



**CITY COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 22, 2015
7:00 PM
COUNCIL CHAMBERS - ROUSS CITY HALL
AGENDA**

1. Call to Order

2. Public Comments

3. Agenda

- 3.1. Presentation:** Winchester Public Schools Board Restructuring and Project Update
- 3.2. O-2015-25:** AN ORDINANCE TO VACATE A PORTION OF WEST COMMERCIAL STREET RIGHT OF WAY AND CONVEY IT TO THE OWNER(S) OF 143 WEST COMMERCIAL STREET AND 206 WEST WYCK STREET. SV-15-448
- 3.3. O-2015-22:** AN ORDINANCE TO REZONE APPROXIMATELY 16.4 ACRES OF LAND CONTAINING APPROXIMATELY 96 PARCELS, EITHER IN FULL OR IN PART, TO BE INCLUDED IN THE CORRIDOR ENHANCEMENT (CE) DISTRICT; AS DEPICTED ON AN EXHIBIT ENTITLED: "NATIONAL AVE PROPOSED CE DISTRICT" PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015. RZ-15-421
- 3.4. R-2015-32:** Resolution to Approve the PY2014 Consolidated Annual Performance and Evaluation Report (CAPER)
- 3.5. O-2015-23:** AN ORDINANCE TO AMEND ARTICLE IX OF THE WINCHESTER CITY CODE PERTAINING TO ASSEMBLIES, DEMONSTRATIONS AND PARADES
- 3.6. R-2015-33:** A Resolution that Renews and Amends the Special Event Promotion and Related Services Contract Between the City of Winchester and USA Sports and Marketing, LLC
- 3.7. R-2015-34:** Resolution Amending Sections 1.6, 3.9J, 6.2, and 7.8, of the City of Winchester's Comprehensive Employee Management System

3.8. O-2015-24: AN ORDINANCE AMENDING SECTION 13-1-5 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO BONUS INCENTIVES TO INCREASE ALLOWABLE RESIDENTIAL DENSITY FOR PLANNED UNIT DEVELOPMENTS. (Amendment Will Establish Additional Density Bonuses and Allow for PUD Projects to be Considered for Up to 27 Units Per Acre.)

4. Communications

4.A. *Monthly Reports*

4.A.1. WFRD August 2015 Report

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

ITEM TITLE: Winchester Public Schools Board Restructuring and Project Update

PUBLIC HEARING DATE:

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Eden Freeman	Completed	09/16/2015 4:29 PM
Anthony Williams	Completed	09/17/2015 9:55 AM
Eden Freeman	Completed	09/17/2015 12:25 PM


 Eden Freeman, City Manager 9/16/2015



APPROVED AS TO FORM:


 CITY ATTORNEY


 Eden Freeman, City Manager 9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Kari VanDiest, Deputy Clerk of Council
Date: September 22, 2015
Re: Winchester Public Schools Board Restructuring and Project Update

Mark Y. Lineburg, Ed.D.



12 N. Washington Street
Winchester, VA 22601

Date: September 16, 2015
To: Winchester Common Council and City Manager
From: Mark Lineburg, Superintendent of Schools
RE: September Report

Winchester Public Schools is a cutting edge school system. Following is a snapshot of our demographic data along with top accomplishments and challenges facing the school division.

Fall 2015 Demographic Data

Total enrollment: 4,398
 Total students receiving free and/or reduced lunch: 2,738 (62%)
 Total Hispanic population: 1,512 (34 percent)
 Total Black/African American: 547 (12 percent)
 Total American Indian or Alaska Native: 81 (2 percent)
 Total Asian: 102 (2 percent)
 Total White: 2,616 (59 percent)
 Total 2 or More Races: 408 (9 percent)

Top Five Positives

1. Implementation of One-to-One initiative. Every 6th grade student at Daniel Morgan Middle School has been issued a Chrome Book. Our goal is to expand the One-to-One program in grades 5-12 in the next 2-4 years.
2. Vast expansion of preschool program. We have expanded our preschool program from 2 sections to 8 sections through a Federal grant. \$4.1 million grant.
3. Winchester Public Schools is ranked in the top 10 in funding for City school divisions in Virginia.
4. Vast expansion of Career and Technical offerings. During the 2014-2015 school year, we awarded 732 Industry Certifications.
5. Tremendous growth of summer programs. Twenty-six percent of our students attended summer programs.

Top Five Challenges

1. Over 60 percent of our students are on free and reduced lunch. Our economically disadvantaged students are less likely to be in advanced programs.
2. Disproportionality- WPS is a minority majority school division. Our African-American students are suspended from school at a greater rate. In addition, we are disproportionate in the number of students earning advanced diplomas.
3. Building relationships and cultivating opportunities for English Second Language Learners. Winchester has one of the fastest growing ELL rates in the Commonwealth. Nearly 20 percent of our students are ELL with most being at the elementary level.
4. Family Involvement- We must find ways to get families more involved in our school system, especially our most at-risk families.
5. Redistricting and facilities- A comprehensive plan to implement redistricting coupled with the need to program the current Central Administrative Office, John Kerr on Jefferson Street, and Douglas Community Learning Center.



TO: Winchester City Council

FROM: Erica Truban, Chairman, Winchester Public Schools
Mark Lineburg, Superintendent, Winchester Public Schools

DATE: 9/14/2015

SUBJECT: New JKES Update

We appreciate this opportunity to provide an update to the City Council on the new John Kerr Elementary School construction. The project continues to be on time and on budget, and we anticipate no delays in opening the school in August of 2016. The building is approximately 50% complete on construction and payments to the contractor. The owner's contingency balance is healthy with approximately \$470,000 remaining of the \$500,000 available. The School Board will soon be considering two modifications which would result in draws from the contingency account: screening of roof-top HVAC equipment, and construction of a plaza area outside of the cafeteria. There have been no change orders to date.

Currently, the outer shell of the building about 80% completed, with anticipation that the entire building will be enclosed in time for winter weather. This should allow interior work to be completed throughout the winter months, and thus limit any delays in the construction timeline due to weather.

Notable upcoming construction events (next two weeks) include:

- Beginning of exterior brick work
- Complete slanted metal roofing and begin installing horizontal roofing
- Complete HVAC duct work and sprinkler systems

We have attached a copy of the most recent project status report prepared for the School Board, which contains more specific project information, including cost accounting, status of construction activities, and project photos. The next report will be provided at the September 28th school board meeting. Should you have any questions, please do not hesitate to reach out to either of us.

John Kerr Elementary School Project



PPEA Developer: C & S Design & Development Company, LLC

General Contractor: Caldwell & Santmyer

Architect: RRMM Architects

WPS Project Director: Ed Smith

WPS Project Manager: Kevin McKew

Project Report #4

Date: August 24, 2015

Attachment: JKES Construction as of 8-24-15 (DOC-2015-2 : WPS Board Restructuring & Project Update)

Administrative Data
 Architect: RRMM
 General Contractor: Caldwell & Santmyer
 Phase of Work: Construction
 Fund Source: PPEA / G. O Bond Funding

Scope of Work
 Design—build of new elementary school located on extension of Meadow Branch (427 Meadow Branch Ave.)

