

City Council Work Session

Tuesday, September 25, 2012

6:00 p.m.

City Council Chambers – Rouss City Hall

AGENDA

Call to Order

Items for Discussion:

EXECUTIVE SESSION: MOTION TO CONVENE IN EXECUTIVE SESSION PURSUANT TO §2.2-3711(A)(29) OF THE CODE OF VIRGINIA FOR THE PURPOSE OF DISCUSSION OF THE SUBJECT MATTER OF THE AWARD OF A PUBLIC CONTRACT INVOLVING THE EXPENDITURE OF PUBLIC FUNDS AND DISCUSSION OF THE TERMS OR SCOPE OF SUCH CONTRACT, WHERE DISCUSSION IN AN OPEN SESSION WOULD ADVERSELY AFFECT THE BARGAINING POSITION OR NEGOTIATING STRATEGY OF THE PUBLIC BODY

R-2012-70: Resolution – Authorization to execute DMV Grant – Chief Kevin Sanzenbacher (pages 3-41)

O-2012-31: AN ORDINANCE TO AMEND THE WINCHESTER CITY CODE PERTAINING TO REAL ESTATE EXEMPTION BY CLASSIFICATION AND DESIGNATION – Dale Iman (pages 42-47)

O-2012-30: AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 25, ARTICLE II, DIVISION 2 OF THE WINCHESTER CITY CODE PERTAINING TO THE OLD TOWN DEVELOPMENT BOARD – Will Moore (pages 48-52)

R-2012-73: Resolution – Adoption of the Downtown Strategic Plan – Will Moore (pages 53-65)

CU-12-404: Conditional Use Permit – Request of Greenway Engineering for a Conditional Use Permit for multifamily dwelling at 443 Millwood Avenue (*Map Number 233--08--40A*) zoned Highway Commercial (B-2) District. – Tim Youmans (pages 66-71)

R-2012-76: Resolution – Approval of contract for Special Event Promoter and authorization for the City Manager to sign all necessary documents – Mary Blowe (pages 72-120)

R-2012-74: Resolution – Approval of application to VDOT for Revenue Sharing Funds – FY 2013-14 – Perry Eisenach (pages 121-125)

R-2012-75: Resolution – Approval and authorization to execute contract with Lantz Construction for the demolition and stabilization of 119-129 North Loudoun Street (Taylor Hotel) – Jim Deskins (pages 126-128)

Report of Liaisons

Monthly Reports

Adjourn

R-2012-70

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL/COMMITTEE MEETING OF: October 9, 2012 **CUT OFF DATE:** 9/25/12
9/18/12

RESOLUTION XX ORDINANCE PUBLIC HEARING

ITEM TITLE: Resolution authorizing City Manager to execute DMV Grant

STAFF RECOMMENDATION: The Chief of Police requests approval

PUBLIC NOTICE AND HEARING: N/A

ADVISORY BOARD RECOMMENDATION: N/A

FUNDING DATA: N/A

INSURANCE:N/A

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda.

<u>DEPARTMENT</u>	<u>INITIALS FOR APPROVAL</u>	<u>INITIALS FOR DISAPPROVAL</u>	<u>DATE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. City Attorney	<i>[Signature]</i>	_____	9/10/2012
6. City Manager	<i>[Signature]</i>	_____	9-12-12
7. Clerk of Council	_____	_____	_____

Initiating Department Director's Signature: *[Signature]* _____ Date: 9/5/12



APPROVED AS TO FORM:
[Signature] 9/10/12
CITY ATTORNEY



Winchester

police department *Virginia*



A Virginia Accredited Law Enforcement Agency

Timbrook Public Safety Center
231 East Piccadilly Street
Winchester, VA 22601

Telephone: (540) 662-4131
FAX: (540) 542-1314
Website: www.winchesterva.gov

TO: Mayor Elizabeth Minor, President Jeffrey Buettner, Members of the Council

FROM: Chief Kevin L. Sanzenbacher 

SUBJECT: Highway Safety Project Grant

DATE: October 9, 2012

BACKGROUND

Each year the Department of Motor Vehicles awards funding to local jurisdictions for selective traffic enforcement. For Federal fiscal year 2012 to 2013 the City has been awarded \$25,000.00. This funding will be used to pay overtime to staff sobriety and safety checkpoints and traffic related saturation patrols throughout the City, and to purchase new RADAR units.

There is a 20% local in-kind match required from the local jurisdiction. This match will be met using current operating funds.

Your authorization to accept this grant will be greatly appreciated.

**A RESOLUTION TO AUTHORIZE THE WINCHESTER
POLICE DEPARTMENT TO ACCEPT DMV GRANT**

WHEREAS, the Winchester is striving to be one of the safest communities in the country; and

WHEREAS, the City recognizes the importance of having aggressive police safety patrols and checkpoints; and

WHEREAS, the Department of Motor Vehicles has awarded the City a grant for \$25,000 for traffic safety patrols; and

WHEREAS, the City of Winchester's primary concern is the protection of life and property for the citizens.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Winchester, Virginia hereby authorizes the Winchester Police Department to accept the grant from the DMV in the amount of \$25,000 beginning October 9, 2012 through September 31, 2013 and authorizes the City Manager to sign all necessary documents to execute this grant.



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles

2300 West Broad Street

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

August 14, 2012

Mr. Douglas Watson
Captain
Winchester City
231 E. Piccadilly Street, Suite 310
Winchester, VA 22601

Dear Mr. Watson:

Safety has been and will continue to be a high priority in Virginia's overall transportation system. The McDonnell administration is committed to ensuring that safety is the highest priority in the development of the Commonwealth's multi-modal transportation system.

I am pleased to inform you that the highway safety project proposal(s) listed below has been approved for pass-through grant funding from the National Highway Traffic Safety Administration for Federal Fiscal Year (FFY) 2013.

<u>Program Project ID# - CFDA#</u>	<u>Project Title</u>	<u>Amount Approved</u>
154AL-2013-53129-4844-20.607	Selective Enforcement - Alcohol	\$25,000.00

The availability of funds under this grant is contingent upon two conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant must attend a grantee workshop and (2) the release of federal funds to the Commonwealth. Your assigned program manager will be contacting you to provide the dates and locations for this mandatory training.

You will receive the project agreement(s), the scope of work, and special conditions during the training session. As the recipient of a FFY 2013 grant award, it is important that you read and follow the information carefully. If you have any questions regarding the conditions, please contact the program manager assigned to your grant.

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project will have on making our roadways safer.

Sincerely,

Richard D. Holcomb

RDH/sb

Program Manager: Doug Stader



To: Virginia Police Chiefs, Sheriffs, State Police, and Traffic Safety Advocates

From: David Mitchell
 Department of Motor Vehicles

Dana Schrad
 Virginia Association of Chiefs of Police

John Jones
 Virginia Sheriffs' Association

Lt. Col. E. A. Stockton
 Virginia State Police

Subject: 2013 Smart, Safe and Sober Program

Date: 8/29/12

Winchester Police Department (agency name) plans to participate in the Smart, Safe and Sober programs and will submit the appropriate reports to DMV: The Virginia Highway Safety Office within the timeframes specified.

Signature *[Handwritten Signature]*

Please designate a primary point of contact in your agency for Smart, Safe and Sober:

PLEASE PRINT CLEARLY:

Coordinator, Title: *Douglas R. Watson, Captain*

Mailing Address: *231 E. Piccadilly St. Winchester, VA 22601*

Telephone: *(540) 545-4707*

Fax: *(540) 542-1311*

Email Address (this is a required field - no personal email addresses please).

Please grant access for:

Click It or Ticket data reporting - Please list all that should be granted access:

dbock@ci.winchester.va.us astollemyer@ci.winchester.va.us

Checkpoint Strikeforce data reporting - Please list all email addresses that should be granted access: *SAME as ABOVE*

PLEASE RETURN TO YOUR DMV: VIRGINIA HIGHWAY SAFETY OFFICE PROGRAM MANAGER

DMV VHSO MANAGER NAME:

Purpose: Virginia's Highway Safety Program Subgrantees use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subgrantees must read the contract, complete all applicable information on the first page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subgrantee: Winchester City
 Project Title: Selective Enforcement - Alcohol
 Project Number/CFDA Number: 154AL-2013-53129-4844-20.607
 Grant Award Amount: \$25,000.00

Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration
 Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2012, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2013. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2013.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Subgrantee certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subgrantee's signature below indicates that the Subgrantee has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Subgrantee's proposal; and the letter awarding the grant to the Subgrantee constitutes the entire agreement between the Department and the Subgrantee, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies; (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subgrantee's proposal; and (8) grant award letter.

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subgrantee:

Douglas R. Watson, Captain
 Name and Title of Project Director (print)

[Signature] 8/29/12
 Signature Date

 Name and Title of Authorized Approving Official (print)

Subgrantee's DUNS Number _____

Does your locality/legal entity expend \$500,000 or more annually in total federal funds? (check one) Yes No

 Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
 Director, Virginia Highway Safety Office (print)

 Signature Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 09-AUG-2012

154AL-2013 - 53129 - 4844 - Winchester City

PM: STADER, DOUG

Project Director Initials

Date *8/31/12*

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Approximately 672 overtime hrs. @ 32.00 an hour.	1	21,490.00	21,490.00	21,490.00	0.00
Other Direct Costs	Match: fuel, vehicle maintenance and court time.	1	12,500.00	12,500.00	0.00	12,500.00
Equipment	Raptor RP-1, Dual K-Band Antenna, Directional & Same Lane Mode Includes: Tuning Forks, Mounts & Cables, Wireless Remote, 2 Yr Warranty, Shipping/Handling and Hard Carrying Case	2	1,755.00	3,510.00	3,510.00	0.00
Total:				37,500.00	25,000.00	12,500.00

Subgrantee Name: Winchester City Project #: 154AL-2013-53129-4844

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the Subgrantee's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2012 through December 31, 2012

Estimated 162 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 10 number of saturation patrols

For January 1, 2013 through March 31, 2013

Estimated 130 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 10 number of saturation patrols

For April 1, 2013 through June 30, 2013

Estimated 200 number of overtime hours to be used

Estimated 2 number of checkpoints

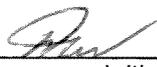
Estimated 15 number of saturation patrols

July 1, 2013 through September 30, 2013

Estimated 160 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 10 number of saturation patrols

Project Director 
Initial

8/30/12
Date

Subgrantee Name: Winchester City Project #: 154AL-2013-53109-4844

Goals and Specific Program Elements, continued

- b. To conduct a minimum of 1 checkpoints and/or 10 saturation patrols for the Click It or Ticket Mobilization in May 2013.
 - c. To conduct a minimum of 1 checkpoints and/or 10 saturation patrols for the Checkpoint Strike Force Campaign.
 - d. To have — number of sworn officers attend — number DMV approved traffic safety-related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
 - e. Increase from number of radar units in active use from 33 to 35. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
 - f. Increase from number of breath testing units in active use from — to —. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
2. The subgrantee must contribute to the overall State Highway Safety Plan goals:

ALCOHOL

- **GOAL: Decrease alcohol-impaired fatalities 5% by December 31, 2013, as compared to Calendar Year 2011.**
- Must participate in Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) activities.
- Subgrantees must submit Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) selective enforcement data electronically through TREDIS (Traffic Records Electronic Data System).
- Seventy-five percent (75%) of alcohol selective enforcement activities are to be conducted between the hours of 8 p.m. to 3 a.m. with special emphasis on Thursday through Sunday. The remaining twenty-five percent (25%) can be scheduled during other approved identified high-crash time periods.
- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2012, and put in service by March 31, 2013.
- All subgrantees must submit a completed monitoring report (TSS 14-A) to their DMV Program Manager by specific assigned dates.
- Subgrantees must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director 
Initial

8/30/12
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 109-59, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - a. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 402 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

 - b. **Level 2, for a paid advertising campaign greater than \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 - Mail surveys;
 - Telephone surveys;
 - Focus groups;
 - Mall intercept interviews;
 - Direct mailings;
 - Call-in centers;
 - Newspaper polls;
 - Household interviews;
 - Before and after approach, which compares system status before and after the introduction of the message; and
 - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.

3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Subgrantee purchases the equipment. Such approval shall be obtained by the Department from the National Highway Transportation Safety Administration (NHTSA) regional manager in writing, and Subgrantee will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Subgrantee shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Subgrantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

agreed upon by the Department and the Subgrantee and approved by NHTSA and the Department. In the event of a conflict between this section and 2 CFR Part 220 (Cost Principles for Educational Institutions, formerly OMB Circular A-21), 2 CFR Part 230 (Cost Principles for Non-Profit Organizations, formerly OMB Circular A-122), 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments, formerly OMB Circular A-87) or 45 CFR, Subtitle A - Appendix E to Part 74, the provisions of the applicable CFR control (except where inconsistent with statute).

4. Reports and Deliverables. Quarterly Progress Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress Report shall address the Subgrantee's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Subgrantee's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress Reports will be provided to the Subgrantee, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

5. Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subgrantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subgrantee under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Subgrantee to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.
6. Audit. Subgrantees expending \$500,000 or more in federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"); the OMB Circular A-133 Compliance Supplement, *Government Auditing Standards*; and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subgrantees are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future federal funding.

The state auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Subgrantee will be responsible for repayment to the Department of such unallowable expenditures.

7. Closeout. Subgrantees are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in the Procedures for the Transportation Safety Grants Program that are provided with the issuance of the Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Article 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Subgrantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 23, Lobbying Certification.)
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Code of Federal Regulations:
- 2 CFR Part 220, Cost Principles for Educational Institutions;
 - 2 CFR Part 230, Cost Principles for Nonprofit Organizations; or
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments
- G. The Department will permit, based on its review, negotiation and approval, an Indirect Cost Rate that does not exceed 10 percent of the project cost; however, the Subgrantee must submit an Indirect Cost Allocation Plan, as prescribed by the federal government, or a copy of the approved negotiated rate plan from Subgrantee's cognizant federal agency. The federal agency providing the majority of Subgrantee's total federal funding is Subgrantee's cognizant agency. If the Department provides the majority of the Subgrantee's federal funding, it reviews and approves/accepts the Plan. Payment for indirect costs will not be made until the aforementioned documents have been received and approved/accepted by the Department.

Indirect cost references and information can be found in the following federal documents:

- 2 CFR Part 225, Appendix A, E, D;
 - 2 CFR Part 230;
 - 2 CFR Part 220; and
 - ASMB C-10 (Implementation Guide for Office of Management and 2 CFR Part 225)
- H. The Subgrantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Subgrantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subgrantee. A matching report must be submitted with each reimbursement voucher.
- I. The Subgrantee agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Subgrantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.
- All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Subgrantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subgrantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Subgrantee as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subgrantees shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 5, Reports and Deliverables, and the Procedures for the Transportation Safety Grants Program and materials.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude

the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subgrantee shall make such records available at its office for the time period specified in the Grant Agreement. The Subgrantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subgrantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subgrantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

The Subgrantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Subgrantee, its officers, agents or employees. The Subgrantee further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Subgrantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Subgrantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

The Grant Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Subgrantee that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subgrantee desires to subcontract part of the work specified in the Grant Agreement, the Subgrantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subgrantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Subgrantee shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

The Subgrantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subgrantee breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subgrantee will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Subgrantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 17. RESEARCH ON HUMAN SUBJECTS

The Subgrantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 18. ASSIGNMENT

The Grant Agreement shall not be assignable by the Subgrantee in whole or in part without the written consent of the Department.

Article 19. CIVIL RIGHTS COMPLIANCE

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
 8. 23 CFR, Subchapter C, Civil Rights;
 9. 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
 10. Executive Order 11246, as amended, Equal Employment Opportunity;
 11. Executive Order 11375, Gender Discrimination in the Federal Government; and
 12. 29 CFR Part 34, Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Job Training Partnership Act of 1982, as amended (JTPA)
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

Article 20. DRUG-FREE WORKPLACE

The Subgrantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

Article 21. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall

make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.

- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 22. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
 - 2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to the Grant Agreement.
- C. The Subgrantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Subgrantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 23. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subgrantee or agent acting for such Subgrantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Subgrantee shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 24. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. In the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subgrantee's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

Article 25. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Subgrantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director of Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subgrantee: Winchester Police Department
Attn: Capt. Doug Watson
231 E. Piccadilly St.
Winchester, VA 22601

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Purpose: Virginia's Highway Safety Program Subgrantees use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subgrantees must read the contract, complete all applicable information on the first page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subgrantee: Winchester City
 Project Title: Selective Enforcement - Alcohol
 Project Number/CFDA Number: 154AL-2013-53129-4844-20.607
 Grant Award Amount: \$25,000.00

Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration
 Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2012, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2013. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2013.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Subgrantee certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subgrantee's signature below indicates that the Subgrantee has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Subgrantee's proposal; and the letter awarding the grant to the Subgrantee constitutes the entire agreement between the Department and the Subgrantee, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies; (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subgrantee's proposal; and (8) grant award letter.

