\Civil\040721000_A.dwg, 1/12/2015 8:53:58 AM



NOTES:

UPI NO. 03-040-01-0001.00-00000

NO COMPLETE PERIMETER SURVEY WAS PERFORMED BY C. S. DAVIDSON, INC.

BEARINGS AND DISTANCES SHOWN ARE TAKEN FROM RECORD BOOK 2241, PAGE 7143.

LEGEND

QUIET TITLE AREA (CONTAINING 2,863 SQ. FT.)

DRAWN BY	DWF/BAM
CHECKED BY	
SCALE	1" = 30'
DATE	1/12/2015
FILE NO.	0407.2.10.00
SHEET	1 OF 1
DWG. NO.	040721000_A

C.S. Davidson, Inc.

Excellence in Civil Engineering

20 NORTH DUNE STREET, YORK, PA • PHONE (717) 848-4800 • FAX (717) 848-0801
 80 WEST WAGLE STREET, GETTYSBURG, PA • PHONE (717) 333-3023 • FAX (717) 333-0792
 214 WEST JAMES STREET, SUITE 102, LANCASTER, PA • PHONE (717) 491-2000 • FAX (717) 491-0000
 WWW.CSDAVIDSON.COM

CITY OF YORK

PLAN SHOWING QUIET TITLE AREA

CITY OF YORK YORK COUNTY, PENNSYLVANIA

BEAR BUILDING - 1 MARKETWAY WEST

To: City Council

From Jason R. Sabol, Esq.

February 3, 2015

Continental Square Summary

There are two parts to this transaction. The first is for the part of the square that sits directly on top of the basement of 1 Marketway. All of the engineers who have examined the square, both their' s and ours, agree that that portion of the Square should belong to the owner of 1 Marketway. For whatever reason, that portion of the property was not included in the original deeds/plans and the quiet title action is an effort to have that portion above the basement properly attached to the property as it always should have been. My understanding is that Mr. Yohn wants that cleaned up so the he can construct an underground garage for 1 Marketway.

The second part of the transaction is the sliver of land outside of the old Vineyard. This part of the Square is not attached to 1 Marketway. Mr. Yohn approached the City about purchasing this sliver of land so that he can have a unified parcel to present to other developers, entrepreneurs, etc... Jim Gross measured that property and we had our engineers draw up a plan that included that small piece of land and included that in the quiet title action. This second part is what the \$20,000 payment is for.

Side Agreement

A side agreement will be recorded with the deed of One Marketway at the conclusion of the quiet title action. The side agreement consists of the following:

- 1) The portion of land that is discussed in the second paragraph above, the sliver outside of the Vineyard, will revert back to the City should Mr. Yohn, his successors or assigns:
 - a) Not end up purchasing the property at One Marketway; OR
 - b) After purchasing the property at One Marketway, proceed to sell the property to a third party in the future who will not be using the property as presented and developed.
- 2) Should Mr. Yohn not end up purchasing One Marketway, the City will refund the \$20,000.

Council of the City of York, PA
Session 2015
Resolution No. 15


Introduced by: David Satterlee

Date: February 3, 2015

WHEREAS, the City of York, York County, is the owner of a grass lot located near the intersection of Penn Street and Kings Mill Road in York, PA; and

WHEREAS, the City of York desires to enter into a Lease Agreement with Verizon Wireless for the installation of equipment for the transmission and reception of radio communication signals; and

WHEREAS, said equipment will be installed per the attached plans and in accordance with all local, state and federal laws.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into a Lease Agreement, a copy of which is attached hereto and made a part hereof, for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY: **February 3, 2015** BY THE FOLLOWING VOTE:

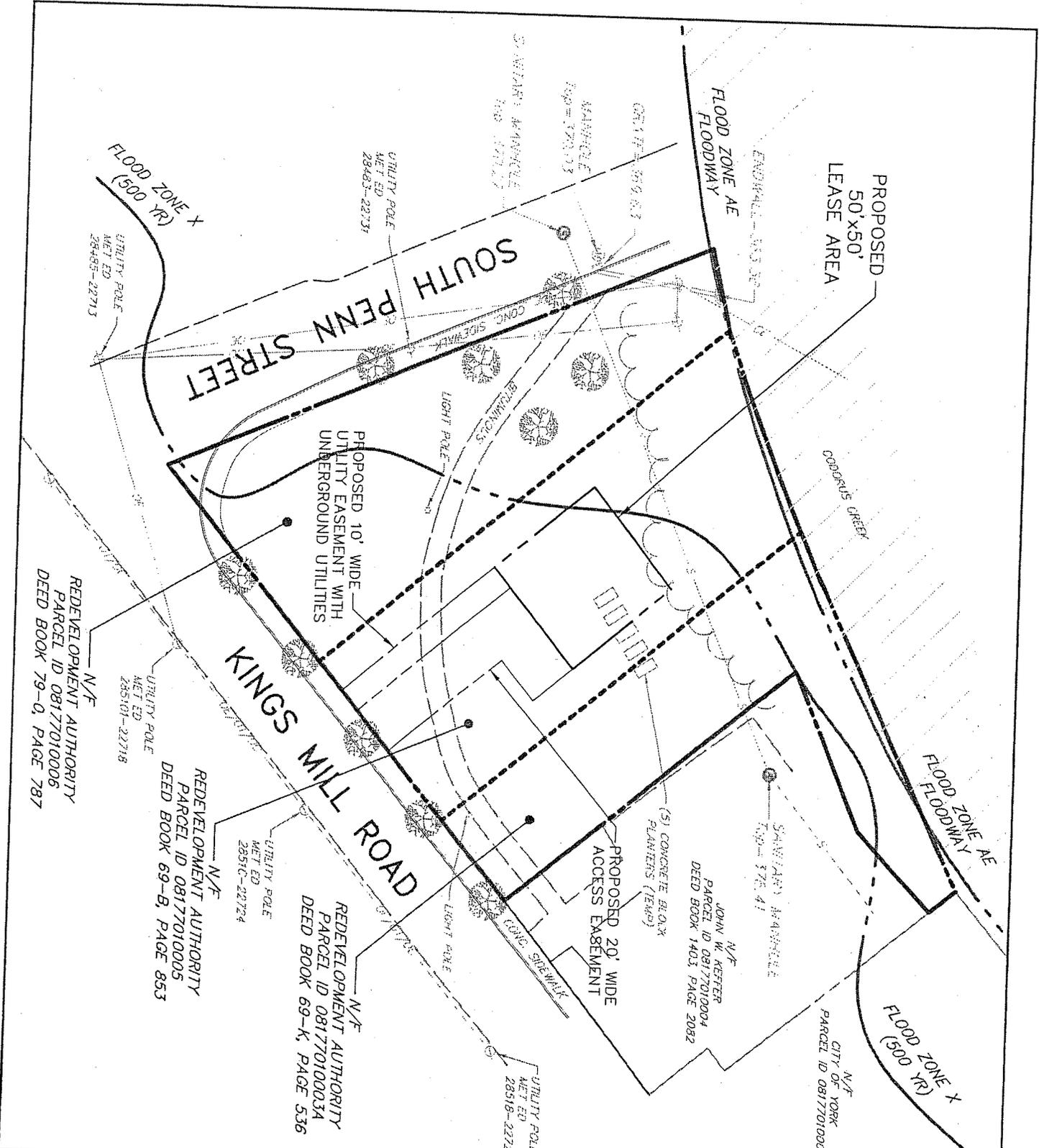
YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None


Carol Hill-Evans
PRESIDENT OF COUNCIL

Attest:


Dianna L. Thompson-Mitchell
CITY CLERK



Coordinates:
 LAT: 39°57'10.79" N
 LONG: 76°43'59.32" W

Site Address:
 377 Kings Mill Rd
 York, PA 17401

LEASE EXHIBIT A
 SHEET 1 OF 1
HARTLEY

City Of York
 York County, PA

RETTEW
 RETTEW Associates, Inc.
 8031 Richard Lane, Suite 111, Mechanicsburg, PA 17055
 Phone (717) 897-3551 • Fax (717) 897-8953

North

DRAWN BY: RAW
 DATE: 06/13/14
 SCALE: 1"=50'
 DWG. NO. 041802469