Upcoming Activities (3 week outlook)
 -Pour elevated slab: media center; 2nd floor main corridor
 -Interior block walls – C Wing
 -Sprinkler mains in classroom wings
 -Prep exterior walls for insulation & brickwork
 -HVAC/Plumbing/Electric/Sprinkler: continue bldg rough-ins
 -Exterior metal framing C Wing

Vital Statistics

Building capacity	650 students	
BLDG lot area	9.24 acres	
Gross	BLDG ground floor area	53,137
	BLDG 2 nd floor area	43,374
	Total BLDG area	96,511
Parking (vehicle)	113 spaces	
Parking (buses)	11 spaces	

Current Project Activities

Perry Engineering	Grading embankments; removal of excess material; prep bus parking lot
RCD Electric	Electric rough-ins; site lighting
Patton Masonry	Cafeteria; gymnasium walls
RBI	Plumbing rough-ins; duct work install
Caldwell Santmyer	Metal framing; exterior wall board; prep for roof installation

Contract Expenditure Data
 (Through Contractor Payment #3 7/31/15)

Original Contract Sum (construction, permits, fees)	19,345,000.00
Net Change by Change Order	0
Contract Sum to Date	19,345,000.00
Total Completed and Stored to Date.....	8,090,642.33
Retainage (5% of Completed Work).....	264,807.00
Retainage (5% of Stored Materials).....	0
Total Retainage.....	264,807.00
Total Earned Less Retainage.....	7,825,237.71
Less Previous Certificates for Payment.....	6,921,370.75
Current Payment Request #7.....	903,866.96
Balance to Finish, Including Retainage.....	11,519,762.29

Budget Data

	INITIAL	CURRENT
Total Cost of Site	1,450,000.00	1,450,000.00
Site Development Costs	1,440,000.00	1,440,000.00
A & E Services	1,300,000.00	1,300,000.00
Hard Building Costs	13,780,000.00	13,780,000.00
Project Administration, Bonds, and Insurance	650,000.00	650,000.00
Allowance	125,000.00	125,000.00
Fee / Overhead & Profit	600,000.00	600,000.00
3rd Party Testing	80,000.00	96,935.00
Commissioning	75,000.00	75,000.00
Owner Contingency	500,000.00	483,065.00
Total Project Cost	20,000,000.00	20,000,000.00

Contingency Account

Item	Amount	Contingency Balance
Project Start	N/A	500,000.00
Budget Transfer to 3rd Party Testing	16,935.00	483,065.00
Printing Cost	477.4	482,587.60
Credit BLDG Permit Fees	+ 15,852.00	498,439.60
Structural Mods for HVAC Equipment Screening	29,533.00	468,906.00

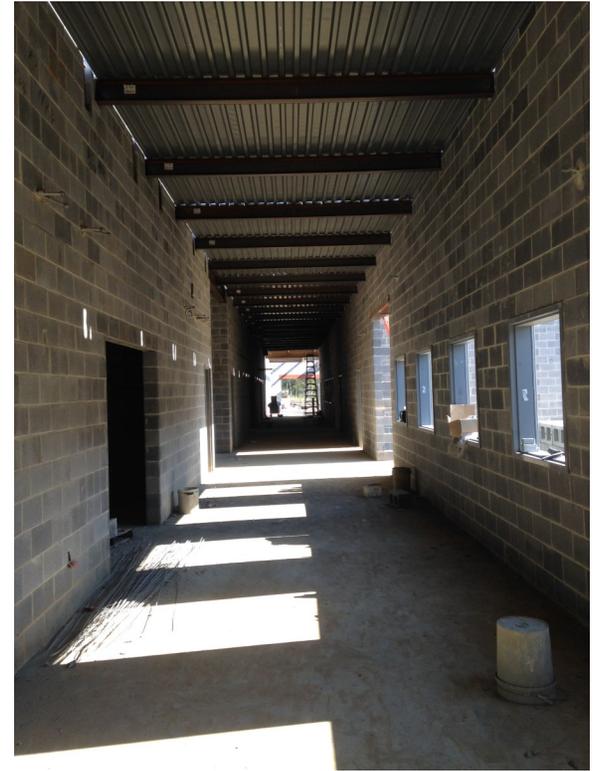
BULLETIN BOARD UPDATES



Admin Suites



Kitchen/Loading Dock



Main Hall First Floor



Gymnasium Walls



Bus Loop



K-1 Wing



Second Floor Metal Decking

**RESOLUTION
OF THE SCHOOL BOARD OF THE CITY OF WINCHESTER, VIRGINIA,
TO RECOMMEND A REDUCTION
IN THE NUMBER OF SCHOOL BOARD MEMBERS**

RECITALS

WHEREAS, pursuant to Article VIII, section 7 of the Virginia Constitution, the supervision of the Winchester City School Division (the “School Division”) is vested in the School Board of the City of Winchester, a Virginia public body corporate (the “School Board”), which is composed of members selected by the Council of the City of Winchester, Virginia (the “Council”) in the manner, term, and number provided by the Charter for the City of Winchester (the “City Charter”), consistent with provisions of the Code of Virginia;

WHEREAS, it appears Section 14.01(A) of the City Charter currently requires that the School Board shall consist of nine members, who shall be appointed by Common Council to serve four-year terms; one member shall be appointed for each of the four districts (wards) in the City; and five members shall be appointed at large; provided, however, no more than three members shall be residents of the same district;

WHEREAS, as a result of there being two vacancies on the School Board, including a vacancy in the representation of Ward 3, there are currently seven members serving on the School Board;

WHEREAS, it appears that Section 14.01(C) of the City Charter and Virginia Code § 22.1-50 currently require the Council to fill the vacancy for any unexpired terms;

WHEREAS, to allow for the continuity of dedicated and experienced leadership in Board governance, the School Board respectfully believes it to be in its best interests that the current two vacancies be filled by the Council;

WHEREAS, it appears additional vacancies will occur following the expiration of School Board member Thomas’ term in 2017, representing Ward 4, and School Board member Di Benedetto’s term in 2018, representing Ward 2, neither of whom seemingly will be eligible for reappointment;

WHEREAS, upon the vacancy of School Board members Thomas and Di Benedetto, Ward 2 and Ward 4 will continue to be represented by other current School Board members also representing those Wards;

WHEREAS, following deliberation and discussion, including opportunity for public input, the School Board finds that a membership consisting of seven School Board

members serving at-large may best promote and provide for the efficient governance of the School Division;

WHEREAS, with having seven School Board members serving at-large, the School Board also finds that having at least one member from each ward and no more than three members from the same ward, will further promote and provide for the efficient governance of the School Division;

WHEREAS, to allow for the continuity of dedicated and experienced leadership, at a time when such leadership is particularly important to the School Division, the School Board regards and recommends to Council that it is in the School Board's best interest to transition its membership to eight members, effective July 1, 2017 upon the expiration of School Board member Thomas' term, and then to remain at seven members, effective July 1, 2018 following the expiration of School Board member Di Benedetto's term;

WHEREAS, any change to the composition of the School Board requires an amendment to the City Charter, an action that the School Board understands must be initiated by the Council and enacted by the General Assembly, by the start of a process which requires the adoption of an ordinance by the Council; and

WHEREAS, to initiate this process, the School Board finds it both constructive and in the School Division's best interests to confirm, affirm and ratify by this formal resolution its advice and recommendation to Council to reduce the number of its members.

NOW, THEREFORE, BE IT RESPECTFULLY RESOLVED BY THE SCHOOL BOARD FOR THE CITY OF WINCHESTER, VIRGINIA:

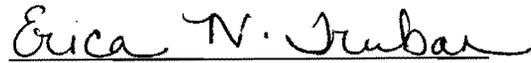
1. The School Board hereby reaffirms, finds and determines that a membership consisting of seven School Board members will best promote and provide for the efficient governance of the School Division beginning July 1, 2018.
2. The School Board hereby respectfully requests and recommends to the Council that it appoint Board members to fill the current two vacancies on the School Board.
3. The School Board hereby respectfully requests and recommends to the Council that it initiate the process to amend the City Charter, a process that ultimately requires approval by the General Assembly, by first adopting an ordinance to amend Section 14.01(A) of the City Charter to state that the School Board of the City of Winchester, Virginia, shall consist of seven members, effective July 1, 2018, and further provide that, notwithstanding this number of School Board members, the School Board shall consist of eight members between the period of July 1, 2017 and

June 30, 2018. The ordinance to amend Section 14.01(A) of the City Charter may further state that, effective July 1, 2018, all members shall be appointed at-large, with at least one member representing each of the four wards; provided, however, no more than three members shall be residents of the same ward.

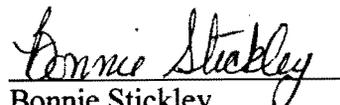
4. The Clerk of the School Board is authorized to transmit a copy of this signed resolution to the Clerk of Common Council, upon direction by the Chair of the School Board, who is authorized to take such further actions and execute such documents as may be necessary to implement this resolution in consultation and cooperation with the Council.