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subgrantee:

Douglas R. Watson, Captain
 Name and Title of Project Director (print)

[Signature] 8/29/12
 Signature Date

 Name and Title of Authorized Approving Official (print)

Subgrantee's DUNS Number _____

Does your locality/legal entity expend \$500,000 or more annually in total federal funds? (check one) Yes No

 Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
 Director, Virginia Highway Safety Office (print)

 Signature Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 09- AUG- 2012

154AL- 2013 - 53129 - 4844 - Winchester City		PM: STADER, DOUG		Project Director Initials		Date 8/30/12	
Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds	
Personnel	Approximately 672 overtime hrs. @ 32.00 an hour.	1	21,490.00	21,490.00	21,490.00	0.00	
Other Direct Costs	Match: fuel, vehicle maintenance and court time.	1	12,500.00	12,500.00	0.00	12,500.00	
Equipment	Raptor RP-1, Dual K-Band Antenna, Directional & Same Lane Mode Includes: Tuning Forks, Mounts & Cables, Wireless Remote, 2 Yr Warranty, Shipping/Handling and Hard Carrying Case	2	1,755.00	3,510.00	3,510.00	0.00	
Total:			37,500.00	37,500.00	25,000.00	12,500.00	

Subgrantee Name: Winchester City Project #: 154AL-2013-53129-4844

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the Subgrantee's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2012 through December 31, 2012

Estimated 162 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 10 number of saturation patrols

For January 1, 2013 through March 31, 2013

Estimated 130 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 10 number of saturation patrols

For April 1, 2013 through June 30, 2013

Estimated 220 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 15 number of saturation patrols

July 1, 2013 through September 30, 2013

Estimated 160 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 10 number of saturation patrols

Project Director 
Initial

8/30/12
Date

Subgrantee Name: Winchester City Project #: 154 AL-2013-53129-4844

Goals and Specific Program Elements, continued

- b. To conduct a minimum of 1 checkpoints and/or 10 saturation patrols for the Click It or Ticket Mobilization in May 2013.
 - c. To conduct a minimum of 1 checkpoints and/or 10 saturation patrols for the Checkpoint Strike Force Campaign.
 - d. To have — number of sworn officers attend — number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
 - e. Increase from number of radar units in active use from 33 to 35. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
 - f. Increase from number of breath testing units in active use from — to —. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
2. The subgrantee must contribute to the overall State Highway Safety Plan goals.

SPEED

- **GOAL: Decrease speed related fatalities by 5% by December 31, 2013, as compared to Calendar Year 2011.**
- Seventy-five percent (75%) of speed selective enforcement activities should be conducted between the hours of 12 p.m. to 7 p.m. The remaining twenty-five percent (25%) can be scheduled during other approved identified high-crash time periods.
- Enforcement is to be conducted using data-identified problem locations.
- Grant funded equipment must be ordered by December 31, 2012, and put in service by March 31, 2013.
- All subgrantees must submit a completed monitoring report (TSS 14-A) to their DMV Program Manager by specific assigned dates.
- Subgrantees must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director 
Initial

8/30/12
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 109-59, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - a. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 402 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - b. Level 2, for a paid advertising campaign **greater than \$100,000**:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 - Mail surveys;
 - Telephone surveys;
 - Focus groups;
 - Mall intercept interviews;
 - Direct mailings;
 - Call-in centers;
 - Newspaper polls;
 - Household interviews;
 - Before and after approach, which compares system status before and after the introduction of the message; and
 - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Subgrantee purchases the equipment. Such approval shall be obtained by the Department from the National Highway Transportation Safety Administration (NHTSA) regional manager in writing, and Subgrantee will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Subgrantee shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Subgrantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

agreed upon by the Department and the Subgrantee and approved by NHTSA and the Department. In the event of a conflict between this section and 2 CFR Part 220 (Cost Principles for Educational Institutions, formerly OMB Circular A-21), 2 CFR Part 230 (Cost Principles for Non-Profit Organizations, formerly OMB Circular A-122), 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments, formerly OMB Circular A-87) or 45 CFR, Subtitle A - Appendix E to Part 74, the provisions of the applicable CFR control (except where inconsistent with statute).

4. Reports and Deliverables. Quarterly Progress Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress Report shall address the Subgrantee's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Subgrantee's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress Reports will be provided to the Subgrantee, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

5. Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subgrantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subgrantee under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Subgrantee to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.
6. Audit. Subgrantees expending \$500,000 or more in federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"); the OMB Circular A-133 Compliance Supplement, *Government Auditing Standards*; and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subgrantees are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future federal funding.

The state auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Subgrantee will be responsible for repayment to the Department of such unallowable expenditures.

7. Closeout. Subgrantees are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in the Procedures for the Transportation Safety Grants Program that are provided with the issuance of the Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Article 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Subgrantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 23, Lobbying Certification.)
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Code of Federal Regulations:
- 2 CFR Part 220, Cost Principles for Educational Institutions;
 - 2 CFR Part 230, Cost Principles for Nonprofit Organizations; or
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments
- G. The Department will permit, based on its review, negotiation and approval, an Indirect Cost Rate that does not exceed 10 percent of the project cost; however, the Subgrantee must submit an Indirect Cost Allocation Plan, as prescribed by the federal government, or a copy of the approved negotiated rate plan from Subgrantee's cognizant federal agency. The federal agency providing the majority of Subgrantee's total federal funding is Subgrantee's cognizant agency. If the Department provides the majority of the Subgrantee's federal funding, it reviews and approves/accepts the Plan. Payment for indirect costs will not be made until the aforementioned documents have been received and approved/accepted by the Department.

Indirect cost references and information can be found in the following federal documents:

- 2 CFR Part 225, Appendix A, E, D;
 - 2 CFR Part 230;
 - 2 CFR Part 220; and
 - ASMB C-10 (Implementation Guide for Office of Management and 2 CFR Part 225)
- H. The Subgrantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Subgrantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subgrantee. A matching report must be submitted with each reimbursement voucher.
- I. The Subgrantee agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Subgrantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.
- All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Subgrantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subgrantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Subgrantee as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

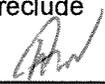
Article 7. REPORTING AND NOTIFICATIONS

Subgrantees shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 5, Reports and Deliverables, and the Procedures for the Transportation Safety Grants Program and materials.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude

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the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subgrantee shall make such records available at its office for the time period specified in the Grant Agreement. The Subgrantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subgrantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subgrantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

The Subgrantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Subgrantee, its officers, agents or employees. The Subgrantee further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Subgrantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Subgrantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

The Grant Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Subgrantee that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subgrantee desires to subcontract part of the work specified in the Grant Agreement, the Subgrantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subgrantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Subgrantee shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

The Subgrantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subgrantee breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subgrantee will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Subgrantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 17. RESEARCH ON HUMAN SUBJECTS

The Subgrantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 18. ASSIGNMENT

The Grant Agreement shall not be assignable by the Subgrantee in whole or in part without the written consent of the Department.

Article 19. CIVIL RIGHTS COMPLIANCE

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
 8. 23 CFR, Subchapter C, Civil Rights;
 9. 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
 10. Executive Order 11246, as amended, Equal Employment Opportunity;
 11. Executive Order 11375, Gender Discrimination in the Federal Government; and
 12. 29 CFR Part 34, Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Job Training Partnership Act of 1982, as amended (JTPA)
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

Article 20. DRUG-FREE WORKPLACE

The Subgrantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

Article 21. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall,

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make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.

- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 22. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
 - 2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to the Grant Agreement.
- C. The Subgrantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Subgrantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 23. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subgrantee or agent acting for such Subgrantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Subgrantee shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 24. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. In the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subgrantee's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

Article 25. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Subgrantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director of Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subgrantee: Winchester Police Dept.
Attn: Capt. Doug Watson
231 E. Piccadilly St.
Winchester, VA 22601

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL/COMMITTEE MEETING OF: 10/09/2012 CUT OFF DATE: _____

RESOLUTION ___ ORDINANCE X PUBLIC HEARING ___

ITEM TITLE: Real Estate Tax Exemptions by Classification and Designation

STAFF RECOMMENDATION: Approve

PUBLIC NOTICE AND HEARING:

ADVISORY BOARD RECOMMENDATION:

FUNDING DATA:

INSURANCE:

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The Director's initials for approval or disapproval address only the readiness of the issue for Council consideration. This does not address the Director's recommendation for approval or denial of the issue.

<u>DEPARTMENT</u>	<u>INITIALS FOR APPROVAL</u>	<u>INITIALS FOR DISAPPROVAL</u>	<u>DATE</u>
1. Finance	B		9/11/12
2. Treasurer	BMA		9/11/12
3. _____			
4. _____			
5. City Attorney	aw		9/11/2012
6. City Manager	DI		9-13-12
7. Clerk of Council			

Initiating Department Director's Signature: [Signature] Date: 9/11/12



APPROVED AS TO FORM:

[Signature] 9/11/2012
CITY ATTORNEY



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Email: commrevenue@ci.winchester.va.us

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Website: www.winchesterva.gov

To: Honorable Members of City Council, Departments listed on attached routing sheet
From: Ann Burkholder *NTB*
Re: Adoption of Ordinance Approving Code Changes for Real Estate Tax Exemption by
Classification and Designation
Date: September 11, 2012

This memorandum is in support of the attached draft ordinance to amend the Code of the City of Winchester pertaining to application, approval, revocation and review of property tax exemption by classification and designation. This proposal represents a collaborative effort of the City Manager, the Finance Director and the Commissioner of the Revenue, containing the following key changes:

- **Exemption by Designation:** There are no proposed changes to the criteria by which the Common Council will consider requests for exemption by designation. However, so as not to impact the current fiscal year budget, all such requests shall be due by November 1 of the current fiscal year. Following review, the City Manager will present a summarized recommendation to the Council for consideration at a public hearing prior to its public hearing on the budget. In this process, such optional exemptions will not adversely affect the current budget and can be considered in the development of the upcoming budget. If approved, any exemption(s) will take effect July 1 of the following year to coincide with the start of the new fiscal year.
- **Exemption by Classification:** In this proposal, the Commissioner of the Revenue will grant exemptions by classification strictly in accordance with Article X, Section 6(a) of the Constitution of Virginia. This provides a clear distinction for those entities who seek such self-effectuating tax exemptions and minimizes ambiguous interpretation of the various State Code sections enacted throughout the years.

For the current year, approximately 21% of City real estate is exempt from taxation. Benefits through other City relief and incentive programs total over \$681,000 in additional real estate tax reductions. As the budgets of both local governments and not-for-profit organizations face increasing challenges, it becomes correspondingly more important for a locality to maintain clear guidelines regarding the management of tax exemptions, and to fully weigh both community benefit and fellow taxpayer cost in considering exemptions by designation.

DIVISION 5. PROPERTY EXEMPT FROM TAXATION BY DESIGNATION AND CLASSIFICATION

SECTION 27-31. AUTHORIZED.

(a) Pursuant to subsection 6_(a)(6) of Article X of the Constitution of Virginia and to Section 58.1-3651 of the Code of Virginia, the City by ordinance may by designation or classification exempt from real or personal property taxes, or both, the real or personal property, or both, owned by a non-profit organization that uses such property for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes. The ordinance shall state the specific use on which the exemption is based, and the continuance of the exemption shall be contingent on the continued use of the property in accordance with the purpose for which the organization is classified or designated.

(b) No exemption shall be provided to any organization that has any rule, regulation, policy, or practice the unlawfully discriminates on the basis of religious conviction, race, color, sex, or national origin.

(c) The ~~City Assessor~~ Commissioner of the Revenue is delegated the authority to promulgate guidelines to assist staff in the administration of this Division. The guidelines and any amendments shall be approved by the City Manager and City Attorney and shall be submitted to Council for information. (Ord. No. 2008-36, 9-09-08)

SECTION 27-32. EXEMPTION BY DESIGNATION.

(a) APPLICATION.

Any organization seeking an exemption by designation pursuant to the provisions of this Division shall file an application with the ~~City Assessor~~ Commissioner of the Revenue on such forms as the ~~Assessor~~ Commissioner shall prescribe. The applicant must submit a completed application with all supporting documentation on or before November 1 of the year preceding the tax year for which the property tax exemption is sought. The application shall be reviewed by the ~~City Assessor~~, the Office of the Commissioner of Revenue, the Office of the Treasurer, the Office of the City Manager and the Office of the City Attorney. Each department shall review all applications and shall make a written comment where appropriate.

The City Manager or his designee shall thereafter present an ordinance proposal for any such tax exemption application or application, together with the estimated revenue impact and any other pertinent information, to the City Council for its consideration at a public hearing meeting -prior to its public hearing on consideration of -the annual budget-a summarized recommendation to Council.

(b) PUBLIC HEARING REQUIREMENT.

An ordinance exempting property by designation pursuant to Section 27-31 shall be adopted only after holding a public hearing on the application at which citizens shall have the opportunity to be heard. The City shall publish notice of a hearing once in a newspaper of general circulation in the City of Winchester. The notice shall include the assessed value of all real and tangible personal property for which an exemption is requested, as well as the property taxes assessed against such property. The public hearing shall not be held until at least five (5) days after the notice is published in the newspaper. Prior to processing the application, the City shall collect a deposit of

\$350.00 to cover a portion of the cost of publication of the notice from the requesting organization. Upon receipt by the City of the executed application and processing fee, the application cannot be withdrawn. Should the cost of the publication of notice exceed the deposit, the requesting organization shall pay the balance to the City. Should the cost of the notice be less than the deposit, the balance shall be remitted to the organization. The effective date of any ordinance adopted pursuant to this Section shall be governed by Section 27-37. (Ord. No. 2011-21, 10-11-11)

(c) CRITERIA FOR EXEMPTION BY DESIGNATION.

Before adopting any such ordinance exempting property by designation, the City Council shall consider the following questions:

1. Whether the organization is exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954.
2. Whether a current alcoholic beverage license for serving of alcoholic beverage has been issued by the Virginia Alcoholic Beverage Control Board to such organization for use on such property;
3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director, officer, or employee actually renders;
4. Whether any part of the net earnings of such organization inures to the benefit of any individual, and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services;
5. Whether the organization provides services for the common good of the public;
6. Whether a substantial part of the activities of the organization involves carrying on propaganda or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office;
7. The revenue impact to the locality and its taxpayers of exempting the property; and
8. Any other criteria, facts, and circumstances that the governing body deems pertinent in the adoption of such ordinance. (Ord. No. 2008-36, 9-09-08)

SECTION 27-33. EXEMPTION BY CLASSIFICATION.

(a) Any organization that claims exemption by classification pursuant to Article X, Section 6(a)(1) through (4), or (7), of the Virginia Constitution, or pursuant to Section 58.1-3606, or pursuant to Article 3 of chapter 36 of Title 58.1 of the Code of Virginia, or pursuant to any ordinance adopted in accordance with this section, shall submit a letter to the Assessor-Commissioner of the Revenue describing the basis of its claim. The Assessor and Commissioner of the Revenue or their his/her designees shall review the request and jointly to determine if the organization qualifies for a classification exemption.

Following a review and recommendation in accordance with Section 27-32(a), Council may by ordinance establish local classifications for common types of organizations that are not exempted directly by the self-executing provisions of Virginia Constitution Article X, Section 6(a)(1) through (4) or (7). A new classification shall only apply to property used by its owner for religious, charitable, patriotic, historical, benevolent, cultural or public park and playground purposes.

(b) Any ordinance exempting property by classification pursuant to Section 27-31 and subsection B of this Section shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The City shall publish notice of the hearing once in a newspaper of general circulation in the City of Winchester. The public hearing shall not be held until at least five days after the notice of publication in the newspaper. (Ord. No. 2008-36, 9-09-08)

SECTION 27-34. EXEMPTIONS STRICTLY CONSTRUED.

All exemptions of property from taxation created under this Division shall be strictly construed in accordance with Article X, Section 6(f) of the Constitution of Virginia. (Ord. No. 2008-36, 9-09-08)

SECTION 27-35. VALIDITY OF PREVIOUSLY GRANTED EXEMPTIONS.

Nothing in Section 58.1-3651 of the Code of Virginia, or in this Division, or in any ordinance adopted pursuant to this Division, shall affect the validity of either a classification exemption or a designation exemption granted by the General Assembly, prior to January 1, 2003, pursuant to Article 2 (Section 58.1-3606 et seq.), Article 3 (Section 58.1-3609, et seq.), or Article 4 (Section 58.1-3650, et seq.) of Chapter 36 of Title 58.1 of the Code of Virginia. Previously granted discretionary exemptions (Section 58.1-3650, et seq.) may be revoked in accordance with the provisions of the Code of Virginia including but not limited to Section 58.1-3605. (Ord. No. 2008-36, 9-09-08)

If any property that was exempt from property taxation is sold or transferred to another person or entity that is not exempt from property taxes, or if such property is used by its owner for some purpose that is not consistent with the terms of the previous exemption, then that property shall lose its tax exemption as of the date of change. If another tax exemption applies to the new owner or the new use of the property, that owner shall be responsible for submitting an application for tax exemption. In any dispute concerning the revocation of any property tax exemption, the owner of the property shall have the burden of showing that any such property is exempt from property taxation.

SECTION 27-36. TRIENNIAL REVIEW OF EXEMPTIONS.

(a) Every organization except the Commonwealth, any political subdivision of the Commonwealth or the United States which owns real and personal property in the City of Winchester previously exempt pursuant to Chapter 36 of Title 58.1 of the Code of Virginia; and every organization exempt pursuant to Section 27-31; shall be required to file triennially an application with the City Assessor~~Commissioner of the Revenue~~ on such forms as the ~~Assessor~~Commissioner shall prescribe as a requirement of retention of exempt status of the property.

~~(b) Every organization exempt pursuant to Section 27-31 shall be required to file triennially following approval of its exemption, an application with the City Assessor as a requirement of retention of exempt status of the property.~~

(eb) The ~~City Assessor~~Commissioner of the Revenue shall give each organization sixty (60) days notice of the due date of the application. If the organization certifies that the ownership and the use of the property are the same as when the exemption was initially granted, and the financial status of the organization is substantially the same, ~~the City Assessor and the Commissioner of Revenue~~ may accept that certification as the application; however, ~~the City Assessor and the Commissioner of Revenue~~ may require a more complete application including one identical to the application required in Section 37-51. The application shall be filed within the next sixty (60) days preceding the tax year for which such exemption retention thereof is sought.

Form

(c) Failure to timely file the required triennial application shall result in termination of the exemption.

(d) The Commissioner of Revenue and the City Assessor or their his/her designees shall review the applications, and provided the ownership and use of the property remains the same as when the exemption was initially approved, the exempt status shall continue. (Ord. No. 2008-36, 9-09-08)

SECTION 27-37. EFFECTIVE DATES.

(a) The effective date of the exemption by designation for all proratable property such as real estate and vehicles shall be the first day of the month following the later of the payment to the City of the full cost of the publication of notice and the adoption by City Council of the ordinance of exemption on second reading. The effective date of the exemption by designation for not-proratable property, such as certain tangible personal property shall be January 1st following the later of the payment to the City of the full cost of the publication of notice or the adoption by City Council of the ordinance of exemption on second reading.

(b) The effective date of the exemption by classification for all proratable property such as real estate and vehicles shall be the first day of the month following the adoption by City Council of the ordinance of exemption on second reading. The effective date of the exemption by classification for non-proratable property, such as tangible personal property, shall be January 1st following the adoption by City Council of the ordinance of exemption on second reading.

(c) For any organization that filed an application for an exemption by designation prior to the adoption of Division 5, Council may provide that the ordinance establishing the exemption by designation takes effective on or after January 1, 2008.

The effective date of an exemption by classification determined pursuant to Section 27-33(a) shall be jointly determined by the City Assessor and the Commissioner of Revenue.
(Ord. No. 2008-36, 9-09-08)

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: 9/25/12 (work session) CUT OFF DATE: 9/17/12
10/9/12 (1st Reading) 11/13/12 (2nd reading)

RESOLUTION ___ ORDINANCE X PUBLIC HEARING X

ITEM TITLE:

AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 25, ARTICLE II, DIVISION 2 OF THE WINCHESTER CITY CODE PERTAINING TO THE OLD TOWN DEVELOPMENT BOARD

STAFF RECOMMENDATION:

Approval

PUBLIC NOTICE AND HEARING:

Public hearing for 11/13/12 Council mtg

ADVISORY BOARD RECOMMENDATION:

OTDB reviewed and recommended approval of amendments to §25-17 pertaining to composition, appointment and term of members; reference in §25-17 to the Downtown Manager as staff liaison and all other amendments proposed within were not subject to OTDB review

FUNDING DATA: N/A

INSURANCE: N/A

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda.

Table with 4 columns: DEPARTMENT, INITIALS FOR APPROVAL, INITIALS FOR DISAPPROVAL, DATE. Rows include City Attorney, City Manager, and Clerk of Council.

Initiating Department Director's Signature: [Signature] 9/17/12 (OTDB)



APPROVED AS TO FORM:

[Signature] 9/17/2012 CITY ATTORNEY

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AGENDA ITEM MEMORANDUM

Date: Council Work Session – September 25, 2012

Subject: AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 25, ARTICLE II, DIVISION 2 OF THE WINCHESTER CITY CODE PERTAINING TO THE OLD TOWN DEVELOPMENT BOARD

Background: The proposed Ordinance contains revisions stemming from two separate efforts. The first is contained within §25-17, pertaining to the composition, term, and appointment of OTDB members. The proposed revision would remove the City Manager as an appointee to the OTDB and would add an additional, at-large resident appointment in its place. The revision would also change the Shenandoah University representative to a recommendation from, rather than a direct appointment by, the SU President.

The second effort represents a more comprehensive revision within the Code to clarify: that the OTDB serves in an advisory capacity to Council (rather than a regulatory or administrative one); that funds allocated and budgeted toward improvements, etc. in Old Town are subject to proper accounting and procurement procedures; and that staff reports to the City Manager.

Current Situation:

The City Manager currently serves as a voting member of the OTDB. The SU representative is currently appointed directly by the SU President without requirement for review by Council.

Recent discussions with leadership of the OTDB led staff (inc. the City Manager, City Attorney, and Interim Downtown Manager) to closely examine language within the City Code. There exists certain language which could subjectively be interpreted to give the OTDB powers which are neither enabled nor intended, including exclusive control over funds budgeted toward Old Town.

Recommendation:

Staff is presenting the Ordinance for Council's consideration and recommends approval. The OTDB reviewed and recommended approval of amendments to §25-17 pertaining to composition, appointment and term of members; all other amendments proposed within were initiated by staff and were not subject to OTDB review.

Fiscal and Policy Implications:

The proposed Ordinance will clarify the advisory role of the OTDB and clarify that funds budgeted toward improvement, maintenance, development, planning, and promotion of downtown Winchester are subject to proper accounting and procurement procedures.

**AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 25, ARTICLE II, DIVISION 2
OF THE WINCHESTER CITY CODE PERTAINING TO THE OLD TOWN
DEVELOPMENT BOARD**

WHEREAS, the Old Town Development Board serves in an advisory capacity to the Common Council, specifically regarding the improvement, maintenance, development, planning, and promotion of downtown Winchester; and

WHEREAS, the Old Town Development Board has recommended revisions to §25-17 of the Winchester City Code pertaining to the composition, appointment, and term of its members in order to facilitate more efficient and effective operations in furtherance of their stated purpose; and

WHEREAS, the Common Council further wishes to clarify certain language within Chapter 25, Article II, Division 2 of the Winchester City Code to ensure consistency with proper government accounting practices and the Council-Manager form of government; and,

WHEREAS, it is the belief of the Common Council that the Old Town Development Board will be better able to serve and advise Council upon such revisions.

NOW therefore be it ORDAINED, that Chapter 25, Article II, Division 2 of the Winchester City Code is hereby amended and re-adopted as follows:

DIVISION 2. OLD TOWN DEVELOPMENT BOARD

SECTION 25-16. CREATION.

There is hereby created the Old Town Development Board, which shall serve as an advisory board to the Common Council and the City's Administration. (Ord. No. 050-95, 10-17-95).

SECTION 25-17. COMPOSITION; APPOINTMENT; TERM.

The Old Town Development Board shall consist of eleven (11) members as follows: Four (4) members who own property or operate a business within the area subject to local assessment of local improvement under this chapter (3 year term). **Five (5)** ~~Four (4)~~ members shall be at-large (3 year term) and shall be residents of the City. One (1) member ~~who shall be a representative of the Committee of the Old Town Development Board who has served on the committee for a minimum of six (6) months and~~ who shall own property or operate a business within the area subject to local assessment of local improvement under this chapter and/or represent a business within the City (3 year term). **One (1) member recommended by the President of Shenandoah University** ~~There shall be the following members on the Old Town Development Board by reason of their status, who shall serve in such~~ **capacity** ~~capacities~~ during the term of ~~their~~ holding such office, without re-appointment.

1. ~~One member appointed by the President of Shenandoah University~~
2. ~~City Manager~~

Additionally, the President of Common Council shall annually appoint a Council Member to serve as a liaison to the Old Town Development Board. The liaison shall not be considered a voting member of the Old Town Development Board, but shall be included in any open or closed meeting of the Board and shall be permitted to participate in any discussion in order to foster an ongoing harmonious relationship between the Old Town Development Board and Common Council.

The Downtown Manager, who shall fully report to the City Manager, shall serve as the primary staff liaison to the Old Town Development Board.

(Ord. No. 017-81, §2; Ord. No. 032-81, 12-8-81; Ord. No. 030-83, 9-13-83; Ord. No. 050-95, 10-17-95; Ord. No. 011-98, 5-12-98; Ord. No. 004-2000, 3/14/00; Ord. No. 009-2004, 3-30-04; Ord. No. 2009-17, 7-14-09; Ord. No. 2010-43, 9-14-10; Ord. No. 2011-22, 7-12-11)

Cross references--Administration, Ch. 2; Planning, Ch. 19.

SECTION 25-18. VACANCIES.

All members of the Old Town Development Board shall be appointed by the common council. Vacancies on the Old Town Development Board occurring otherwise than through the expiration of a term shall be filled for the unexpired term by appointment by the common council. (Ord. No. 017-81, §3, 8-11-81; Ord. No. 2011-21, 10-11-11)

SECTION 25-19. COMPENSATION.

All members of the Old Town Development Board shall serve without compensation. (Ord. No. 017-81, §4, 8-11-81)

SECTION 25-20. ORGANIZATION; OFFICERS; QUORUM.

The members of the Old Town Development Board shall, immediately after their appointment and qualification, meet and organize. The board shall elect a chairman, vice-chairman, and such other officers as it may deem necessary. A majority of the members of the board shall constitute a quorum. (Ord. No. 017-81, §5, 8-11-81; Ord. No. 2011-21, 10-11-11)

SECTION 25-21. PURPOSES; POWERS AND DUTIES.

The Old Town Development Board shall **provide advice** ~~be responsible~~ to the common council **regarding** ~~for~~ the improvement, maintenance, development, planning, and promotion of downtown Winchester, and shall **provide advice to the common council regarding the allocation** ~~control and manage such of~~ funds as allocated to it, ~~by the common council or any other source,~~ for the foregoing purpose. The board may employ, on such terms and conditions as it shall determine, ~~such persons as may be necessary to accomplish the purposes for which the board is created.~~ (Ord. No. 017-81, §6, 8-11-81; Ord. No. 2011-21, 10-11-11)

SECTION 25-22. REPORTS AND BUDGETS.

At least once each year at such time as may be requested by the common council, the board shall make a full report to council showing the activities of the board for the preceding year, and the state of the downtown area, and the plans of the board for the future. Each year, the Downtown Manager board shall also submit to the City Manager council a properly audited financial report showing receipts from all sources and all disbursements, and shall also submit a proposed budget for the coming year. (Ord. No. 017-81, §7, 8-11-81)

SECTIONS 25-23. REMOVAL OF BOARD MEMBERS.

Council may with or without cause remove and/or replace any member of the Old Town Development Board by majority vote in an open session. The Old Town Development Board may also seek removal of a member for good cause shown by the adoption, through majority vote, of a Resolution recommending removal of the member. Such Resolution shall include a summary of the cause for the recommendation of removal. Upon receipt of the Resolution recommending removal, the City Clerk shall place the recommendation upon the Agenda of Council for the next regularly scheduled meeting for Council's consideration. Upon review of the recommendation of removal, Council may thereafter, by motion and majority vote, remove said member from the Old Town Development Board. Removal shall be at the sole discretion of Common Council. (Ord. No. 2010-43, 9-14-10)

R-2012-73

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: 9/25/12 (work session)
10/9/12 (reg mtg)

CUT OFF DATE: 9/17/12

RESOLUTION X ORDINANCE PUBLIC HEARING

ITEM TITLE:

Resolution to adopt the Downtown Strategic Plan

STAFF RECOMMENDATION:

Approval

PUBLIC NOTICE AND HEARING:

N/A

ADVISORY BOARD RECOMMENDATION:

OTDB recommended approval

FUNDING DATA: As indicated in plan

INSURANCE: N/A

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda.

Table with 4 columns: DEPARTMENT, INITIALS FOR APPROVAL, INITIALS FOR DISAPPROVAL, DATE. Lists departments 1-12 with handwritten initials and dates.

Initiating Department Director's Signature: (OTDB)

Handwritten signature of the initiating department director.

9/12/12



APPROVED AS TO FORM:

Handwritten signature and date 9/17/2012, CITY ATTORNEY

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AGENDA ITEM MEMORANDUM

Date: Council Work Session – September 25, 2012

Subject: Resolution to Adopt the Downtown Strategic Plan

Background: At its January 17, 2012 regular work session, Winchester City Council met with members of the Economic Development Authority, Old Town Development Board, Parking Authority, and Planning Commission to focus on reaching one of Council's goals, "Make downtown the 'IT SPOT' in Virginia" – increase residency and decrease vacancy." In a round-table format, each participant visited one of the "Vision" areas noted below and provided their thoughts on Desired Outcomes (5 years), projects for next steps (12-24 months), and success measures. Staff met several times to synthesize these ideas into a workable plan for action.

Current Situation:

Staff presented an initial plan to Council at its June 19, 2012 Work Session; however, subsequent adoption of the plan was neither requested nor acted upon at that time. Staff reconvened in August and September to further refine the plan.

Recommendation:

Staff is presenting the Downtown Strategic Plan for Council's consideration and recommends adoption.

Fiscal and Policy Implications:

Some tasks require funding as identified within the Plan.

RESOLUTION TO ADOPT THE DOWNTOWN STRATEGIC PLAN

WHEREAS, the Common Council has adopted the following goal: “Downtown focus; vibrant, sustainable downtown including focus on major investments, safety and an increase in occupancy of ground floor spaces”; and

WHEREAS, Council has further stated a desire to “Make Downtown the ‘IT SPOT’ in Virginia - increase residency and decrease vacancy”; and

WHEREAS, on January 17, 2012, Council held a work session with members of the Economic Development Authority, the Old Town Development Board, the Winchester Parking Authority, and the Planning Commission to focus on Downtown and to develop ideas toward achieving these goals; and

WHEREAS, staff subsequently met to synthesize these ideas into a plan of action; and

WHEREAS, draft versions of the Downtown Strategic Plan have were presented to Council at its June 19, 2012 and September 25, 2012 work sessions.

NOW therefore be it RESOLVED, that the Common Council hereby adopts the Downtown Strategic Plan and directs staff to begin implementation of the tasks contained therein.

DOWNTOWN STRATEGIC PLAN

Council Goal: “Make downtown the ‘IT SPOT’ in Virginia” – increase residency and decrease vacancy.”

Background:

At its January 17, 2012 regular work session, Winchester City Council met with members of the Economic Development Authority, Old Town Development Board, Parking Authority, and Planning Commission to focus on reaching one of Council’s goals, “Make downtown the ‘IT SPOT’ in Virginia” – increase residency and decrease vacancy.” In a round-table format, each participant visited one of the “Vision” areas noted below and provided their thoughts on Desired Outcomes (5 years), projects for next steps (12-24 months), and Success Measures. Staff met several times to synthesize these ideas into a workable plan for action. Staff presented an initial plan to Council at its June 19, 2012 Work Session; however, subsequent adoption of the plan was neither requested nor acted upon at that time. Staff reconvened in August and September to further refine the plan as follows:

Process: Working Document

Vision Areas:

1. Appearance, Feel and Safety with Infrastructure and the Built Environment
2. Branding, Marketing and Attractions
3. Events, Activities, Arts and Entertainment
4. Diversity of Uses (Housing, Office, Retail, Entertainment)

Action Plan:

1. Identify Goals and Objectives for each Vision Area
 - Short-Term Goals and Objectives (12-18 months)
 2. State Outcomes
 - What is desired in 5 years?
 3. Specify Tasks and Milestones
 - What ideas are do-able in a 12-18 month timeframe?
 - What are the steps in accomplishing the outcomes?
 - What are the deadlines?
 - What is currently underway?
 4. Establish a Budget
 - What are the costs and appropriate budget?
5. Assign Roles and Responsibilities
 - Who will be responsible for each task/milestone?
 6. Develop Success Measures
 - How will we measure our success?
 7. Identify Stakeholders
 - Who needs to be part of the process?
 - Who needs to be kept informed?
 8. Ensure Communication and Reporting
 - How will we inform the media?
 - How will we communicate with Council and all stakeholders?