ADOPTED this 24th day of August, 2015.

SCHOOL BOARD OF THE CITY
OF WINCHESTER


Erica Truban, Chair

ATTEST:


Bonnie Stickley
School Board Clerk

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ___ ORDINANCE DESCRIPTION/PRESENTATION ___

ITEM TITLE: SV-15-448 an Ordinance to Vacate a Portion of West Commercial Street Right of Way and Convey it to the Owner(S) of 143 West Commercial Street and 206 West Wyck Street.

PUBLIC HEARING DATE: October 27, 2015 at 6:00 PM

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Josh Crump	Completed	09/16/2015 12:00 PM
Anthony Williams	Completed	09/17/2015 1:55 PM
Eden Freeman	Completed	09/17/2015 4:35 PM

Josh Crump

Josh Crump, Planner

9/16/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager 9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Josh Crump, Planner
Date: September 22, 2015
Re: SV-15-448 an Ordinance to Vacate a Portion of West Commercial Street Right of Way and Convey it to the Owner(S) of 143 West Commercial Street and 206 West Wyck Street.

THE ISSUE:

The request from Green Chemical Company, Inc is to vacate and convey a short segment of public right-of-way off West Commercial Street.

RELATIONSHIP TO STRATEGIC PLAN:

Goal #2- Promote and accelerate revitalization of catalyst and other areas throughout the city

BACKGROUND:

See attached staff report

BUDGET IMPACT:

Nominal revenue from sale of vacated right of way.

OPTIONS:

1. Approve as recommended by Planning Commission
2. Approve with modifications
3. Deny

RECOMMENDATIONS:

Recommend Option 1

**SV-15-448 AN ORDINANCE TO VACATE A PORTION OF WEST
COMMERCIAL STREET RIGHT OF WAY AND CONVEY IT TO THE
OWNER(S) OF 143 WEST COMMERCIAL STREET AND 206 WEST WYCK
STREET.**

WHEREAS, the Common Council has received a request of Mr. Benjamin M. Butler on behalf of Green Chemical Company, Inc., for the City of Winchester, owners of certain public right-of-way along West Commercial Street, to vacate and convey a portion of public right-of-way along West Commercial Street to Green Chemical Company, Inc. depicted on the July 2, 2015 exhibit entitled “Exhibit Showing Proposed Boundary Line Adjustment of Green Chemical Company, Inc.”; and,

WHEREAS, the City is empowered to vacate rights of way in the City and convey them to certain individuals as a condition of vacation pursuant to and in conformance with the provisions of Virginia Code Section §15.2-2006 and §15.2-2008 *et. seq.*, respectively, as amended; and,

WHEREAS, the Planning Commission of the City of Winchester has reviewed the aforesaid request and, at its meeting of September 15, 2015, recommended approval of this action; and,

WHEREAS, a synopsis of this Ordinance has been duly advertised and a Public Hearing has been conducted by the Common Council of the City of Winchester, Virginia, and viewers were appointed to report on the inconvenience, if any, of said vacation, all as required by and provided for under the Code of Virginia, 1950, as amended; and,

WHEREAS, the viewers have prepared a report in writing, said report concluding that an inconvenience would not result from discontinuing the right of way so long as the necessary easements are established; and,

WHEREAS, the applicant is the property owner of 143 West Commercial Street and 206 West Wyck Street immediately adjacent to the north side of the public right of way proposed to be vacated and conveyed; and,

WHEREAS, the City of Winchester, owner of the public right-of-way along West Commercial Street proposed to be vacated and conveyed has no objection to the vacation and conveyance to the owner at 143 West Commercial Street and 206 West Wyck Street; and,

WHEREAS, the Common Council has agreed to convey the vacated alley right of way to the applicant for **Two Dollars and Fifty Cents (\$2.50)** per square foot subject to the applicant establishing necessary easements to the City of Winchester to be depicted upon a survey plat and subject to landscape improvements being undertaken along the Commercial Street frontages of 143 W. Commercial Street and 206 W. Wyck Street by the grantee.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Winchester, Virginia, that the public alley right of way depicted on the July 2, 2015 exhibit entitled “Exhibit Showing Proposed Boundary Line Adjustment of Green Chemical Company, Inc.” be vacated and conveyed to Green Chemical Company, Inc. subject to the applicant establishing necessary easements to the City of Winchester and subject to landscape improvements being undertaken along the Commercial Street frontages of 143 W. Commercial Street and 206 W. Wyck Street by the grantee.

BE IT FURTHER ORDAINED that this ordinance shall not take effect until such

time as the purchaser has secured City approval of an approved Minor Subdivision plat depicting the easements and the required assemblage of the vacated area in with that certain adjoining parcel of real estate owned by the applicant at 143 West Commercial Street and 206 West Wyck Street , with the sale price for the vacated area being **Two Dollars and Fifty Cents (\$2.50)** per square foot. The City Attorney is directed to prepare a deed for this conveyance and the City Manager is directed and authorized to execute all documents and take all actions necessary to carry out this Ordinance.

City Council Work Session
September 22, 2015

SV-15-448 AN ORDINANCE TO VACATE A PORTION OF COMMERCIAL STREET RIGHT OF WAY AND CONVEY IT TO THE OWNER(S) OF 143 WEST COMMERCIAL STREET AND 206 WEST WYCK STREET.

REQUEST DESCRIPTION

The request from Green Chemical Company, Inc is to vacate and convey a short segment of public right-of-way off West Commercial Street.

AREA DESCRIPTION

The subject vacation and property to the south of W. Commercial Street is zoned Limited Industrial (M-1) District. The adjoining properties to the north of W. Commercial Street is zoned Commercial Industrial (CM-District and use a commercial brewery.



1)

STAFF COMMENTS

Mr. Ben Butler, applicant for the property owner, has provided a letter dated August 4, 2015 addressed to the Planning Director, Tim Youmans, outlining the request for the right-of-way vacation. Since there is no significant public safety issues, staff is agreeable to the proposed vacation and conveyance and find it would be acceptable for City Council to consider vacating the small portion of public right-of-way and conveying it to the owners of the subject property.

City Council would need to appoint viewers to determine what, if any, inconvenience would result to affected property owners. The Comprehensive Plan does not call for any changes in the area that would necessitate eliminating or retaining the excess right-of-way.

Council would need to determine what compensation should be received from the grantee of this City property. In the past, land conveyances in commercial district have typically been associated with alternative land being dedicated as public right of way (e.g. Spring Street) or have been offered for sale in the range of two dollars and fifty cents (\$2.50) up to about ten dollars (\$10.00) per square foot of land conveyed. The recently approved Roberts Street conveyance to Mr. Pifer was at \$2.50. That conveyance was associated with a commercial development project that was pending site plan approval at the time of the request and has since been approved. The Green Chemical Company adjoining the proposed vacation area is currently assessed at \$5.00 per square foot. No development proposal is pending for the Green Chemical or Doyle's site to staff's knowledge. Staff suggests that the Council consider a conveyance at an amount less than assessed value in return for the grantees (i.e. the property owners at Doyle's and Green Chemical undertake nominal frontage improvements. A Minor Subdivision would also be required to assemble the vacated area into the adjoining property.

RECOMMENDATION

Based upon the input from relevant City officials, the Planning Commission forwarded **SV-15-448** to City Council recommending approval of vacation and conveyance of the subject right-of-way to the owner of 143 West Commercial Street and 206 West Wyck Street to be assembled into that property because the request does not conflict with the comprehensive plan.