VISION AREA #1: Appearance, Feel and Safety with Infrastructure and the Built Environment

Goal: Advance Old Town as attractive, safe environment for living, working and recreating.

Objectives:

- a. Increase Old Town attractiveness.
- b. Enhance Old Town safety.
- c. Preserve downtown’s historic environment.
- d. Enhance pedestrian connections and amenities.

Tasks: steps to take over next 12-18 months

Task:	Related Obj(s)	Responsibility (*lead staff)	Budget	Status	Comments
1-1 Complete the Indian Alley Project – 2012 <ul style="list-style-type: none"> o improved lighting, add sidewalks/landscape 	a,b,d	*Public Services Dir	\$1 million	Started August 2012 – Complete September 2012	
1-2 Complete the Pedestrian Mall Project – 2013 <ul style="list-style-type: none"> o Infrastructure improvements, including pedestrian level lighting, landscaping o Amenities: public restroom, new water features, gateway features 	a,c,d	*Public Services Dir Downtown Mgr	\$6.6 million	Start January 2013 – Complete May 2013.	
1-3 Renovate the Old Taylor Hotel building and pavilion	a,c,d	*EDA Director	Ph 1: \$1.6m Ph 2: \$2m	Start October 2012 – Complete September 2013	
1-4 Expand/new green space areas <ul style="list-style-type: none"> o Wash. Square Park current JJC Parking Lot o Old Taylor Hotel pavilion 	a	City Manager *EDA Director Private Sector Partners	—	<ul style="list-style-type: none"> o WSP: Discussions underway with private o Taylor: Feb 2012-Sep 2013 	
1-5 Complete the Green Circle Trail <ul style="list-style-type: none"> o Town Run Linear: Pall Mall St to Cecil/Kent St o Old Town: Cecil/Kent to Amherst 	a,d	*Planning Dir Parks & Rec Dir Public Services Dir GC Advisory Comm.	<ul style="list-style-type: none"> o Town Run: \$1m o OT: \$20k 	<ul style="list-style-type: none"> o Town Run: Start July 2013 – Complete Sep 2013 o Old Town: Sep 2013 	

Task:	Related Obj(s)	Responsibility (*lead staff)	Budget	Status	Comments
Complete \$1 million repairs to parking garages		Parking Authority	\$1 million	<ul style="list-style-type: none"> ○ Projections presented to Council Feb 24, 2012. ○ Blue Ridge Design has completed the condition assessments/priorities in 5 years. 	<ul style="list-style-type: none"> ○ Projections indicate starting renovations in FY15 with potential city support of \$290,000 per year over a three year period through the Business Development Grant expiring FY15.
1-6 Improved public transportation system <ul style="list-style-type: none"> ○ Increased frequency quicker service ○ Downtown trolley route ○ Ability to utilize for private events, i.e. charter service (trolley) 	--	*Public Services Dir Transit Mgr	TBD	<ul style="list-style-type: none"> ○ Frequency: Long Range Transit Development Plan, presented to Council 2011 ○ Downtown Trolley Route: proposed as new item for FY13 but not accepted ○ Private Events: requires city to own/operate 	<ul style="list-style-type: none"> ○ 6 new FTE's, 3 new buses (essentially double budget) ○ \$25,000—operating Apr-Oct, Tues-Sun ○ City to buy out Federal share of the depreciated value; driver salaries
1-7 Reduce substandard properties downtown and immediately surrounding area (commercial and residential) <ul style="list-style-type: none"> ○ Identify properties ○ Prepare abatement plan 	a,c	*Zoning & Insp Dir Code Enforcement EDA Director Downtown Mgr Planning Dir	--	Ongoing	
1-8 Public Safety <ul style="list-style-type: none"> ○ Add security cameras ○ Walking/biking patrols at night and weekends ○ Report activities quarterly to City Manager ○ Staff reports to OTDB 	b	*Police Chief Downtown Mgr	--	<ul style="list-style-type: none"> ○ Cameras: conduit added as part of Mall construct. Cameras added as budget allows ○ Night patrols: ongoing priority ○ Activity reports: ongoing 	

Desired Outcomes (5 Years)

- Completely reconstructed Old Town Mall & Indian Alley
- Renovated Taylor Hotel, Amphitheater and Farmers Market
- Theatre/Movies and Live Performance venues serving small and large groups
- A feeling of safety all hours of the day and night
- Trolley service operating on tourism routes (MSV, Patsy Cline House, City museums)
- Additional green space/pocket parks
- Continuous Green Circle Trail through Downtown
- Reduced substandard properties
- Defined bicycles routes/accommodations

Success Measures

- Measure perception of safety
- Increased pedestrian traffic
- Increased tax revenue
- Crime numbers remain low (or reduced)
- Visitor Satisfaction Surveys

VISION AREA #2: Branding, Marketing and Attractions

Goal: Define downtown brand within marketplace of competing communities.

Objectives:

- a. Promote mixed use – live, work and play.
- b. Be competitive as a ‘Cool’ city.
- c. Attract traveling public, neighborhood residents and entire community to patronize downtown
- d. Be the landmark identity for entire community – connect with city logo/brand

Tasks: steps to take over next 12-18 months

Task:	Related Obj(s)	Responsibility (*lead staff)	Budget	Status	Comments
2-1 Define brand - develop RFP to engage consultant.	a,b,c,d	*Downtown Mgr	—	Develop RFP March 2013	
2-2 Develop a downtown market strategy to: <ul style="list-style-type: none"> o Actively recruit businesses to locate downtown, ie, retail/restaurant first floor occupancy o Increase population with disposable income o Encourage development of space(s) to be consistent with downtown vision to increase fully utilized upper-story housing and offices 	a,b,c	*Downtown Mgr EDA Director Marketing Coord	—	Develop RFP April 2013	
2-3 Open ‘Star’ building for offices (EDA Dir, Downtown Mgr), public restrooms and Old Town Welcome Center	c	*EDA Director Downtown Mgr	—	Complete July 2013	
2-4 Contact VDOT/Virginia Logos to arrange for I-81 historic district signage	c	*Tourism Dir	TBD	October 2012	Sign maintenance will be an annual budget item
2-5 Enhance city cable TV channel & website – simulcast events, provide virtual tours, enhance promotion, etc.	a,b,c,d	*Public Info Ofc Marketing Coord	—	TBD	

Task:	Related Obj(s)	Responsibility (*lead staff)	Budget	Status	Comments
2-6 Jointly promote attractions and events	a,c	*Downtown Mgr Tourism Dir Private Sector Partners	—	Ongoing	

Desired outcomes (5 years)

- A cohesive brand with national appeal
- Downtown Welcome Center
- Implementation of a variety of marketing plans/strategy – tourists, entrepreneurs, residents
- Market with strategic partners (tourism)
- A diverse population (spending power)
- Increased retail/restaurant for first floor occupancy
- Retirees living downtown
- ‘Friends Campaign’- locals tell about their enjoyable experience downtown
- Taxis available downtown
- Increased ‘College Town’ feel
- ‘Buy Local’ programs established
- Improved I-81 signage

Success Measures

- Increased number of downtown residents
- Increased number of events
- Increased number/rate of occupancy of retail/restaurant
- Increased number of out of town visitors
- Increased tax base
- Increased hotel occupancy rates (downtown plus surrounding city/county)
- Improvement on Citizen Satisfaction Survey

VISION AREA #3: Events, Activities, Arts, and Entertainment

Goal: Old Town Winchester to be the center of events, activities, arts and entertainment.

Objectives:

- a. Develop special event venues.
- b. Host a full schedule of diverse events and activities.

Tasks: steps to take over next 12-18 months

Task:	Related Obj(s)	Responsibility (*lead staff)	Budget	Status	Comments
3-1 Implement Events Coordinator Contract to provide unified and consistent events	a,b	*City Manager EDA Director Downtown Mgr Parks & Rec Dir	Per contract	Scope of Work presented at 8/28/12 work session; contract pending Council approval	
3-2 Permit and host new events at new large outdoor venues	a,b	*Downtown Mgr Private Sector Partners	---	TBD	
3-3 Encourage other organizations to host quality events (i.e. SU, SAC, Bluemont, Magic Lantern)	b	*Downtown Mgr	---	Ongoing	
3-4 Develop policies/guidelines for Public Art & street performances	a,b	*Downtown Mgr Zoning & Insp Dir Police Chief Shen. Arts Council	---	New Initiative/planning stage	
Establish Arts District and accompanying incentives to stimulate arts and cultural activities	b	EDA Director Downtown Mgr	---	TBD	Beyond 12-18 mo timeframe Establish outside-special assessment districts

Desired Outcomes (5 years)

- Taylor Pavilion operating as an events venue
- An Indoor/Outdoor year-round venue for large events
- Coordinated 12-month events calendar implemented

Desired Outcomes (continued)

- Designated venue(s) for events with alcohol
- Streamlined permit approval process
- Fun, safe and accessible events for all age groups (e.g. Movies on the Mall, Bluemont)
- More festivals (separate from SABF)
- Regular events with SU
- Centralized street performers
- Public Art Policy

Success Measures

- Opened new venues: Taylor Pavilion
- Increased number of events
- Increased number of attendees
- Increase downtown business revenue
- Increase foot traffic on mall (number of people)

VISION AREA #4: Diversity of Uses (Housing, Office, Retail, Entertainment)

Goal: Promote a diversity of sustainable land uses and activity of high quality that supports the vision of downtown.

Objectives:

- a. Create opportunities for development projects.
- b. Promote adaptive reuse of existing buildings to attract preferred uses.
- c. Increase downtown livability to target residential market of empty nesters, young professionals, and college students.
- d. Extend the economic day to 24/7 downtown

Tasks: steps to take over next 12-18 months

Task:	Related Obj(s)	Responsibility (*lead staff)	Budget	Status	Comments
4-1 Market and promote EDA Façade Loan Improvement Program	a,b	*EDA Director Downtown Mgr	—	Ongoing	
4-2 Market and promote EDA Revolving Loan Program	a,b	*EDA Director Downtown Mgr	—	Ongoing	
4-3 Support development of Enterprise Zone designation and associated incentives	a,b,c,d	*EDA Director Downtown Mgr Zoning & Insp Dir Planning Director	—	Council approved 9/11/12; submission to state 10/1/12	
4-4 Stimulate housing development for desired population in appropriate areas	a,b,c	*EDA Director Planning Director	—	Ongoing	
4-5 Acquire sites for public/private development	a,b,c	*EDA Director	TBD	Ongoing	
4-6 Revisit regulation of nightclubs to improve compatibility with residential living	c,d	*Zoning & Insp Dir Planning Director Downtown Mgr EDA Director	—	TBD	

Desired Outcomes (5-years)

- Maximized uses of properties
- Increased upper-story housing units and offices
- Right mix of uses
- Reduced vacancy
- Revised nightclub (live music) regulations

Success Measures

- Reduced vacancy rates by use type
- More young professionals and empty-nesters living downtown
- More people downtown 24/7
- Increased sales tax and meals tax
- Measure property tax receipts
- Track demographic changes by census block groups
- Increased number of diverse uses
- Reduced number of social services delivered downtown
- Fewer loud music complaints from residents

END

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: 9/25/12 (work session), **CUT OFF DATE:** 9/19/12
 10/9/12 (regular mtg)

RESOLUTION ___ ORDINANCE ___ PUBLIC HEARING X

ITEM TITLE:

CU-12-404 Request of Greenway Engineering for a Conditional Use Permit for multifamily dwelling at 443 Millwood Avenue (Map Number 233--08--40A) zoned Highway Commercial (B-2) District.

STAFF RECOMMENDATION:

Approval with conditions

PUBLIC NOTICE AND HEARING:

Public hearing for 10/9/12 Council mtg

ADVISORY BOARD RECOMMENDATION:

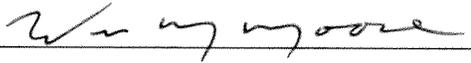
Planning Commission recommended approval with conditions

FUNDING DATA: N/A

INSURANCE: N/A

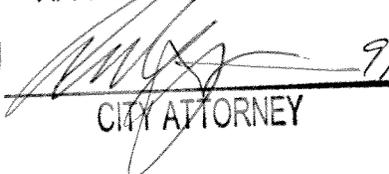
The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda.

<u>DEPARTMENT</u>	<u>INITIALS FOR APPROVAL</u>	<u>INITIALS FOR DISAPPROVAL</u>	<u>DATE</u>
1. Zoning & Inspections	AMG		9/19/12
2. City Attorney			9/19/2012
3. City Manager			9-20-12
4. Clerk of Council			

Initiating Department Director's Signature:  9/19/12
 (Planning Dept)



APPROVED AS TO FORM:

 9/19/2012
 CITY ATTORNEY

Council Work Session
September 25, 2012

CU-12-404 Request of Greenway Engineering for a Conditional Use Permit for multifamily dwelling at 443 Millwood Avenue (*Map Number 233--08--40A*) zoned Highway Commercial (B-2) District.

REQUEST DESCRIPTION

The request by Greenway Engineering is for CUP approval of multifamily use on the upper level of the existing building housing Goodwill on the ground floor. The applicant proposes 5 dwelling units in newly added space on the second floor of the building that is currently utilized as structured parking.

AREA DESCRIPTION

The site as well as property across Spring Street to the south and most of the land across Millwood Avenue directly east of the subject structure is zoned Highway Commercial (B-2) District. Uses in the surrounding B-2 district include automotive commercial. Land to the west and north of the site as well as land across Millwood Avenue further north of the subject structure is zoned Medium Density Residential (MR). These areas contain single-family residences.



STAFF COMMENTS

The request is consistent with the New Urbanism recommendations of the Comprehensive Plan to encourage higher density mixed use development. While the site itself was not called out as a redevelopment site, land directly to the east and south were called out, and the close proximity to Shenandoah University makes it attractive as an option for off-campus student housing. The existing building lends itself to adaptive reuse on the second floor where some office space along the Millwood Ave frontage will remain.

Floor Plans & Floor Area Calculations

The CUP applies only to the multifamily use proposed on the upper level of the building. The CUP provisions in Section 8-2-20 of the Zoning Ordinance allow a maximum of 8 units per building. The applicant is proposing a total of 5 one-bedroom units.

The applicant's letter dated August 3, 2012 outlines the proposal and addresses how the project is in compliance with the various CUP provisions for this type of use. In his letter, Mr. Wyatt notes that all of the units comply with the 700s.f. minimum requirement for 1-bedroom units. The floor plans annotate the floor area of each proposed unit, ranging from 775 s.f. up to 883 s.f. in size. A small roofed HVAC and bicycle storage area is included on the upper level. This space is enclosed on three sides, including the exterior side facing toward the Greystone Terrace residential area.

The BZA granted variances to allow the second floor addition to encroach into the 35-foot front yard along Spring Street to the same extent that the existing building encroaches. The variance also allows an existing overhang to be utilized as unenclosed terrace space for three of the five apartments.

Density

The 1.052-acre site would be large enough to support 13 dwelling units, of which a maximum of 8 could be proposed in the subject structure. The Density provision for multifamily in the B-2 zoning district allows up to 1 unit for every 3,500 square feet of Total Project Area. Total Project Area, by definition in Section 1-2-91.1 of the Zoning Ordinance excludes 100-year floodplain acreage and counts 50% of the portions of the site with slope in excess of 20%. No exclusions for floodplain or steep slope apply.

The floor plans clearly show all five apartment entrances connecting to a common hallway that accesses out to a small portion of the upper level that will still be unenclosed. An existing vehicle ramp serving the existing rooftop parking will provide access to the new apartments. Consistent with the Zoning provisions, none of the entrances are oriented to the front (Spring St elevation) of the site.

Green Area

A site plan exhibit dated August 3, 2012 depicts site improvements that will be undertaken in conjunction with the residential conversion of the upper level of the structure. The Site Plan depicts some reduction of paved area on the site, including the removal of asphalt in a small area immediately abutting the Greystone Terrace neighborhood, an end island area in the Millwood Ave parking lot, and some concreted areas where planters will be installed along the south (Spring St) elevation of the building. The removal of excess impervious area on the site is desirable given the introduction of residential use.

A blended Green Area requirement that takes into account the 23,275 square feet of existing nonresidential use and 4,304 square feet of new residential space on the upper level would render a Green Space requirement that amounts to 18% of the total land area. The 18% green area required is a blend of the 15% minimum required with the previously approved nonresidential uses, and the 35% minimum requirement associated with B-2 residential use. The majority of the building area (84%) on the site would remain in nonresidential use.

The plans note existing green area on the site totaling 11.2%. With the removal of some paved area, the proposed green area would amount to 12.7% of the site, which is partially compliant with the blended 18% minimum associated with B-2 mixed use. The applicant notes that the new addition amounts to less than a 25% expansion and that the Zoning Ordinance allows the Planning Director and Planning Commission to waive the green space requirement.