AN ORDINANCE TO VACATE A PORTION OF COMMERCIAL STREET RIGHT OF WAY
AND CONVEY IT TO THE OWNER(S) OF 143 WEST COMMERCIAL STREET
AND 206 WEST WYCK STREET.
SV-15-448

WHEREAS, the Common Council has received a request of Mr. Benjamin M. Butler on behalf of Green Chemical Company, Inc., for the City of Winchester, owners of certain public right-of-way along West Commercial Street, to vacate and convey a portion of public right-of-way along West Commercial Street to Green Chemical Company, Inc. depicted on the July 2, 2015 exhibit entitled "Exhibit Showing Proposed Boundary Line Adjustment of Green Chemical Company, Inc."; and,

WHEREAS, the City is empowered to vacate rights of way in the City and convey them to certain individuals as a condition of vacation pursuant to and in conformance with the provisions of Virginia Code Section §15.2-2006 and §15.2-2008 *et. seq.*, respectively, as amended; and,

WHEREAS, the Planning Commission of the City of Winchester has reviewed the aforesaid request and, at its meeting of September 15, 2015, recommended approval of this action; and,

WHEREAS, a synopsis of this Ordinance has been duly advertised and a Public Hearing has been conducted by the Common Council of the City of Winchester, Virginia, and viewers were appointed to report on the inconvenience, if any, of said vacation, all as required by and provided for under the Code of Virginia, 1950, as amended; and,

WHEREAS, the viewers have prepared a report in writing, said report concluding that an inconvenience would not result from discontinuing the right of way so long as the necessary easements are established; and,

WHEREAS, the applicant is the property owner of 143 West Commercial Street and 206 West Wyck Street immediately adjacent to the north side of the public right of way proposed to be vacated and conveyed; and,

WHEREAS, the City of Winchester, owner of the public right-of-way along West Commercial Street proposed to be vacated and conveyed has no objection to the vacation and conveyance to the owner at 143 West Commercial Street and 206 West Wyck Street; and,

WHEREAS, the Common Council has agreed to convey the vacated alley right of way to the applicant for **Two Dollars and Fifty Cents (\$2.50)** per square foot subject to the applicant establishing necessary easements to the City of Winchester to be depicted upon a survey plat and subject to landscape improvements being undertaken along the Commercial Street frontages of 143 W. Commercial Street and 206 W. Wyck Street by the grantee.

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BE IT FURTHER ORDAINED that this ordinance shall not take effect until such time as the purchaser has secured City approval of an approved Minor Subdivision plat depicting the easements and the required assemblage of the vacated area in with that certain adjoining parcel of real estate owned by the applicant at 143 West Commercial Street and 206 West Wyck Street, with the sale price for the vacated area being **Two Dollars and Fifty Cents (\$2.50)** per square foot. The City Attorney is directed to prepare a deed for this conveyance and the City Manager is directed and authorized to execute all documents and take all actions necessary to carry out this Ordinance.

Benjamin M. Butler, P.L.C.

112 South Cameron Street
P. O. Drawer 830
Winchester, Virginia 22604-1297
(540) 662-3486
Facsimile (540) 722-3787
E-Mail: bmblaw1@comcast.net
bmblaw2@comcast.net

Peter K. McKee (1934-1967)
Benjamin M. Butler

August 4, 2015

Attn: Timothy Youmans, City Planner
City of Winchester Planning Department
Rouss City Hall
15 North Cameron Street
Winchester, VA 22601

IN RE: Green Inc.
MY FILE NO. 2014-0017

Dear Mr. Youmans:

This letter is written in support of the right-of-way vacation application made by Green Inc. for other property along the south side of West Commercial Street near its intersection with Fairmont Avenue in the City of Winchester, Virginia.

It has been determined by surveyor, Marsh & Legge Land Surveyors, PLC, that Tax Parcel 153-01-1-4 does not front on West Commercial Street but rather there is a strip of land, six feet in width, not needed by the City of Winchester for Commercial Street, which is generally 50 feet wide at all locations until it fronts on Tax Parcel 153-01-1-6 and Tax Parcel 153-01-1-4.

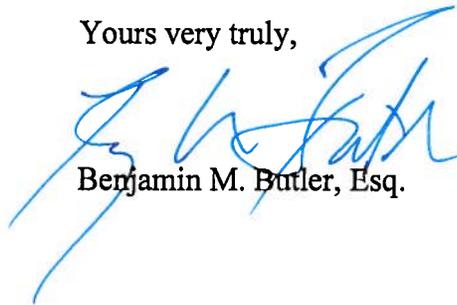
It is therefore proposed that the City of Winchester vacate and transfer to Green Inc. the land containing 0.0216 acres along and contiguous with the northern boundary of Tax Parcel 153-01-I-4, as well as the 0.0090 acres contiguous along the northern boundary of Green Inc., Tax Parcel 153-01-I-6, and a third piece, which is 0.0006 acres along northwest Tax Parcel 153-01-I-3. All of the above tax parcels are owned by Green Inc. and will assist it in becoming less non-conforming with reference to its property known as Tax Parcels 13-01-I-3 and 153-01-I-6.

Attached hereto is the plat drawn by Marsh & Legge dated July 2, 2015, which shows in red the line of the property to be determined to be excess lands for the City of Winchester and the blue line which indicates the line to be created. If the City of Winchester agrees to convey these three small strips of land totaling 0.0212 acres, Green Inc. will then be in a position to boundary adjust tax parcels 153-01-I-3 and 153-01-I-6 to allow Green Inc. to sell the property at 143 and 151 West Commercial Street to the Whittington's who operate the Doyle's Equipment Company.

Mr. Timothy Youmans
August 4, 2015
Page 2

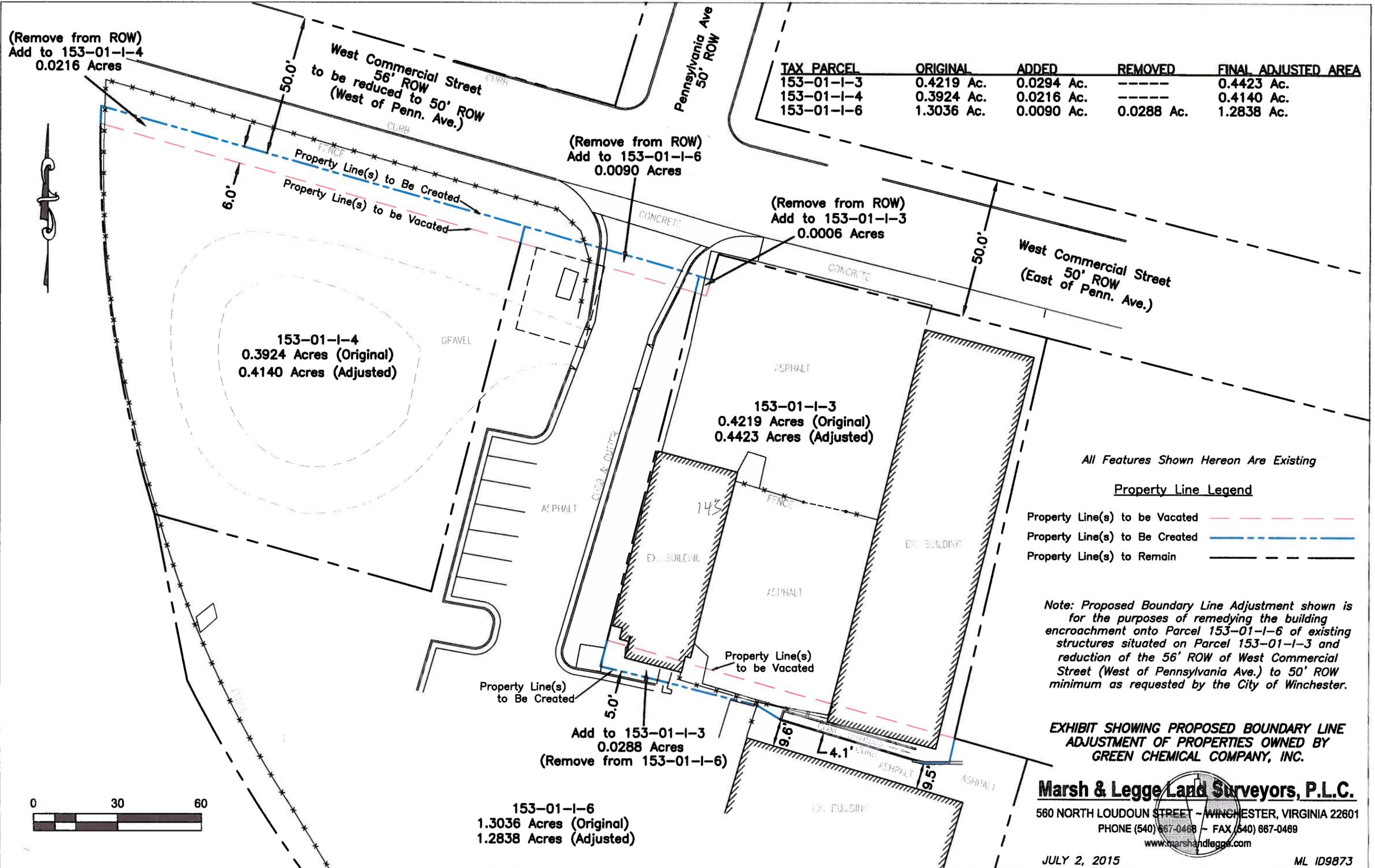
Attached hereto as Exhibit #2 is the letter from the surveyors, Marsh & Legge Land Surveyors, P.L.C., dated May 21, 2015 which made the determination that the land is owned by the City of Winchester. Also attached as Exhibit #3 are the Deeds upon which the surveyor relies to make the determination of title in the City of Winchester.

Yours very truly,

A handwritten signature in blue ink, appearing to read "B. M. Butler", is written over the typed name.

Benjamin M. Butler, Esq.

BMB/hp
Enclosures
cc: Green Inc. c/o Liz White via email



TAX PARCEL	ORIGINAL	ADDED	REMOVED	FINAL ADJUSTED AREA
153-01-1-3	0.4219 Ac.	0.0294 Ac.	-----	0.4423 Ac.
153-01-1-4	0.3924 Ac.	0.0216 Ac.	-----	0.4140 Ac.
153-01-1-6	1.3036 Ac.	0.0090 Ac.	0.0288 Ac.	1.2838 Ac.

153-01-1-4
0.3924 Acres (Original)
0.4140 Acres (Adjusted)

153-01-1-3
0.4219 Acres (Original)
0.4423 Acres (Adjusted)

153-01-1-6
1.3036 Acres (Original)
1.2838 Acres (Adjusted)

All Features Shown Hereon Are Existing

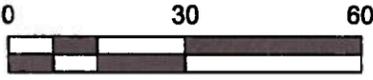
Property Line Legend

- Property Line(s) to be Vacated - - - - -
- Property Line(s) to Be Created - - - - -
- Property Line(s) to Remain - - - - -

Note: Proposed Boundary Line Adjustment shown is for the purposes of remedying the building encroachment onto Parcel 153-01-1-6 of existing structures situated on Parcel 153-01-1-3 and reduction of the 56' ROW of West Commercial Street (West of Pennsylvania Ave.) to 50' ROW minimum as requested by the City of Winchester.

EXHIBIT SHOWING PROPOSED BOUNDARY LINE ADJUSTMENT OF PROPERTIES OWNED BY GREEN CHEMICAL COMPANY, INC.

Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET - WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 - FAX (540) 667-0469
www.marshandlegge.com



JULY 2, 2015

ML ID9873

MARSH & LEGGE LAND SURVEYORS, P.L.C.

560 North Loudoun Street, Winchester, VA 22601 ■ 540-667-0468 ■ Fax: 540-667-0469 ■ E-mail: office@marshandlegge.com

May 21, 2015

Benjamin M. Butler, Esquire
Attorney at Law
112 South Cameron Street
Winchester, Virginia 22601

Re: Green Chemical – Doyle's Equipment
City of Winchester, Virginia
M & L Project No. 9873

Dear Mr. Butler:

Enclosed with this letter you will find one copy of our exhibit plat showing the Green Chemical Company properties that are being conveyed to the Whittington's known as Doyle's Equipment Company.

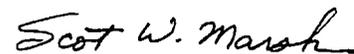
Based on our meeting with Tim Youmans of the City of Winchester and Ron Mislowsky, P.E., we have completed additional deed research and survey for the Commercial Street right of way line and for the property line adjustment along the rear of the Doyle's Equipment property. We have adjusted the property line of the Doyle's Equipment Company lot to provide for a minimum of a four-foot offset from the building. This adjusted boundary line provides for adequate spacing as required by the building inspector for the fire code. The exhibit also presents the distance from the existing Green Chemical Company building to the new adjusted property line which is, at its closest distance, 9.5 feet.

The second item that was discussed with Tim Youmans was the unusual right of way line along West Commercial Street that fronts the property designated as 151 West Commercial Street and the parcel that will be retained by Green Chemical Company. Our deed research revealed that the right of way for Commercial Street is dedicated to the City of Winchester by two separate deeds (see attached deeds and plats). The first deed created Pennsylvania Avenue, which was created prior to Commercial Street (Deed Book 82 – Page 504). The second deed is that portion of Commercial Street from Pennsylvania Avenue west to the railroad and is 56 feet wide (Deed Book 91 – Page 73). Based on this information, we understand that the City would require only a 50-foot wide right of way and, therefore, we have shown a proposed right of way adjustment along the subject parcels that would allow for a 50-foot wide right of way of Commercial Street.

Your review of this information would be helpful. We understand that Ron Mislowsky will be coordinating with you to provide the application for this variance and adjustment of the property line. After the variance has been approved, we will proceed with completing the actual boundary line adjustment plat for the subject parcels.

Should you have any questions, please do not hesitate to call.

Sincerely,



Scot W. Marsh, L.S.

SWM/clh
Enclosures

Copy to: Ronald A. Mislowsky, P.E. (via e-mail)

DB 91 - PG 73

Fred L. Glaize, Jr., et al

TO: DEED

No. 303

City of Winchester, Va.

No Tax

BOOK 91 PAGE 73

THIS DEED made and dated this 12th day of May, 1955, between Fred L. Glaize, Jr. and Elizabeth P. Glaize, his wife; and Philip B. Glaize and Dorothy H. Glaize, his wife, of the one part, hereinafter called the Grantors, and the City of Winchester, Virginia, of the other part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the cash sum of Ten (\$10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the Grantors do hereby grant and convey with general warranty of title, unto the Grantee, in fee simple, all of that certain strip or parcel of land lying and being situate in the City of Winchester, Virginia, known as Commercial Street, Extended, and more particularly described by plat and survey herewith attached and made a part hereof as if fully incorporated herein, as follows:

"Beginning at a stake at the southwest corner of Pennsylvania Avenue as dedicated by C.A. Pugh; thence with the West property line of Pennsylvania Avenue reversed, N. 22° 36' E. 56 feet to a corner to said Glaize's other land in the West property line of said Avenue; thence with said Glaize's other land N. 68° 02' W. 175.32 feet to a point in the East right of way line of the Pennsylvania Railroad; thence with the East right of way line of said Railroad, S 2° 33' E. 46.42 feet; thence S. 7° 52' E. 16.2 feet to a corner to the warehouse lot; thence with the North line of said lot, S 68° 02' E. 117.3 feet to the beginning," and being a portion of a larger tract of land conveyed to Fred L. Glaize, Jr. and Philip B. Glaize, by Clayton Pugh, et ux, by Deed dated March 4, 1955, recorded in the Clerk's office of the Corporation Court of the City of Winchester, Virginia, in Deed Book 82, page 511, to which reference is made.

Said Grantors covenant that they have a right to convey said property to the Grantee; that said Grantee shall have quiet possession of said land free from all encumbrances and that they will execute such further assurances of said land as may be requisite.

J. RANDOLPH LARRICK

Witness the following signatures and seals this date above written:

Handwritten signatures and seals for Fred L. Glaize, Jr., Elizabeth P. Glaize, Philip B. Glaize, and Dorothy H. Glaize.