Impacts

The proposed five apartments on the upper level of the structure represent a good reuse of what is underutilized second floor space. The proposal should not adversely impact the health, safety or welfare of anyone residing or working in the area and not be detrimental to public welfare or injurious to property or improvements in the area.

While the introduction of the second floor multifamily use will eliminate some existing parking spaces, there are still 40 parking spaces available on the site. Based upon the mix of uses (retail, office, storage, and residential) the base parking requirement would amount to 46 spaces. However, the property benefits from parking reductions amounting to 8 spaces because of the proximity to a public transit stop and the inclusion of bicycle racks. The resulting requirement is 38 parking spaces.

Regarding visual impacts, the applicant has provided computer-generated elevations of what the structure would look like from all four directions if the second-story addition was approved. It is important to note that the B-2 zoning would permit, by right, vertical expansion of at least 35 feet and up to 55 feet provided that there is one additional foot of rear setback for each additional one foot of height above 35 feet. The applicant is proposing a total height of 35 feet according to zoning definition. A low pitched roof is included in the height computation.

Mr. Dwight Allen, who resides at 1462 Greystone Terrace (immediately to the west of the subject building) has noted in a Sept 10, 2012 email to the City that he has met with the applicant and that his main concern regarding terrace space overlooking his property has been addressed. He does note, however, one remaining concern about how much of the horizon the resulting Goodwill building will block after the addition and roof.

RECOMMENDATION

For a conditional use permit to be approved, a finding must be made that the proposal as submitted or modified will not adversely affect the health, safety or welfare of persons residing or working in the neighborhood nor be detrimental to public welfare or injurious to property or improvements in the neighborhood.

At its September 18, 2012 meeting, the Planning Commission forward **CU-12-404** to City Council recommending approval per Section 8-2-20 of the Zoning Ordinance to add five (5) one-bedroom apartments because the proposal, as submitted, will not adversely affect the health, safety or welfare of persons residing or working in the neighborhood nor be detrimental to public welfare or injurious to property or improvements in the neighborhood. The approval is subject to the following:

1. Close adherence to the submitted site plan, elevations, and floor plans; and,
2. Staff review and approval of the site plan including a waiver of green space to allow 12.7% where a slightly higher amount would otherwise be required.



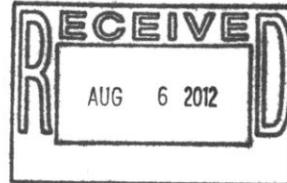
GREENWAY ENGINEERING, INC.

151 Windy Hill Lane
Winchester, Virginia 22602

CU-12-404

August 3, 2012

City of Winchester
Attn: Tim Youmans, Planning Director
Rouss City Hall
15 North Cameron Street
Winchester, VA 22601



RE: Conditional Use Permit Application – 443 Millwood Avenue (Goodwill Building)

Dear Tim:

The purpose of this letter is to provide information pertaining to the proposed Conditional Use Permit (CUP) application associated with the redevelopment of the Goodwill Building. As you know, Greenway Engineering has been working with the City of Winchester Planning Department to determine the feasibility of establishing above-retail residential apartments with the Goodwill Building. This proposal will include improvements to the existing building for the addition of five one-bedroom apartment units, the provision of outdoor terraces for three of the apartment units that face Spring Street, the development of a new pitched-roof system to replace the existing flat roof system, modifications to the existing building façade facing Spring Street to create a less industrial feel, and implementation of additional landscape areas on the property.

Section 8-2-20 of the Zoning Ordinance encourages quality mixed-use development within the B-2 District, particularly in areas served by public transportation. The proposed project meets the intent of this code section through the development of new one-bedroom apartment units that average 775 square feet, of which, an outdoor terrace area will be provided for the three units facing Spring Street. The entrance to these new apartment units is oriented to the rear of the property, and adequate parking is available for the mixed-use development. Additionally, enhancements are proposed including a pitched-roof that is consistent with other rooflines in the project area, the introduction of additional windows and awnings for the existing building façade facing Spring Street, the provision of bicycle locker storage on the second floor for the new apartments and on the ground level near the public street for the benefit of the commercial retail and office use, and additional landscaping enhancements that will reduce existing pavement areas to include raised island areas and planter areas. It should be noted that a public transportation transit stop exists directly across Millwood Avenue from the project site.

The City Board of Zoning Appeals considered this proposed project in June 2012 and granted applicable variances for the existing building necessary to implement this design by unanimous vote. A Site Plan and Elevation Exhibits are included as information with

Engineers Surveyors Planners Environmental Scientists

Telephone 540-662-4185 FAX 540-722-9528

Project #W-280/EAW

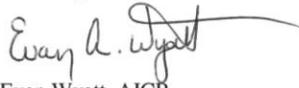
www.greenwayeng.com

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the CUP Application to demonstrate the overall site layout, the location and configuration of the new apartment units and outdoor terrace area, and proposed improvements to the existing property for the building façade and the additional landscaping areas. The Site Plan provides calculations for the blended landscaping requirements and requests consideration of a total landscape area reduction for the project, which will need to be considered by the Planning Commission during the public hearing process.

I appreciate your continued assistance with this redevelopment proposal for the Goodwill Building. Please advise me if there is any additional information that is needed for this request and we will provide it for consideration during the September 18, 2012 public hearing.

Sincerely,



Evan Wyatt, AICP
Greenway Engineering

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL/COMMITTEE MEETING OF: September 25, 2012 CUT OFF DATE: _____

RESOLUTION ORDINANCE PUBLIC HEARING

ITEM TITLE: Motion to approve the contract for Special Event Promoter (RFP #200806) and authorize City Manager to sign all necessary documents.

STAFF RECOMMENDATION: Approve as presented.

PUBLIC NOTICE AND HEARING: N/A

ADVISORY BOARD RECOMMENDATION: N/A

FUNDING DATA:
See attached contract

INSURANCE:
N/A

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The Director's initials for approval or disapproval address only the readiness of the issue for Council consideration. This does not address the Director's recommendation for approval or denial of the issue.

<u>DEPARTMENT</u>	<u>INITIALS FOR APPROVAL</u>	<u>INITIALS FOR DISAPPROVAL</u>	<u>DATE</u>
1. <u> </u> Purchasing		_____	<u>9/17/12</u>
2. <u> </u> Economic Development		_____	<u>9/17/12</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. City Attorney		_____	<u>9/17/2012</u>
6. City Manager		_____	<u>9-18-12</u>
7. Clerk of Council	_____	_____	_____
Initiating Department Director's Signature: 		_____	<u>9-17-12</u>
Finance Director			Date



APPROVED AS TO FORM:

 9/17/2012
CITY ATTORNEY

Rouss City Hall
15 North Cameron Street
Winchester, VA 22601

Telephone: (540) 667-1815
FAX: (540) 723-0238
TDD: (540) 722-0782
Website: www.winchesterva.gov

MEMORANDUM

TO: Dale Iman, City Manager 
FROM: Mary Blowe, Finance Director
DATE: September 25, 2012

SUBJECT: Special Events Contract

BACKGROUND:

The City of Winchester issued RFP #200806 in September 2011. The goal of the project is to attract additional visitors to the City of Winchester by promoting special events and expanding the marketing of existing events. The City has held negotiations over the past few months with the selected vendor USA Sports and Marketing. At the August 28, 2012 Council Work Session an outline of the proposed contract was presented to Council.

CURRENT PROPOSED CONTRACT:

The City Manager, Economic Development Director and Downtown Manager held the preliminary negotiations with the vendor and took the basis for an agreement to City Council for their review. There were a few areas of the draft agreement that Council indicated they would like to see incorporated into the final contract:

- Council indicated a desire for a 3 year contract.... This is currently included in the body of the contract by having an initial term of 3 Years and giving the City the option to renew for an additional 2 one year terms at the pleasure of Council.
- Council wants to ensure we have tangible and intellectual property rights... This was addressed in the original RFP by inclusion of the following language:

OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the City of Winchester, On request, the contractor shall promptly provide an

acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

In addition, the City will be paying the expenditures, so any tangible products that are purchased with public funds (i.e. fencing, tables, etc.) will become the property of the City of Winchester. These expense requests will be reviewed with the summary sheets per event by the Committee.

- Council expressed a desire to ensure the Contract Administrator is the Downtown Manager and that the Downtown Manager will work in conjunction with the events committee identified by the City Manager in the preliminary negotiations. This working relationship is referenced throughout the documents uniformly.
- The City Council also expressed a desire to see less risk to the City in the area of the contract that discusses excess revenue sharing. To accomplish this the revised contract language calls for bundling the 6 events together to evaluate if the revenue goal has been met. The previous language discussed evaluating excess revenue on a case by case basis. Under the changed language the vendor must reach positive net revenue from all 6 events. Once that occurs, USA SM will receive 75% of those proceeds exceeding the total cost of all events and the City will receive 25%. As well, the vendor will be required to produce a revenue projection to the Finance Department around February-March so that City Council can consider a supplemental appropriation if needed to pay the ensuing years expenses. This proposed arrangement will give the vendor an incentive, and by bundling the events, if there is a "loser" event, the vendor will be more motivated to work hard towards a revenue producer, because until he hits that the combined excess revenue point, he will not get any additional payment. As previously stated the City will benefit significantly from the increased revenues derived by additional meals and sales taxes generated by the event patrons.

RECOMMENDATION:

The ensuing negotiations were conducted in an effort to refine the details of the procurement to satisfy the stated will of Council as we moved through the process of developing a final contract for consideration in this matter. While it was anticipated that there would be some amendments to the original proposal, we are confident that the proposed draft will accomplish Council's goals, while still working with the framework of the original RFP. Based on this, staff recommends that Council authorize the Manager to execute the contract on behalf of the City.

RESOLUTION

WHEREAS, the City issued RFP #200806 for procurement of Special Event Promotion and Related Services; and

WHEREAS, the lowest responsible bidder on said contract was determined to be USA SPORTS & MARKETING SERVICES, LLC; and

WHEREAS, Common Council has previously authorized the City's Administration to enter into negotiations with said contractor as the lowest responsible bidder in accordance with the RFP; and

WHEREAS, said negotiations have resulted in the terms described in the attached documents proposed as the contract for procurement of said services.

NOW THEREFORE BE IT RESOLVED, that Common Council for the City of Winchester hereby authorizes the City Manager to take all necessary action to facilitate the execution of a contract with USA SPORTS & MARKETING SERVICES, LLC in substantial semblance to the attached for procurement of Special Event Promotion and Related Services upon terms as described therein.



City of Winchester, Virginia

Office of the City Attorney
Rouss City Hall
22601
540-667-1815
Fax: 667-2259

CONTRACT #200806

THIS CONTRACT WAS MADE AND ENTERED INTO THIS 9TH DAY OF OCTOBER, 2012, BY AND BETWEEN USA SPORTS & MARKETING SERVICES, LLC., 4 SOUTH WASHINGTON STREET, WINCHESTER, VA 22601, F.I.N. OR S.S. NUMBER _____ (“CONTRACTOR”), AND THE **CITY OF WINCHESTER, VIRGINIA**, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (“CITY”).

WHEREAS, THE CITY HAS PREVIOUSLY ISSUED REQUEST FOR PROPOSAL 200806 (RFP #“200806”), DATED SEPTEMBER 13, 2011, TO PROVIDE ON-DEMAND SPECIAL EVENT PROMOTION AND RELATED SERVICES, AS MORE FULLY DESCRIBED AND REQUESTED WITHIN THE RFP, AND IS HEREBY FULLY INCORPORATED IN ITS ENTIRETY;

WHEREAS, CONTRACTOR HAS SUBMITTED A PROPOSAL IN RESPONSE TO THE RFP DATED OCTOBER 11, 2011, SIGNED BY MR. DARIO SAVARESE WHICH STATES QUALIFICATIONS AND SERVICES, AND ARE HEREBY FULLY INCORPORATED IN ITS ENTIRETY;

WHEREAS, CONTRACTOR AND CITY HAVE NEGOTIATED COMPENSATION, TERMS AND CONDITIONS IN RESPONSE TO THE RFP, AND THE NEGOTIATION SUMMARY IS HEREBY FULLY INCORPORATED IN ITS ENTIRETY;

WHEREAS, THE CITY’S PROCUREMENT, CONTRACTOR’S RESPONSE AND NEGOTIATION SUMMARY SHALL FORM PART OF THE CONTRACT. IN THE CASE OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS AMONG THE CITY’S PROCUREMENT, THE CONTRACTOR’S RESPONSE, NEGOTIATION SUMMARY AND THE MAIN BODY OF THE CONTRACT, THE DOCUMENTS AND AMENDMENTS TO THEM SHALL TAKE PRECEDENCE AND GOVERN IN THE FOLLOWING ORDER:

1. MAIN BODY OF THE CONTRACT
2. NEGOTIATION SUMMARY
3. CITY’S PROCUREMENT
4. CONTRACTOR’S RESPONSE

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL PROVIDE THE CITY THE SERVICES OUTLINED IN RFP #200806, WHICH IS INCORPORATED IN ITS ENTIRETY HEREIN BY REFERENCE. THE CITY SHALL PAY THE CONTRACTOR THE ASSIGNED UNIT COSTS AND NEGOTIATED PRICING FOR EACH TASK ORDER. THE CONTRACTOR SHALL FORWARD AN INVOICE FOR SUCH WORK TO THE CITY

DOWNTOWN MANAGER ON OR ABOUT THE FIRST AND FIFTEENTH DAYS OF EACH MONTH DURING THE TERM OF THIS CONTRACT. THE CITY SHALL PAY SUCH INVOICE IN ACCORDANCE WITH THE PROMPT PAYMENT ACT PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

2. THE TERM OF THIS CONTRACT SHALL BE A PERIOD THREE (3) YEARS FROM DATE OF AWARD. THE CITY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS CONTRACT, WITHOUT PENALTY, UPON SIXTY (60) DAYS WRITTEN NOTICE TO CONTRACTOR. THE PARTIES UNDERSTAND AND AGREE THAT THE CITY, AT ITS SOLE OPTION, MAY RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS.
3. APPLICABLE LAW AND VENUE: THE PARTIES AGREE THAT THIS CONTRACT FOR SERVICES SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY DISPUTE ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL BE RESOLVED OR OTHERWISE LITIGATED IN THE CIRCUIT COURT FOR THE CITY OF WINCHESTER, VIRGINIA OR THE FOURTH CIRCUIT FEDERAL DISTRICT COURT IN HARRISONBURG, VIRGINIA.
4. IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT.
5. THE CONTRACTOR HAS, AT THE TIME OF ITS EXECUTION OF THIS CONTRACT, PROVIDED THE CITY WITH A CERTIFICATE OF INSURANCE SHOWING THAT IT HAS CURRENTLY IN FORCE ALL OF THE INSURANCE REQUIRED BY RFP #200806. CONTRACTOR COVENANTS THAT SUCH CERTIFICATE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS CONTRACT, AND THAT IT WILL PROMPTLY NOTIFY THE CITY IN THE EVENT, SUCH INSURANCE IS NO LONGER IN EFFECT FOR WHATEVER REASON.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS INSTRUMENT ON THE DATE INDICATED BELOW, WITH ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO CONTRACTOR AND ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO THE CITY.

CONTRACTOR:

CITY OF WINCHESTER:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Negotiation Summary

RFP #200806

Purpose and Intent: USA Sports & Marketing Services (USAS&MS) and the City of Winchester have begun the negotiation stage of RFP #200806 with the intent to execute a contract. Upon execution of the contract, a Task Order (see Attachment A) will be created for each special event and bilaterally agreed upon estimating the operational expenses and operational revenues, and clarifying the scope of work for each event. The City's Contract Administrator will be the Downtown Manager.

Objective:

1. Starting within the initial contract year, USAS&MS and City shall create a new series of events in the City of Winchester that will attract residents and new visitors to Old Town Winchester. Below is a reoccurring special event that will utilize Old Town as the venue along with other areas in Winchester City:
 - A. MUSIC FEST – Include multiple venues with a variety of types of music, some venues will be ticketed and have additional food and beverage sales.
 - i. Initially once a month, three separate events; June, July, August
 - ii. Two to three separate performance areas, as well as other activities.
 - iii. Second year additional dates added
 - iv. First year, projected expenses \$69,500.00 (stages, bands, tents, seating, facilities, signage, tickets, security, etc... **(excludes administrative cost-see below retainer)**)
 - v. Projected revenue \$63,500.00 (Ticket sales, sponsorships, vendors, beverages)
2. USAS&MS will enhance specific existing events with the goal to increase attendance and promote an awareness campaign by working with the City to:
 - A. Develop and maintain a competitive events annual calendar of City of Winchester sponsored and/or promoted events to enhance and target goals.
 - B. Develop and implement an advertising/media partners/PR awareness campaign
 - C. Develop sponsorship/alternative revenue for specific events
 - D. Assist in partnering with other organizations to host one and two day events in Old Town and City area (cultivating new opportunities)
 - E. Procure, and coordinate all sponsorships, Concessions and all food, alcohol, beverage and merchandise vendors and agreements and collect all fees/percentages for events promoted.
 - F. Procure, coordinate and contract with all federal, state and local agencies for permitting and/or authorizations for the promoted events.
 - G. Procure, coordinate and contract to provide all required event infrastructure needs including, but not limited to: staging, lighting, sound, utilities, transportation, security, safety, sanitation, vendors, set-up, breakdown, and clean-up.
 - H. Part of retainer – see below

3. Create New Signature Events:
 - A. As permitted within the RFP, USAS&MS will create three (3) new separate, signature events for Winchester, i.e. October Fest, Halloween, Wine fest.
 - B. Events would be two (2) day events (Friday & Saturday or Saturday & Sunday)
 - C. Projected months September, October and December.
 - D. Each Task Order will specifically layout the operations, location, logistics, and projected expenses/revenues for each event.
 - E. Part of retainer – see below

4. Public Relation & Branding Campaign:
 - A. Assist in developing a new brand/image for the Old Town And City of Winchester;
 - B. Develop public relation opportunities and stories throughout the year;
 - C. Develop additional media partnerships/relationships;
 - D. Provide direction in writing a strategic event/marketing plan for 2013, 2014 and 2015;
 - E. Part of retainer – see below

5. Performance & Reports:
 - A. Authorization to approve work performed under this agreement will be under the supervision of the City’s Contract Administrator and in coordination with the Events Committee.
 - B. Reports will be filed with the Contract Administrator within sixty (60) calendar days following the last day of each event containing a detailed financial report showing funds spent and revenues received, by revenue and expense categories approved by the City’s Finance Director; and an event evaluation providing information on gross receipts, retainer used, event attendance, participant satisfaction survey, incident report, and suggestions for improvements based on report data.

6. Consulting Compensation:
 - A. USAS&MS retainer shall be \$5,800.00 monthly with a 2.5% increase the next two years. Retainer shall initially include six (6) events, the public relations & branding campaign, and enhancement of existing City events. The retainer shall be distributed with 60% reserved for the initial six (6) events and 40% reserved for public relations & branding campaign and the enhancement of the existing City events.
 - B. The City shall receive all revenues collected by USAS&MS to pay for expenses plus 60% of the annual retainer for the initial six (6) special events produced, promoted and operated by USAS&MS. This equals the City’s total special event expense.
 - C. Net revenue shall be defined as the City’s annual revenue collected minus the City’s total special event expense. When positive net revenue exists, then USAS&MS shall receive 75% of those proceeds and the City shall receive 25%.
 - D. Either party can terminate the agreement with a sixty (60) day notice.

7. Projected Annual Budget – Initial Year

A. Total Projected Expenses, includes all retainer:	\$183,800.00
B. Total Special Event Expenses, includes 60% retainer:	\$157,700.00
C. Total Projected Gross Revenue:	\$131,000.00
D. Net Revenue (Loss)/Gain, as defined above:	(\$26,700)
E. Total Investment for the City, includes 40% retainer:	<u>(\$52,800)</u>

60% of retainer = \$43,500

40% of retainer = \$26,100



Rouss City Hall
15 North Cameron Street
Winchester, VA 22601

Telephone: (540) 722-7576
FAX: (540) 722-7570
Website: www.winchesterva.gov

SPECIAL EVENT TASK ORDER

The Downtown Manager, the City's authorized Contract Administrator, and Dario Savarese, USA Marketing, shall utilize this template to begin the specific task order discussions for all aspects of each event. Each task order shall be fully incorporated and made a part of Contract No. 200806 and in the event of conflict, the order of precedence shall be: 1) Contract No. 200806 and 2) City Task Order.

EVENT NAME: _____

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:	=	TOTAL COST:
	Principal:	_____	x	_____	=	Part of Retainer
	Laborer:	_____	x	_____	=	Part of Retainer
	Event Coordinator:	_____	x	_____	=	Part of Retainer
	Work Release:	_____	x	N/A	=	_____
	Volunteers:	_____	x	N/A	=	_____

B. ADVERTISING CAMPAIGN(media, marketing, sales):
Advertising Expenses: \$ _____

List out media campaign and plan:

C. OPERATIONAL EXPENDITURES (talent, stage, lights, fencing, portable toilets, permits, tents, excl. advertising)
Firms Operating Expenses: \$ _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):
Firm's Revenue: \$ _____

List our Revenue Sources:

E. PROJECTED TOTAL EVENT COST (A+B+C-D): \$ _____

"To provide a safe, vibrant, sustainable community while striving to constantly improve the quality of life for our citizens and economic partners."

SPECIAL EVENT CONSIDERATIONS FOR DISCUSSION:

- Special Event Purpose
- Deposits for Tents, Talent, Fencing and more.
- Time Table
- Competing Events or Combining Events
- Event Layout / Map / Access
- Revenue Generation
- Incentives / Disincentives
- Payment Schedule
- Contingency Planning
- Special Risks

CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

CITY OF WINCHESTER:

BY: _____

TITLE: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

USASP-1

OP ID: SO

DATE (MM/DD/YYYY)

09/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Winchester Group, Inc. 24 W Piccadilly St., Ste B1 Winchester, VA 22601 Gary S. Nichols	540-662-1828 540-662-5707	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED USA Sports & Marketing Services LLC 250 Masterpiece Lane Winchester, VA 22602		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26271	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	X		Q420191372	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Contract #200806 The City of Winchester is named as additional insured on the general liability coverage

CERTIFICATE HOLDER**CANCELLATION**

CITYWIN

City of Winchester
Attn: Steve Corbit
15 North Cameron Street
Winchester, VA 22601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon I. Orsion

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ERIE INSURANCE GROUP

COMMERCIAL GENERAL LIABILITY
CG 20 26 (Ed. 07/04) UF-9704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>The City of Winchester 15 N Cameron Street Winchester VA 22601</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II-Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Copyright ISO Properties, Inc., 2004



USA Sports
& **Marketing Services**

4 South Washington St.
Winchester, VA 22601

SPECIAL EVENT PROMOTER

RFP #200806

Dario Savarese, USA Sports & Marketing Services, LLC

***Code 2.24342F Privacy code Please do not disclose*

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I. Part I Submittal Content:**a. List of the Five (5) most relevant references within the last five (5) years, including descriptions, dates and client references:**

1. **Shenandoah Apple Blossom Festival**- the largest spring time event in the Mid-Atlantic region. Assist's in Promoting over 30 events during a ten day period. Currently the Director of Marketing and Sponsorship sales since 1994. Contact name is John Rosenberger, Executive Director at 540-662-3863.
2. **Annandale Millworks & Allied Corporation**- Building supply contractor for the Shenandoah Valley and the Northern Virginia area. Assisted with marketing, communications and special events from 2002 until present. Contact name is Laurie Frogale at 540-665-9600
3. **Blue Ridge Sports and Entertainment** – Worked with sponsorship development, event execution, and sponsorship sales within the organization (2004 until present). Contact is David Gardiner at 540-665-0823
4. **Sports America Inc./ The Quarterback Club** – Managed the Quarterback Club from start to finish including the annual events ; golf tournament, luncheons during the NFL football season with current and past Redskin players (6-8 Luncheons in Northern Virginia) and an end of the season televised Quarterback Club Redskin Player of the Year Awards Dinner from 1994 through 2009. Also assisted with other Sports America events including the McDonalds All American High School Basketball game, Capital Classic Basketball Game, and the National Quarterback Club Awards Dinner (1994 – 2002). Contact is Robert Geoghan 301-424-1080
5. **Blue Ridge Fall Races** – Sponsorship development, sales and execution and event management, from May 2011 to present. Contact is Melanie Marks, Wiseman and Associates phone 540-722-6403

b. Summarize qualifications of key individuals to be assigned to the work.

1. Dario Savarese established USA Sports and Marketing Services in 1994. With a Bachelor's degree from James Madison University, he brings over 20 years of event marketing experience. Specialties include site selection, contract negotiation, organization of event, media campaign, sponsorship development/sales/execution, television production, and community engagement.
2. Cindy Savarese – employee since 1994, Administrative Assistant, office manager, bookkeeper. Graduate of James Madison University, with degree in office administration and secondary business education 1985.
3. Alex Pham – contractor for communications, graphics layout and design, website design. Graduate of Radford University in 2011.
4. Stephanie Semples Orndorff – Event Coordinator, specializing in food vendors and permitting. Has over 30 years' experience in the restaurant food management industry.
5. Jenny Brockwell –Event Coordinator, public relations and social media relations consultant. Jenny brings 6 years of experience within the area.

c. Provide a short description or brochure explaining your organization's history, structure and culture.

USA Sports and Marketing Services, LLC has been producing events locally and nationally since 1994. As a local business our talents and strengths are based on the knowledge and relationships we have cultured through promoting clients and events in the area. Although our name implies sporting events, we have been involved with promoting everything from children's events, formal black tie events, parades and dances; in-door or outdoors, rain or shine, balloons or baubles we have the ability and the experience to pull it together in the expected professional manner while staying with-in budget.

1. USASMS has the availability to leverage existing relationships from other projects covering the region.
2. USASMS has been successful in sponsorship development, sales and execution.

d. List outside services to be used or sub-contracted to complete the work. Following is a potential list of outside services that may be used in various aspects of events.

1. T&B Equipment
2. Grand Rental
3. American Tent Company
4. American Audio and Video
5. Blue Ridge Sports & Entertainment
6. Event Rentals Inc.
7. Schrock Travel
8. Chariots for Hire
9. Shenandoah Carriages
10. RCTV Productions
11. Ticketmaster
12. National Artists Corp.
13. Tech Team Solutions
14. Impressions Plus
15. White Spider Design
16. Zoliva, LLC
17. Southard Audio
18. Formula Strategy Group
19. Smallwood Entertainment
20. JCI Media
21. Master Media Group
22. Community Service Organizations to provide volunteers

e. Provide documentation that the firm is licensed under the applicable laws of the Commonwealth of Virginia and the City of Winchester.

1. See attachment J City of Winchester Business License

f. Complete Attachment A – Contractor Data sheet

1. Attachment A

g. Detail your operations plan for each Special Event, including staffing, volunteers, logistics, ect..

1. USA Sports and Marketing Services, LLC works with a variety of contractors. Depending on the expected attendance, and type of event and physical requirements of the job. Internal staff will be present and possible assistance can be had with the following:
 - a. We have/will work with volunteer organizations (band booster, sports teams, boy scouts, etc.. .)
 - b. Subcontractors and Temporary Agencies
 - c. Through the work release program we can obtain labor support (Dario Savarese has obtained the proper state certification)
 - d. Interns through local colleges

h. Describe your quality assurance and safety procedures. How will they be implemented for all special events?

1. We begin our events with a checklist document that is shared with each of the involved service departments. This checklist is updated and expanded as the event evolves. It includes contact lists and cell numbers to assure accurate day of communications of all parties involved.
2. Meetings with the city/police/fire and rescue before each event to forecast and make sure different aspect of emergency plans/ crowd control/ parking are in place.
3. A follow up survey with suggestions will be forwarded after the events to assure communication between all agencies and determine if a follow-up meeting is necessary to improve the in place safety procedures.
4. A survey would also be available for the Old Town Businesses Community to address any impact both positive and negative.

i. Explain how your firm will manage the advertising campaign and ensure quality promotion.

1. Having worked with many media entities (TV, Radio, Print, social media) in the regional/Metro/DC area, advertising will be placed to maximize exposure and budget. Or firm has strong relationships with media entities that will allow us to create media partnerships including trade, creating a win/win for event revenue and exposure.

2. We also have knowledge of applicable advertising.
3. Working with local businesses in the targeted event areas to help provide web links, accurate calendars, promotional flyers and posters. We believe continuity and clarity of events scheduled will help create a positive sense of kinship in the Old Town business community.

j. Present to the City your plan on how to make the Proposed Events, listed in Section B revenue neutral, or maximize the return on investment.

1. Using existing relationships within the business community and the region, we will be able to develop and sell sponsorship opportunities. The sponsorship revenues will provide a major impact to the success of events. It will eliminate hard expenses going into the event and create a cushion for potential losses due to weather, etc...
2. Building upon our experience of working with media for over 15 years in the regional area and maintaining established relationships, we will maximize the advertising dollars and exposure.
3. We work with volunteer organizations that give our youth experience in providing community service while returning their contribution of time and efforts with a donation to their organization, which will save dollars.
4. Our strategy will include emphasis on advance ticket sales for the events.

k. See Completed Attachment B, C, D, E, F, G,H and I (pricing sheets for each Proposed Event)

l. Aside from the Proposed Events, listed in Section B. please provide a detailed description of additional events that may be considered by the City of Winchester, including all expenses and revenue streams.Code 2.24342F Privacy code Please do not disclose**

1. Happiness and Health Festival**
2. Old Towne Antique Auction**
3. B.B.B. Festival**
--upon being selected, detailed descriptions including all expenses and revenue streams to be provided.
4. See Attachment I for public relations and sponsorships and support for existing events

m. Verify that required insurance coverage is available.

1. We have insurance in the name of USA Sports and Marketing Services, LLC through The Winchester Group and Erie Insurance. Certificate can be delivered up awarding of the contract.

Part II – Submittal Content

Pending interview call for appointment, Dario Savarese 540-722-8700



September 13, 2011

**NOTICE TO PUBLIC
REQUEST FOR PROPOSAL
RFP #200806**

SPECIAL EVENT PROMOTER

The City of Winchester will accept proposals until 2:00 p.m. local time on October 11, 2011, in the office of the Finance Department - Purchasing Division, 15 North Cameron Street, 1st Floor - Rouss City Hall, Winchester, Virginia 22601 to be the City's special event promoter and producer of entertainment in the primary and secondary tax district in the City of Winchester as specified by the Scope of Services. The Contract will be administered by the Old Town Development Board's Executive Director.

Copies of this Request for Proposal may be obtained upon request from the Office of the Finance Department-Purchasing Agent, telephone (540) 667-1815 ext. 1477, or they may be picked up at the above location. Bids/Proposals may be viewed on the City's web page: <http://www.winchesterva.gov/purchasing/itbrfp>

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service of cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Purchasing Agent and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the City of Winchester requires, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Purchasing Agent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. ***In addition, the City of Winchester reserves the right to accept or reject any proposals, in whole or in part, and to waive any informality.***

One (1) original hardcopy, one (1) original electronic copy on CD in .pdf format and six (6) copies of original hardcopy are to be submitted in a sealed envelope bearing the Offerors company name, mailing address, the RFP name, the RFP number, the date and the time due mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 1st Floor - Rouss City Hall
Winchester, Virginia 22601

BY: Steven Corbit
Purchasing Agent

CITY OF WINCHESTER, VIRGINIA

SPECIAL EVENT PROMOTER

RFP #200806

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A. INTRODUCTION AND PURPOSE

INTRODUCTION:

The City, founded in 1744, is the oldest Virginia City west of the Blue Ridge Mountains. Located at the northern entrance to the Shenandoah Valley, the City is the medical, commercial, governmental and financial center for the surrounding area, and is the City seat of Frederick City. The City encompasses 9.3 square miles and is located at the crossroads of U.S. Highways 11, 17, 50, 522, Interstate 81 and State Route 7. Interstate 66, terminating 11 miles south of the City at Interstate 81, provides a third transportation artery to Washington, D.C., 72 miles to the southeast. The City's 2007 population was estimated at 26,000 with 7,650 single family attached and detached homes and over 4,000 multi-family dwelling units.

PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to enter into a contract through competitive negotiation to provide entertainment and manage all aspects of the special event activities for the City of Winchester, as further specified herein. The City may award this contract in whole or part. The City may also award this contract to more than one vendor.

This Request for Proposal (RFP), plus the resulting agreement, shall be consistent with, and governed by the Act, the Virginia Public Procurement Act (VPPA). This award may be awarded to one or more firms.

TERM OF CONTRACT:

The original contract term shall be five (5) years from date of award. The City reserves the right to cancel and terminate this Contract, without penalty, upon ten (10) days written notice to contractor. This contract may be renewals for four (4) twelve (12) month periods.

PRE-PROPOSAL CONFERENCE:

None required.