Attachment: Additional Materials for SV-15-448 (O-2015-25 : Right-Of-Way Vacation for a Portion of W. Commercial Street (SV-15-448))

DB91-74

STATE OF VIRGINIA,
COUNTY OF Winchester

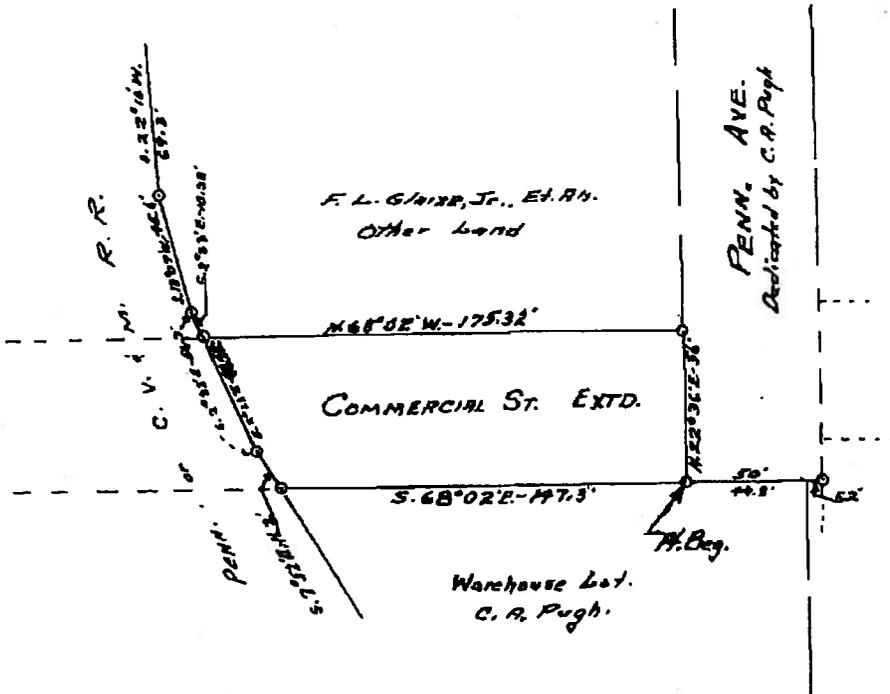
BOOK 91 PAGE 74

I, Ernest M. Turner, a Notary Public in and for the State and County aforesaid, do hereby certify that Fred L. Glaize, Jr. and Elizabeth P. Glaize, his wife, Philip S. Glaize and Dorothy H. Glaize, his wife, whose names are signed to the foregoing writing, bearing date May 12th, 1955, have personally appeared before me and acknowledged the same in my County and State aforesaid.

My commission expires July 12, 1955

Given under my hand this 12th day of May, 1955.

Ernest M. Turner
Notary Public



PLAT
OF
COMMERCIAL ST. EXTD.
MARCH, 1956 - SCALE - 1" = 50'

The following is a description of the above piece or parcel of land now owned by Fred L. Glaize, Jr. et al, and being a part of said land purchased by said Glaize from C. A. Pugh. Said strip of land is for the purpose of extending Commercial Street from Pennsylvania Avenue west to the Pennsylvania Railroad right of way.

"Beginning at a stake at the southwest corner of Pennsylvania Avenue as dedicated by C. A. Pugh, thence with the west property line of Pennsylvania Avenue reversed, N. 22° 36' E. 56 feet to a corner to said Glaize's other land in the west property line of said Avenue; thence with said Glaize's other land N. 68° 02' W. 175.32 feet to a point in the east right of way line of the Pennsylvania Railroad; thence with the east right of way line of said Railroad, S. 20° 33' E. 46.42 feet; thence S. 7° 52' E. 16.2 feet to a corner to the warehouse lot; thence with the north line of said lot, S. 68° 02' E. 147.3 feet to the beginning."

VIRGINIA,
CITY OF WINCHESTER.

This instrument of writing was produced to me on the 23rd day of July, 1958
at 11:30 A.M. and with certificate of acknowledgment thereto annexed was admitted
to record.

J. M. Menzies Clerk

Attachment: Additional Materials for SV-15-448 (O-2015-25 : Right-Of-Way Vacation for a Portion of W. Commercial Street (SV-15-448))

DB 82 - PG 504

Witness the following signatures and seals this day and year first above written.

Approved by Common Council, City of Winchester, Va. March 8, 1955 S. L. Grant, City Manager	Thomas G. Scully (SEAL) Bentley T. Scully (SEAL) James R. Wilkins (SEAL) Mary O'B. Wilkins (SEAL)
---	--

State of Virginia,
County of Frederick, to-wit:

I, Wanda M. Riley, a Notary Public for the County aforesaid in the state of Virginia, do certify that Thomas G. Scully, Bentley T. Scully, James R. Wilkins and Mary O'B. Wilkins whose names are signed to the writing above bearing date on the 19th day of February, 1955, have acknowledged the same before me in my County aforesaid.

Given under my hand this 19th day of February, 1955.

Wanda M. Riley, Notary Public

My commission expires May 5, 1958.

Virginia, City of Winchester, Set:

This instrument of writing bearing date on the 19th day of February, 1955 was produced to me on the 9th day of March, 1955 at 10 A.M. and with certificate of acknowledgement thereto annexed was admitted to record.

DB 82 p. 504

Wanda M. Riley Deputy Clerk.

Clayton A. Pugh, et al

To Deed

City of Winchester

No Tax

Delivered to City of Winchester 3/11/55

Spanner
NO. 174

THIS DEED made and dated this 4th day of March, 1955, by and between Clayton A. Pugh and Violet D. Pugh, his wife, parties of the first part; and the City of Winchester, a municipal corporation, created and existing under and by virtue of the laws of the Commonwealth of Virginia, party of the second part.

WITNESSETH: THAT for and in consideration of One Dollar (\$1), and other valuable consideration, paid by the party of the second part to the parties of the first part on or before the delivery of this deed, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant, sell and convey unto the party of the second part, and its successors in title, a certain parcel of land, situate west of Loudoun Street, in the northern section of the City of Winchester, Virginia, containing 0.65 Acres, designated as Parcel "B", and more particularly described by metes and bounds as follows, to-wit:

"Beginning at a point in the southern curb line of Oates Avenue, the said point being located by measuring 20 ft. eastwardly along the said line from the center line of Pennsylvania Avenue, running with the said line N 66° W. 33 ft; thence N. 24° E. 2.2 ft; thence N. 66° W. 12 ft. to a stake corner to Parcel "A" thence with the two following lines of the said Parcel S. 24° W. 132.8 ft thence S. 22° 36' W. 455.7 ft. to a stake in the Northern line of the warehouse lot; thence with the said line S 68° 02' E. 45.8 ft. to a stake corner to the said lot, and continuing with a line of the remaining portion of the said Fairgrounds Tract S 68° 02' E-50 ft IN ALL, to a Stake; thence with another line of the said Other Lot N 22° 36' E-454.55 ft. to a stake in the Southern line of Lot -1 fronting Oates Avenue; thence with the said line N 66° W-5 ft to a stake corner to the said lot; thence with the western line of the said Lot N. 24° E. 120 ft. to a stake corner in the southern Property line of Oates Avenue, and continuing N 24° E-130 ft., IN ALL, TO THE BEGINNING".

The Plat and Survey, dated February 21, 1955, referred to in the above description,

Attachment: Additional Materials for SV-15-448 (O-2015-25 : Right-Of-Way Vacation for a Portion of W. Commercial Street (SV-15-448))

DBBZ - P6505

was prepared by Lee A. Ebert, Certified Land Surveyor, and is attached to and made a part of this deed.

This is a part of the real property known as the Old Fair Grounds, land, and a part of the land conveyed to Clayton A. Pugh by deed of The Commercial and Savings Bank, of Winchester, Virginia, Administrator, c.t.a. of the estate of Arthur C. Oates, deceased, bearing date January 12, 1954, and of record in the Office of the Clerk of the Corporation Court for the City of Winchester, Virginia, in Deed Book 80, at page 176. Reference is here made to the plat and survey above mentioned, the aforesaid deed, and the references therein contained, for a further and more particular description of the property herein conveyed.

WHEREAS, Clayton A. Pugh and wife executed a deed of trust, bearing date January 14, 1954, of record in the aforesaid Corporation Clerk's Office in Deed Book 80, at page 180, conveying seven parcels of realty (the land herein conveyed being a portion of Parcel 6) to J. Sloan Kuykendall and Henry H. Whiting, Trustees, in trust to secure the payment, principal and interest, of one bond, of even date with the deed of trust, in the principal sum of \$47,000.00, payable to The Handley Board of Trustees, Winchester, Virginia.