SCHEDULE OF EVENTS:

1.	RFP Distribution	September 13, 2011
2.	Proposal Submissions Due (Part I)	October 11, 2011 at 2:00P.M. Local time
3.	Interviews (Part II)	TBD
4.	Award of Contract	TBD

B. SCOPE OF SERVICES

The consulting services detailed in this section are to be performed for the City of Winchester on a contractual basis to meet the following minimum criteria, or as requested by task order:

1. **GENERAL:** The City of Winchester is soliciting proposals from qualified firms to provide labor, materials, equipment, transportation, quality control and management for promoting and producing special events and related services to the citizens and patrons of Winchester in order to seek unique, quality entertainment. Only the highest quality work will be accepted.
2. **GOALS & OBJECTIVES:**
 - a. Provide diverse, quality events at an affordable value for the community
 - b. Promote Old Town and the City of Winchester
 - c. Encourage collaboration with non-profit organizations
 - d. Solicit endorsements and sponsors
 - e. Maximize the return on investment

3. **MINIMUM SERVICE EXPECTATION:** The contractor shall provide all special event management activities including, but not limited to: booking entertainment, establishing venues, promoting and advertising, program set-up, event coordination, noise control, alcohol and health department permits, staging, lighting, invoicing, and coordination of clean-up.

- a. Venue Location: Initially, events shall be held in Old Town Winchester’s Primary and Secondary Special Tax Assessment District, primarily between Kent, Braddock, Piccadilly and Cork Streets, or other City designated sites throughout the year.
- b. Event Quality: All Proposed Events shall be professional, tasteful, well planned and within the tradition of existing Winchester events showcasing Old Town Winchester and/or the City of Winchester.
- c. Event Staffing: The contractor shall supervise temporary special event employees, as well as professional sub-consultants’ contracts used to provide the Scope of Service herein. This would include, but not be limited to contracts regarding advertising, promotion, music production and other special event management as approved by the City. Where applicable, the City encourages the use of non-profit volunteers to showcase and benefit their organizations while minimizing the contractor’s expenses.
- d. Progress Reporting: The contractor shall provide monthly progress reports of all special events planning and delivery services to the Old Town Development Board, City Manager, Director of Economic Development, Chief of Police and City’s special events committee.
- e. Proposed Events:

Description	Type of Event / Concept:
Wine & Music Festival	New event: Taste a variety of local and regional wines while listening to some cool sounds.
Beer & Ale	New Event: Enjoy a variety of beer and ale as you enjoy the Downtown.
Sip & Stroll	New Event: Retail open house with refreshments.
Taste of Old Town	New Event: Vote for your favorite restaurants.
Comedy Shows	New Event: Multiple shows presented at different times of the day for various age groups.
Kids Exercise Event	New Event: i.e. 3-on-3 basketball, Kid Olympics,
Winchester Days	Existing Event: enhance participation through recruiting volunteers, increase communication, and inviting other Winchester businesses.

Note No.1: Frequency of the above events will be once a year.

Note No. 2: For bidding purposes, these special events are being requested as a minimum and Offerors should anticipate performing these events as requested.

- f. Advertising/Event Promotion/Public Relations: The contractor shall provide adequate event promotion, or cross-promotion in conjunction with the Old Town Development Board (OTDB), City of Winchester or other related departments. The advertising campaign is expected to be a marketing mix of news media to promote the scheduled events and additionally maximize participation and revenue (direct and indirect). The contractor shall develop a calendar of the events to include not only new events but

current ongoing events being held in Old Town and present this calendar and budget to the Old Town Development Board for approval.

- g. Invoicing: Statements shall be for received goods and/or services only. The City will not make advance payments, i.e. entertainment deposits, without an invoice and prior written consent from the OTDB Executive Director, City Manager or designee. Prices shall include all costs, expenses and overhead associated with performing and providing all of the requirements stated in the specifications. The City of Winchester will not pay for any extra fees or costs not agreed to in writing by the City Manager, or designee. The City will be invoiced from the contractor for all reasonable, direct expenses of the production of the events at no mark up. The contractor will be paid a negotiated management fee to provide all of these services and collect additional revenue through the sale of food and beverage concessions during the special event. Revenue generation may be created by event sponsorship, advertising, directories, website banner ads,
4. **CONTRACTOR AND EMPLOYEE QUALIFICATIONS**: The Contractor shall be experienced and provide documentation that their firm has been in the production and entertainment promotion industry for at least five (5) years. Complete Contractor Data Sheet (Attachment A).
5. **QUALITY OF EVENTS & WORK**: All services shall be quality work performed according to the prevailing professional, ethical and business standards of the industry and to the satisfaction of the City of Winchester. Contractor shall guarantee all work be performed in accordance with the enclosed Scope of Services, or amendment, or written directive of the City Manager or designee. Contractor shall implement safeguards to promote public safety and health during special events and adhere to all local, state and federal laws as applicable for each special event. The Proposed Events in Section B may be modified over time and the need for future events and ideas to be added to the contract are encouraged for the sustainability of this program and service.
6. **CONTRACT ADMINISTRATION**:
- a. The OTDB Executive Director (Owner's Representative) shall be the Contract Administrator and they may authorize a designee delegated to perform these duties as outlined: ordering, monitoring of progress, inspection and acceptance, quality assurance, invoice payment and scheduling of services.
- b. Acceptance:
- i. The location, department or agency has ten (10) business days from time of completion to Accept the project work and ensure compliance to all City, state and federal guidelines and laws.
- ii. If work is rejected in whole or in part due to poor quality or workmanship then City shall outline in writing the problem and notify the Contractor.
- iii. Time requirement:
1. When the Contractor is notified in writing by the City of non-acceptance, the Contractor shall have five (5) business days to correct the problem. The Owner Representatives or designee may extend this period if agreed upon in writing by both parties.
- c. Contract Officer:
- i. Shall be: Steven Corbit, Purchasing Agent, Finance Department, 15 N. Cameron Street, Winchester VA 22601. 540-667-1815 Extension 1477. Duties include: making decisions for dispute resolution, administering change orders and amendments, executing supplemental agreements, and authorizing contract renewal.
7. **ADDITIONAL SERVICES (TASK ORDERS)**: Additional Task Order assignments beyond the initial Scope of Services may be required as the City believes it to be in the best interests of the local government.

C. SELECTION PROCEDURE

This Request for Proposals is divided into two parts:

- Part I - Written submission of Firm Experience and Qualifications; and
- Part II - Interviews and presentations from Part I short-listed firms, only.

In general, the selection of a firm will be conducted by the following process:

PART I

1. Statements of firms' experience and qualifications must be submitted in the form defined under Submittal Requirement (Section D).
2. A Selection Committee composed of City officials will evaluate and rank all firms.
3. Firms will be evaluated and ranked in accordance with the Part I – Evaluation Criteria detailed in Section E.

PART II

1. The Selection Committee may conduct formal interviews with the short-listed firms and based on the results of the process to this point, the highest ranked firm(s) may be invited to make a presentation to the Selection Committee.
2. The Selection Committee will complete the final evaluation and rank the firms as set forth in Section E below, in order to identify up to two (2) firms whose professional qualifications and proposed services are deemed most meritorious per Virginia Code §2.2-4301.

D. SUBMITTAL REQUIREMENT

1. **GENERAL INSTRUCTIONS:**

- a. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original hardcopy, one (1) original electronic copy on CD in .pdf format and six (6) copies of the original hardcopy are to be submitted in a sealed envelope bearing the company name, mailing address, the RFP name, the RFP number, the date and the time due mailed or delivered to: City of Winchester, Finance Department - Purchasing Division, 15 North Cameron Street, 1st Floor-Rouss City Hall, Winchester, Virginia 22601. No other distribution of the proposal shall be made by the offeror. Offerors must clearly label the original with the word "ORIGINAL" on the cover and must clearly label all copies with the word "COPY" on the cover.
- b. Late Proposals: It is the responsibility of the firm to insure the Purchasing Agent receives the submittal by the proposal due date and time. Late Proposals will be returned to offeror unopened, if the container is properly identified with the firm's return address.

2. **PROPOSAL PREPARATION:**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agent. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Avoid excessive content and unrelated work samples.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Limit your Proposal to a maximum of thirty (30) total pages. Thirty pages shall include: **ALL** exhibits, appendices, resumes, letters, attachments, and enclosures. Dividers are allowed and will not count towards your thirty pages.
 - f. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subjected to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to the public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.24342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. PART I - SUBMITTAL CONTENT: Proposal Submittal shall contain the following information presented in the following order:
- a. List of the five (5) most relevant references within the last five (5) years, including: short descriptions, dates and client references (include client contact person, address and phone number), preferably government agencies.
 - b. Summarize qualifications of key individuals to be assigned to the work. Full resumes may be attached as an appendix. Information and/or resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on services similar in nature to those expected.
 - c. Provide a short description or brochure explaining your organization's history, structure and culture.
 - d. List the outside services to be used. Describe the anticipated scope of services by sub-consultants and how they will be coordinated. Specific names of sub-consultants are preferred at this time. The intent of this section is to ascertain what outside services the firm will require.
 - e. Provide documentation that the firm is licensed under the applicable laws of the Commonwealth of Virginia and the City of Winchester. Foreign (out of state) corporations desiring to transact

business in the Commonwealth of Virginia must register with the State Corporation Commission in accordance with Title 13.1 of the Code of Virginia. Proof of registration, or proof of application for such registration, should be provided with the proposal.

- f. Complete Attachment A-Contractor Data Sheet.
- g. Detail your operations plan for each Special Event, including staffing, volunteers, logistics, etc.?
- h. Describe your quality assurance and safety procedures. How will they be implemented for all special events?
- i. Explain how your firm will manage the advertising campaign and ensure quality promotions.
- j. Present to the City your plan on how to make the Proposed Events, listed in Section B, revenue neutral, or maximize the return on investment.
- k. Complete Attachment B, C, D, E, F, G and H (pricing sheets for each Proposed Event). All additional fees that are not listed and may be applicable during the term of the contract shall be outlined, i.e. additional tents, etc. No extra charges or fees will be allowed without written consent of the City Manager.
- l. Aside from the Proposed Events, listed in Section B, please provide a detailed description of additional events that may be considered by the City of Winchester, including all expenses and revenue streams.
- m. Verify that required insurance coverage is available (*insurance certificates need not be submitted until the award stage*).

4. **PART II - SUBMITTAL CONTENT**

Part II will consist of three sections:

- a. Presentation by Firms and Formal Interview (Optional). Summarize the capabilities of the firm to meet the needs of the City. Presentation should depict how staff will be organized to accomplish the work and where they will be located. Demonstrate the availability of resources for the successful completion of the services. Question and Answer period.
- b. Identify any requested Amendments to the Standard Agreement.

E. EVALUATION CRITERIA

Each member of the Selection Committee will individually evaluate each firm on the basis of the following criteria. The Purchasing Agent will then develop a composite ranking of each firm and rank the firms from first to last.

PART I - Evaluation Criteria	Score (Pts.)
▪ Experience and qualifications of key individuals to be assigned to the work.	15
▪ Qualifications and experience of the firm in performing requested services.	20
▪ Familiarity and knowledge local government needs and requirements.	15
▪ Firm’s demonstrated understanding and methodology of the tasks and quality assurance approach and procedures. Ability to meet time requirements and budget.	20
▪ Firm’s pricing schedule and cost of services (Purchasing Agent will score)	20

- Degree of firm's capability to perform tasks in-house 5
- Overall quality and completeness of proposal 5

PART II - Evaluation Criteria

- Final adjustments to Part I criteria may be made by each member of the Selection Committee upon conclusion of the interview.
- References: Three (3) references may be reviewed before the Selection Committee selects up to two (2) firms to begin negotiations.

Compensation: Offeror will not be compensated for the cost of proposal preparation whether or not an award is consummated.

Investigations: The Selection Committee may make such reasonable investigations, as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

F. QUESTIONS

Questions regarding this solicitation must be submitted in writing at least five (5) days prior to the proposal due date. The Purchasing Agent will issue a written addendum to any inquiries that alter the scope of the proposal. All other contacts with City personnel concerning this solicitation are discouraged. Submit inquiries to:

Steven Corbit
Purchasing Agent
City of Winchester
15 N. Cameron St
Winchester, Virginia 22601
540-667-1815 Ext. 1477
scorbit@ci.winchester.va.us

G. SPECIAL TERMS AND CONDITIONS:

1. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City of Winchester may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the City of Winchester determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the City of Winchester, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.
3. **RENEWAL OF CONTRACT:** This contract may be renewed by the City of Winchester for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the City of Winchester's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

If the City of Winchester elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Service category (Table 4) of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

If during any subsequent renewal periods, the City of Winchester elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Service category (Table 4) of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4. **COOPERATIVE PROCUREMENT:** Any successful Bidder/Offeror, may at his sole discretion, allow any public body, locality, authority, agency, and school board of the Commonwealth to participate in the Invitation to Bid for the purpose of combining requirements to increase efficiency or reduce administrative expenses.
5. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Winchester will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Winchester or any agency or institution of the Commonwealth has purchased or uses its products or services.
6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (120) days. At the end of the (120) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
8. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent or designee. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Purchasing Agent, or designee the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the City of Winchester. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
10. **QUANTITIES:** Quantities (lots) set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
11. **INSPECTION:**
 - a. All material and workmanship may be subject to inspection, examination, and test by the owner and its representative at any and all times prior to, during, and after special events. The representative shall have the authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

12. **SUPERINTENDENCE BY CONTRACTOR:**
- a. The contractor shall have a competent event coordinator, satisfactory to the owner, on each event at all times during the progress of the work. The contractor shall be responsible for all special event means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
 - b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
 - c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
13. **ACCESS TO EVENT/WORK:** The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper equipment, materials, and facilities for access and inspection.
14. **USE OF CITY PREMISES AND REMOVAL OF DEBRIS:**
- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - b. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
 - c. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to City property except by proper previous arrangement with the owner.
15. **PROTECTION OF PERSONS AND PROPERTY:**
- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the contractor's operation in connection with the work.
 - b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
 - c. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

16. **TASK ORDERS:** In concert with this section, the Contractor will provide a written proposal, in the form of a Proposed Task Order consisting of a Work Plan, level of effort (person-hours) and schedule for each Task Order requested by the OWNER. Task Orders shall be structured into four steps. At the City's sole discretion, additional steps, i.e. demonstrations and more, may be necessarily incorporated into this process to secure the Task Order. The procedures for individual Task Orders shall be as follows:

Step 1: The Contractor shall be notified by the OWNER of the scope of a particular task to be performed, whereupon the Contractor and OWNER shall mutually develop a description of the Task Order Project.

Step 2: The Contractor shall prepare a written Proposed Task Order stating the scope of services within the Work Plan; the schedule; estimated person-hours per phase by category, Contractor's Consultant costs and other direct costs; a list of materials and resources required of the OWNER, and the estimated not-to-exceed fee.

Step 3: Following negotiations and OWNER's approval of the Proposed Task Order, the Task Order will be numbered, and a Purchase Order shall be issued by the OWNER, signifying the approval of the Task Order and constituting the notice to proceed with the work. No work is authorized until the Contractor has been issued a numbered Purchase Order. Work performed prior to such issuance shall be performed at the FIRM's risk.

Step 4: The Contractor shall advise the OWNER of the progress of the work on a monthly basis. Changes or modifications in the Work Plan, which will affect the fee and/or schedule, shall be brought to the attention of the OWNER as soon as the Contractor recognizes the change within the monthly report under "variances" and thereafter in a written Proposed Amendment to the Task Order. Additional work effort beyond the agreed upon Work Plan or schedule shall be authorized by the OWNER in writing, in advance.

H. CITY OF WINCHESTER REQUIRED GENERAL TERMS AND CONDITIONS:

1. APPLICABLE LAWS AND COURTS
2. ANTI-DISCRIMINATION
3. ETHICS IN PUBLIC CONTRACTING
4. IMMIGRATION REFORM AND CONTROL ACT OF 1986
5. DEBARMENT STATUS
6. ANTITRUST
7. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
8. CLARIFICATION OF TERMS
9. PAYMENT
10. PRECEDENCE OF TERMS
11. QUALIFICATIONS OF BIDDERS OR OFFERORS
12. TESTING AND INSPECTION
13. ASSIGNMENT OF CONTRACT
14. SEVERABILITY
15. CHANGES TO THE CONTRACT
16. DEFAULT
17. TAXES
18. USE OF BRAND NAMES
19. TRANSPORTATION AND PACKAGING
20. INSURANCE
21. ANNOUNCEMENT OF AWARD
22. DRUG-FREE WORKPLACE
23. NONDISCRIMINATION OF CONTRACTORS
24. AVAILABILITY OF FUNDS
25. LICENSES AND PERMITS
26. TERMINATION
27. HOLD HARMLESS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the City of Winchester for procurements that are subject to the Winchester City Code unless changed, deleted or revised by the City Attorney.

1. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute following the Winchester City Code, Chapter 21-61. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
2. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Winchester that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious Contractor, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
5. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town or City from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Winchester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Winchester under said contract.
7. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official City form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, the City of Winchester reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.
8. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent, or designee.
9. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted, or actual services performed shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which department is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Winchester shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City of Winchester for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City of Winchester, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to

each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Winchester.

10. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
11. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City of Winchester may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City of Winchester all such information and data for this purpose as may be requested. The City of Winchester reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City of Winchester further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City of Winchester that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
12. **TESTING AND INSPECTION:** The City of Winchester reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
13. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Winchester.
14. **SEVERABILITY OF CONTRACT:** In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
15. **CHANGES TO THE CONTRACT:**
 1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater, without the advance written approval of the City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer (Winchester City Code 21-44).
 2. Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The City of Winchester may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City of Winchester a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Winchester's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Winchester with all vouchers and records of expenses incurred and savings realized. The City of Winchester

shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Winchester within thirty (30) days from the date of receipt of the written order from the City of Winchester. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Winchester Code. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Winchester or with the performance of the contract generally.

16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Winchester, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Winchester may have.
17. **TAXES:** Sales to the City of Winchester are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
18. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City of Winchester to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
19. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
20. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of Winchester of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Winchester must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2010, as follows:
July 1, 2009 - \$2,000,000. This complies with §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Firm	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

21. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agent will publicly post such notice on the City of Winchester's web site (www.winchesterva.gov/purchasing) for a minimum of 10 days.
22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
24. **AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this Contract for any City fiscal year, following the City's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of termination. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.
25. **LICENSES AND PERMITS:** Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to this invitation to bid which is required to have a current and valid City of Winchester business license and, in fact, does not, will not be considered a "responsive bidder" as such term is defined by the Code of Virginia §2.2-4301, as

amended. Any bid received from such an entity may be rejected, at the City's sole option, for that reason alone. In addition, the successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Purchasing Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.

26 **TERMINATION:**

- a. Termination for Convenience: The City may terminate a contract, in whole or in part, whenever the parties determine it to be in their best interest, without showing cause, upon giving ten (10) days written notice to the vendor.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City. The Vendor will be paid for work satisfactorily performed prior to termination.

- 27 **HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.



City of Winchester, Virginia

Office of the City Attorney
Rouss City Hall
22601
540-667-1815
Fax: 667-2259

I. CONTRACT #200806

THIS CONTRACT WAS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2011, BY AND BETWEEN _____, F.I.N. OR S.S. NUMBER _____ (“CONTRACTOR”), AND THE **CITY OF WINCHESTER, VIRGINIA**, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (“CITY”).

WHEREAS, THE CITY HAS PREVIOUSLY ISSUED REQUEST FOR PROPOSAL 200806 (RFP #”200806”), DATED SEPTEMBER 13, 2011, TO PROVIDE SPECIAL EVENT PROMOTION AND RELATED SERVICES, AS MORE FULLY DESCRIBED AND REQUESTED IN THE RFP, AND;

WHEREAS, CONTRACTOR HAS SUBMITTED A PROPOSAL IN RESPONSE TO THE RFP DATED 2011, SIGNED BY _____ WHICH STATES QUALIFICATIONS, SERVICES AND NEGOTIATED PRICING ASSIGNED TO THE CITY.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL PROVIDE THE CITY THE SERVICES OUTLINED IN RFP #200806, WHICH IS INCORPORATED IN ITS ENTIRETY HEREIN BY REFERENCE. THE CITY SHALL PAY THE CONTRACTOR THE ASSIGNED PRICE SCHEDULE. THE CONTRACTOR SHALL FORWARD AN INVOICE FOR SUCH WORK TO THE OTDB EXECUTIVE DIRECTOR ON OR ABOUT THE FIRST AND FIFTEENTH DAYS OF EACH MONTH DURING THE TERM OF THIS CONTRACT. THE CITY SHALL PAY SUCH INVOICE IN ACCORDANCE WITH THE PROMPT PAYMENT ACT PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
2. THE TERM OF THIS CONTRACT SHALL BE A PERIOD FIVE (5) YEARS FROM DATE OF AWARD. THE CITY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS CONTRACT, WITHOUT PENALTY, UPON TEN (10) DAYS WRITTEN NOTICE TO CONTRACTOR. THE PARTIES UNDERSTAND AND AGREE THAT THE CITY, AT ITS SOLE OPTION, MAY RENEW THIS CONTRACT FOR FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS.
3. APPLICABLE LAW AND VENUE: THE PARTIES AGREE THAT THIS CONTRACT FOR SERVICES SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY DISPUTE ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL BE RESOLVED OR OTHERWISE LITIGATED IN THE CIRCUIT COURT FOR THE CITY OF WINCHESTER, VIRGINIA OR THE FOURTH CIRCUIT FEDERAL DISTRICT COURT IN HARRISONBURG, VIRGINIA.

4. IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT.

5. THE CONTRACTOR HAS, AT THE TIME OF ITS EXECUTION OF THIS CONTRACT, PROVIDED THE CITY WITH A CERTIFICATE OF INSURANCE SHOWING THAT IT HAS CURRENTLY IN FORCE ALL OF THE INSURANCE REQUIRED BY RFP #200806. CONTRACTOR COVENANTS THAT SUCH CERTIFICATE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS CONTRACT, AND THAT IT WILL PROMPTLY NOTIFY THE CITY IN THE EVENT, SUCH INSURANCE IS NO LONGER IN EFFECT FOR WHATEVER REASON.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS INSTRUMENT ON THE DATE INDICATED BELOW, WITH ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO CONTRACTOR AND ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO THE CITY.

CONTRACTOR:

CITY OF WINCHESTER:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT A

CONTRACTOR'S DATA SHEET

1.) General:

- a. FIN or FEI Number: _____ if Company, Corporation, or Partnership
- b. Social Security Number _____ if Individual.
- c. How many years has your organization been in business as a Special Event Promoter?

- d. How many years has your organization been in business under its present name?

- e. List the states and licensures in which your organization is legally qualified to do business? _____
- f. *Debarment/Suspension List:* Firms shall confirm in writing that they are not currently on any debarment or suspension list of any local, state or federal government. Any firm found to be listed shall be rejected as non-responsive.

2.) Number of Employees – Bidders shall indicate below the number of employees who will be available to perform the services for the City as specified herein: _____

3.) Resources, Equipment and/or Tools – In the space provided below, Bidders shall indicate the type of systems to be used, software, equipment, automobiles, and tools available to perform the services specified herein (if a Bidder already has an inventory list, then you may attach it with your Bid to satisfy this requirement):

4.) Response Time – Offeror will provide qualified personnel and resources required to perform work/services as specified. Business is located (check one)

- _____ within the City of Winchester
- _____ within 11-25 miles
- _____ other; within _____ miles of the City limits
- _____ within 10 miles
- _____ within 26-50 miles

ATTACHMENT B

Price/Rate Schedule
WINE AND MUSIC FESTIVAL

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: WINE AND MUSIC FESTIVAL

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:	LABOR RATE:	TOTAL COST:
	Principal:	_____ x	_____ =	_____
	Laborer:	_____ x	_____ =	_____
	Event Coordinator:	_____ x	_____ =	_____
	Volunteers:	_____ x	<u>N/A</u> =	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT C

**Price/Rate Schedule
BEER & ALE FESTIVAL**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: BEER & ALE FESTIVAL

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid

ATTACHMENT D

**Price/Rate Schedule
SIP & STROLL**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: SIP & STROLL

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT E
 Price/Rate Schedule
TASTE OF OLD TOWN

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
 All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: TASTE OF OLD TOWN

EVENT LOCATION: _____

A. LABOR HOURS: QTY: LABOR RATE: TOTAL COST:

Principal:	_____	x	_____	=	_____
Laborer:	_____	x	_____	=	_____
Event Coordinator:	_____	x	_____	=	_____
Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT F

Price/Rate Schedule
COMEDY SHOWS

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: COMEDY SHOWS

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:	LABOR RATE:	TOTAL COST:
	Principal:	_____ x	_____ =	_____
	Laborer:	_____ x	_____ =	_____
	Event Coordinator:	_____ x	_____ =	_____
	Volunteers:	_____ x	<u>N/A</u> =	_____

B. ADVERTISING CAMPAIGN:
Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)
Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):
Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):
\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.
By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT G

Price/Rate Schedule
KIDS EXERCISE EVENT

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: KIDS EXERCISE EVENT

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:
Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)
Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):
Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):
\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT H

Price/Rate Schedule
WINCHESTER DAYS

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: WINCHESTER DAYS

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:	LABOR RATE:	TOTAL COST:
	Principal:	_____ x	_____ =	_____
	Laborer:	_____ x	_____ =	_____
	Event Coordinator:	_____ x	_____ =	_____
	Volunteers:	_____ x	<u>N/A</u> =	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL/COMMITTEE MEETING OF: September 25, 2011 **CUT OFF DATE:**

RESOLUTION XX **ORDINANCE** **PUBLIC HEARING**

ITEM TITLE: Application to VDOT for Revenue Sharing Funds - FY 2013-14

STAFF RECOMMENDATION: See attached.

PUBLIC NOTICE AND HEARING: NA

ADVISORY BOARD RECOMMENDATION: NA

FUNDING DATA: See attached.

INSURANCE: NA

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda.

<u>DEPARTMENT</u>	<u>INITIALS FOR APPROVAL</u>	<u>INITIALS FOR DISAPPROVAL</u>	<u>DATE</u>
1. Finance	B		9-17-12
2. Planning	[Signature]		9/17/12
3. Economic Development	[Signature]		9/17/12
4. City Attorney	[Signature]		9/17/2012
5. City Manager	[Signature]		9-20-12
6. Clerk of Council			

Initiating Department Director's Signature: [Signature] Date: 9/18/12



APPROVED AS TO FORM:

[Signature] 9/17/2012
CITY ATTORNEY

Rouss City Hall
15 North Cameron Street
Winchester, VA 22601

Telephone: (540) 667-1815
FAX: (540) 662-3351
TDD: (540) 722-0782
Website: www.winchesterva.gov

AGENDA ITEM MEMORANDUM

Date: Work session – September 25, 2012

Subject: Application to VDOT for Revenue Sharing Funds – FY14

Background:

Applications to VDOT for the FY14 Revenue Sharing Program are due on November 1. As Council is aware, Revenue Sharing funds received from the state need to be matched by City funds. The following table summarizes the current Revenue Sharing funds that the City has already been approved for during the past five years:

Project	Amount of Revenue Sharing Funds from State	Status
Citywide Sidewalk Improvements	\$1 million	Construction completed.
Amherst Street Improvements	\$1.6 million	Construction will be completed by Thanksgiving.
S. Loudoun Drainage Improvements at Abrams Creek	\$1 million	Construction will occur in 2013.
Valley Avenue – Drainage and Sidewalk Improvements between Middle Rd. and City Limits	\$2.5 million	Design will begin this year.

Applications can be submitted for up to \$10 million in state allocations. There has been a significant change in the program this year in that maintenance projects such as street repaving are now eligible. Once approved, design or construction on a Revenue Sharing project must begin within one year or the state may de-allocate the funds.

“To provide a safe, vibrant, sustainable community while striving to constantly improve the quality of life for our citizens and economic partners.”

Project Options

The following table shows the possible projects that the City could utilize Revenue Sharing Funds on:

Proposed Project	Total Estimated Project Cost	Possible Revenue Sharing Application Amount
Meadow Branch Extension	\$4 million	\$2 million
Hope Drive Extension/Papermill & Tevis Realignment	\$8 million	\$4 million
Nester Drive Construction	\$1.5 million	\$750,000
Valley Avenue Drainage Improvements at Whitlock	\$800,000	\$400,000
Sidewalk Replacements	\$2 million	\$1 million
Street Repaving	\$1 million	\$500,000
Total		\$8,650,000

Recommendation

Staff recommends that an application be submitted to VDOT for Revenue Sharing funds for the projects outlined above as prioritized by City Council.



THE COMMON COUNCIL

Rouss City Hall
15 North Cameron Street
Winchester, VA 22601
540-667-1815
TDD 540-722-0782
www.winchesterva.gov

RESOLUTION

SUPPORT FOR APPLICATION OF \$8,650,000 OF REVENUE SHARING FUNDS FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION

At a regularly scheduled meeting of the City of Winchester Common Council held on October 9, 2012, on a motion by *[name of Council or Board member]*, seconded by *[name of Councilor Board member]*, the following resolution was adopted by a vote of *[#]* to *[#]*:

WHEREAS, the City of Winchester desires to submit an application for an allocation of funds of \$8,650,000 through the Virginia Department of Transportation Fiscal Year 2013-14, Revenue Sharing Program; and,

WHEREAS, these funds are requested to fund the following projects:

Proposed Project	Revenue Sharing Application Amount
Meadow Branch Extension	\$2 million
Hope Drive Extension/Papermill & Tevis Realignment	\$4 million
Nester Drive Construction	\$750,000
Valley Avenue Drainage Improvements at Whitlock	\$400,000
Sidewalk Replacements at Various Locations	\$1 million
Street Repaving at Various Locations	\$500,000
Total	\$8,650,000

NOW, THEREFORE, BE IT RESOLVED THAT: The City of Winchester Common Council hereby supports this application for an allocation of \$8,650,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the City of Winchester Common Council hereby grants authority to the City Manager to execute project administration agreements for Revenue Sharing projects.

Resolution No.

ADOPTED by the Common Council of the City of Winchester on the 9th day of October, 2012.

Witness my hand and the seal of the City of Winchester, Virginia.

CITY OF WINCHESTER, VIRGINIA

PROPOSED CITY COUNCIL AGENDA ITEM

CITY COUNCIL/COMMITTEE MEETING OF: 9/25/2012 CUT OFF DATE: 9/19/2012

RESOLUTION xx ORDINANCE PUBLIC HEARING

ITEM TITLE RESOLUTION TO APPROVE AND AUTHORIZE THE MANAGER TO EXECUTE A CONTRACT WITH LANTZ CONSTRUCTION COMPANY FOR THE DEMOLITION AND STABLIZATION OF 119-129 NORTH LOUDOUN STREET (TAYLOR HOTEL).

STAFF RECOMMENDATION: Approval

PUBLIC NOTICE AND HEARING: N/A

ADVISORY BOARD RECOMMENDATION: N/A

FUNDING DATA: The City will utilize \$1,000,000 from the HUD 108 loan and previously authorized and appropriated funds for the work stated above.

INSURANCE: N/A

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda.

<u>DEPARTMENT</u>	<u>INITIALS FOR APPROVAL</u>	<u>INITIALS FOR DISAPPROVAL</u>	<u>DATE</u>
1. Finance	B		9-19-12
2.			
3.			
4.			
5.			
6. City Attorney	[Signature]		9/19/2012
7. City Manager	[Signature]		9-20-12
Initiating Department Director's Signature:	[Signature]		9/19/12 Date



APPROVED AS TO FORM:

[Signature] 9/19/2012 CITY ATTORNEY



Rouss City Hall
15 North Cameron Street
Winchester, VA 22601

Telephone: (540) 667-1815
FAX: (540) 722-3618
TDD: (540) 722-0782
Website: www.winchesterva.gov

To: City Council

From: Jim Deskins, Director of Economic Redevelopment

Subj: Resolution to Approve and Authorize the City Manager to Sign a Contract with Lantz Construction for the Taylor Hotel Stabilization

Date: 9/19/12

Background:

The City of Winchester solicited bids for construction services for the partial demolition and structural stabilization of the Taylor Hotel. The low bidder for this work was Lantz Construction Company from Broadway Virginia.

Current Situation:

In order for the work to proceed on the Taylor Hotel a contract needs to be executed by and between the City of Winchester and Lantz Construction.

Recommendation:

We recommend that the Council approve a resolution authorizing the City Manager to sign the contract with Lantz Construction.

Fiscal/Policy Recommendation

Projected total net City investment \$1,650,000.

RESOLUTION

WHEREAS, the Common Council of the City of Winchester desires to preserve the Taylor Hotel because of the Historic and economic importance of this building to the City of Winchester; and

WHEREAS, the City of Winchester, Virginia has advertised for and received bids under ITB #200848 for the demolition and structural stabilization of the historic Taylor Hotel; and

WHEREAS, the City received three competitive bids for the work mentioned above, and Lantz Construction was determined to be the lowest responsible bidder; and

WHEREAS, the City of Winchester has budgeted an appropriated \$1,650,000.00 to complete this work; and

WHEREAS, on May 12, 2011, the Common Council of the City of Winchester approved by ordinance a tri-party agreement with the Winchester EDA, Wishneff LLC, and the City of Winchester wherein it states Wishneff LLC shall be solely liable for any cost overruns above the agreed upon budget for the total project.

NOW therefore be it **RESOLVED**, that the Common Council for the City of Winchester, Virginia, does hereby approve and authorize the City Manager to execute a contract with Lantz Construction to be prepared in substantial accordance with ITB #200848; which contract shall be submitted to and reviewed and approved by the City Attorney prior to execution, for the work described in ITB #200848.

Copy of ITB #200848 Posted to Council Website