IN CONSIDERATION of the payment of One Dollar (\$1) to The Handley Board of Trustees, Winchester, Virginia, and J. Sloan Kuykendall and Henry H. Whiting, Trustees, the receipt of which they do hereby acknowledge, The Handley Board of Trustees, and J. Sloan Kuykendall and Henry H. Whiting, Trustees, at the request and direction of the Handley Board of Trustees, join in the execution of this deed for the purpose of releasing the property hereby conveyed from the lien of said deed of trust, expressly retaining the lien of said deed of trust on the other property therein described.

Witness the signatures and seals of Clayton A. Pugh and Violet D. Pugh; witness the signatures and seals of J. Sloan Kuykendall, Trustee, and Henry H. Whiting, Trustee, and Witness the signature of The Handley Board of Trustees, Winchester, Virginia, by its President, Charles H. Harper, and the Seal of said Board, duly affixed and attested by its Secretary, C. Vernon Eddy.

Clayton A. Pugh (SEAL)

Violet D. Pugh (SEAL)

J. Sloan Kuykendall, Trustee (SEAL)

Henry H. Whiting, Trustee (SEAL)

Corporate seal.
Attest: C. Vernon Eddy, Secretary

The Handley Board of Trustees,
Winchester, Virginia

By Charles H. Harper, President

Approved by Common Council, City of
Winchester, Va. March 8, 1955.

S. L. Grant, City Manager.

State of Virginia,
County of Frederick, to-wit:

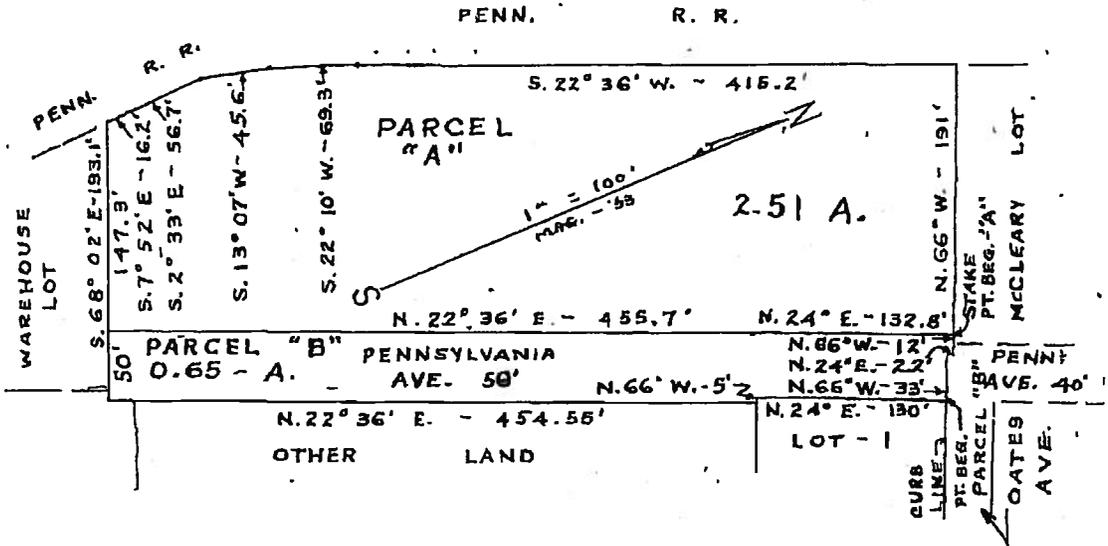
I, Irene H. Clark, a Notary Public in and for the County of Frederick, State of Virginia, hereby certify that Clayton A. Pugh, Violet D. Pugh, his wife, J. Sloan Kuykendall, Trustee, Henry H. Whiting, Trustee, and Charles H. Harper, and C. Vernon Eddy, President and Secretary, respectively, of The Handley Board of Trustees, Winchester, Virginia, whose names are signed to the foregoing and annexed writing bearing date on the 4th day of March, 1955, each has this day personally appeared before me and acknowledged the same in my County and State aforesaid.

My commission as Notary Public expires August 18, 1957.

Attachment: Additional Materials for SV-15-448 (O-2015-25 : Right-Of-Way Vacation for a Portion of W. Commercial Street (SV-15-448))

Given under my hand this 4th day of March, 1955.

Irene H. Clark, Notary Public.



The above plat is a survey of Two Parcels of the Old Fairgrounds land.

The said land lies in the northern section of the city of Winchester, Virginia;

PARCEL "A"-2.51 Acres: Beginning at a stake in the southern line of the McCleary Lot fronting Pennsylvania Avenue, the said stake being located by measuring 25 ft. westwardly along the said line from the center line of Pennsylvania Avenue, running with the said line N 66° W-191 ft. to a stake in the eastern right-of-way line of the Pennsylvania Railroad; thence with the five following Right-of-Way lines S 22° 36' W- 415.2 ft; thence S. 22° 10' W-69.3 ft; thence S. 13° 07' W-45.6 ft; thence S. 2° 33' E-56.7 ft; thence S. 7° 52' E -16.2 ft to a stake corner to the Warehouse Lot; thence with a line of the said Lot S. 68° 02' E- 147.3 ft. to a stake corner to Parcel "B"; thence with the two following lines of the said Parcel N 22° 36' E-455.7 ft; thence N. 24° E -132.8 ft to the beginning.

PARCEL "B"-0.65 Acres: Beginning at a point in the southern curb line of Oates Avenue, the said point being located by measuring 20 ft. eastwardly along the said line from the center line of Pennsylvania Avenue, running with the said line N 66° W- 33 ft; thence N. 24° E-2.2 Ft; thence N 66° W; 12 ft to a stake corner to Parcel "A"; thence with the two following lines of the said Parcel S 24° W- 132.8 ft; thence S 22° 36' W -455.7 ft to a stake in the northern line of the Warehouse Lot; thence with the said line S 68° 02' E-45.8 ft to a stake corner to the said Lot, and continuing with a line of the remaining Portion of the said Fairgrounds Tract, S 68° 02' E- 50 ft. IN ALL, to a stake; thence with another line of the said other land N 22° 36' E. 454.55 ft, to a stake in the southern line of Lot -1 fronting Oates Avenue; thence with the said line N 66° W. 5 ft to a stake corner to the said Lot; thence with the Western line of the said Lot N 24° E. 120 ft. to a stake corner in the southern property line of Oates Avenue, and continuing N 24° E- 130 ft., IN ALL, to the beginning.

Surveyed---February 21, 1955

Lee A. Ebert

Certified Land Surveyor

Comm. of Virginia #484.

Virginia, City of Winchester, Set;

This instrument of writing bearing date on the 4th day of March, 1955 was produced to me on the 9th day of March, 1955 at 10 A.M. and with certificate of acknowledgement thereto annexed was admitted to record.

Deputy Clerk.

Attachment: Additional Materials for SV-15-448 (O-2015-25 : Right-Of-Way Vacation for a Portion of W. Commercial Street (SV-15-448))

(Remove from ROW)
Add to 153-01-1-4
0.0216 Acres

West Commercial Street
56' ROW (DB 91 PG 73)
to be reduced to 50' ROW
(West of Penn. Ave.)

(Remove from ROW)
Add to 153-01-1-6
0.0090 Acres

TAX PARCEL	ORIGINAL	ADDED	REMOVED	FINAL ADJUSTED AREA
153-01-1-3	0.4219 Ac.	0.0294 Ac.	-----	0.4501 Ac.
153-01-1-4	0.3924 Ac.	0.0216 Ac.	-----	0.4140 Ac.
153-01-1-6	1.3036 Ac.	0.0090 Ac.	0.0276 Ac.	1.2850 Ac.

(Remove from ROW)
Add to 153-01-1-3
0.0006 Acres

West Commercial Street
50' ROW
(East of Penn. Ave.)

Property Line(s) to Be Created
Property Line(s) to be Vacated

25'x6' Water Meter Easement Hereby Created
Ex. 25'x30' Water Meter Easement DB 251 PG 254

153-01-1-4
0.3924 Acres (Original)
0.4140 Acres (Adjusted)

153-01-1-3
0.4219 Acres (Original)
0.4501 Acres (Adjusted)

All Features Shown Hereon Are Existing

Property Line Legend

- Property Line(s) to be Vacated ---
- Property Line(s) to Be Created ---
- Property Line(s) to Remain ---

Note: Proposed Boundary Line Adjustment shown is for the purposes of remedying the building encroachment onto Parcel 153-01-1-6 of existing structures situated on Parcel 153-01-1-3 and reduction of the 56' ROW of West Commercial Street (West of Pennsylvania Ave.) to 50' ROW minimum as requested by the City of Winchester.

EXHIBIT SHOWING PROPOSED BOUNDARY LINE ADJUSTMENT OF PROPERTIES OWNED BY GREEN CHEMICAL COMPANY, INC.

Marsh & Legge Land Surveyors, P.L.C.
560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469
www.marshandlegge.com

JULY 2, 2015

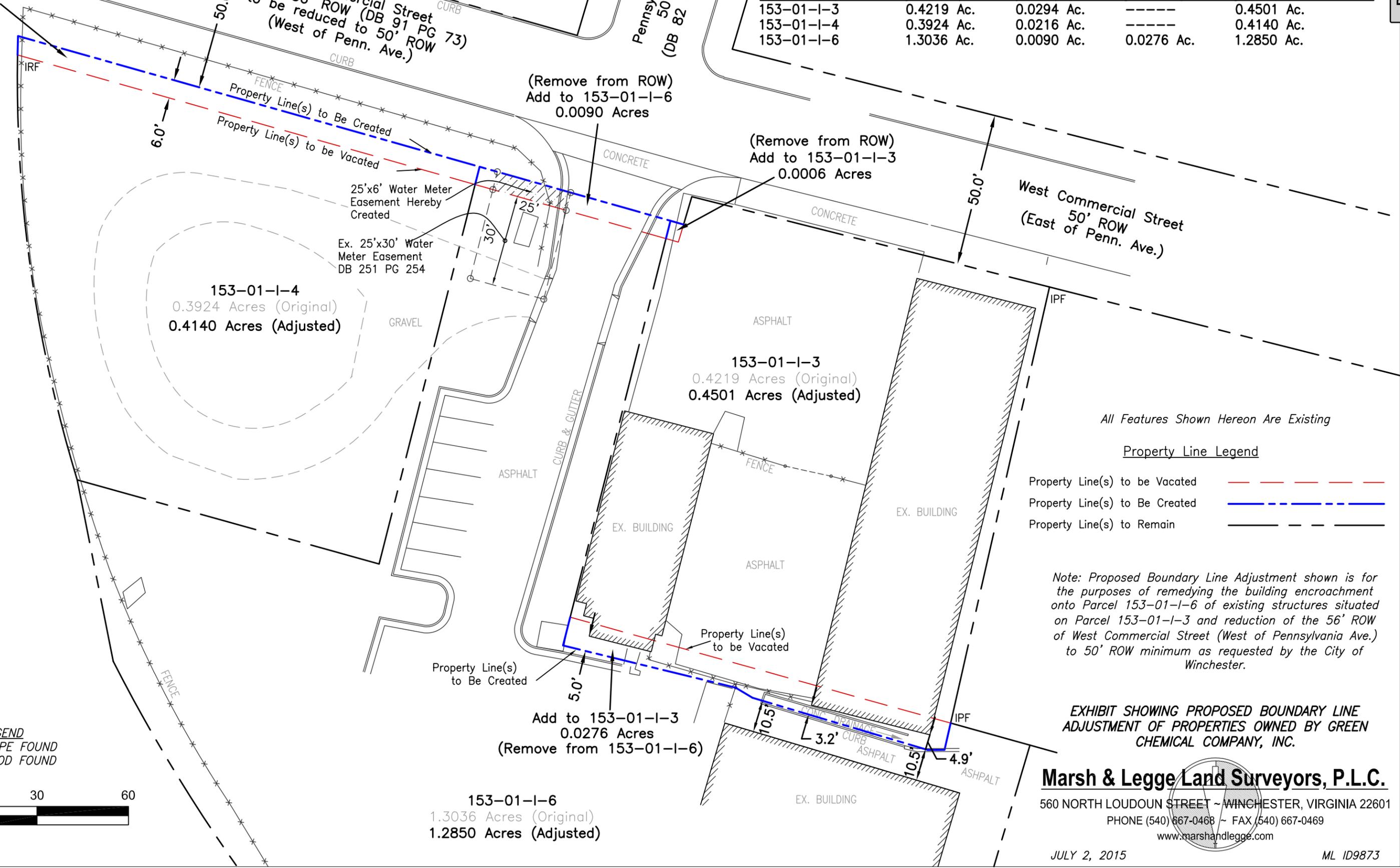
ML ID9873

LEGEND
IPF - PIPE FOUND
IRF - ROD FOUND



153-01-1-6
1.3036 Acres (Original)
1.2850 Acres (Adjusted)

Add to 153-01-1-3
0.0276 Acres
(Remove from 153-01-1-6)



CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ___ ORDINANCE DESCRIPTION/PRESENTATION ___

ITEM TITLE: Rz-15-421 an Ordinance to Rezone Approximately 16.4 Acres of Land Containing Approximately 96 Parcels, Either in Full or in Part, to be Included in the Corridor Enhancement (CE) District; as Depicted on an Exhibit Entitled: "National Ave Proposed CE District" Prepared by Winchester Planning Department on 6/23/2015.

PUBLIC HEARING DATE: October 27, 2015 at 12:00 AM

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Josh Crump	Completed	09/15/2015 4:22 PM
Anthony Williams	Completed	09/17/2015 10:21 AM
Eden Freeman	Completed	09/17/2015 12:24 PM

Josh Crump

Josh Crump, Planner

9/15/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager

9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Josh Crump, Planner
Date: September 22, 2015
Re: Rz-15-421 an Ordinance to Rezone Approximately 16.4 Acres of Land Containing Approximately 96 Parcels, Either in Full or in Part, to be Included in the Corridor Enhancement (CE) District; as Depicted on an Exhibit Entitled: "National Ave Proposed CE District" Prepared by Winchester Planning Department on 6/23/2015.

THE ISSUE:

This is a city-initiated rezoning to establish the boundaries of the National Avenue Corridor Enhancement District that was created by City Council in 2005.

RELATIONSHIP TO STRATEGIC PLAN:

Goal #2: Promote and accelerate revitalization of catalyst and other areas throughout the city

BACKGROUND:

See Attached Staff Report

BUDGET IMPACT:

N/A

OPTIONS:

1. Approve as recommended by Planning Commission
2. Table request
3. Deny request

RECOMMENDATIONS:

Approve as recommended by Planning Commission

RZ-15-421 AN ORDINANCE TO REZONE APPROXIMATELY 16.4 ACRES OF LAND CONTAINING APPROXIMATELY 96 PARCELS, EITHER IN FULL OR IN PART, TO BE INCLUDED IN THE CORRIDOR ENHANCEMENT (CE) DISTRICT; AS DEPICTED ON AN EXHIBIT ENTITLED: "NATIONAL AVE PROPOSED CE DISTRICT" PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015.

WHEREAS, the Planning Commission resolved at its August 18, 2015 meeting to initiate the rezoning of this land as a publicly sponsored rezoning; and,

WHEREAS, it is in the interest of the City to protect and promote the aesthetic character and functionality of major tourist access corridors leading into the local and national Historic Winchester District; and,

WHEREAS, it is in the interest of the City to promote the general welfare of the community by attracting visitors and generating business through heritage tourism-based economic development; and,

WHEREAS, it is the interest of the City to enhance the overall appearance of the City's corridors, while improving access along the corridors through increased walkability and interconnectivity; and,

WHEREAS, the City has recently undertaken a major capital improvement project to realign National Avenue, North East Lane, and East Piccadilly Street, including the installation of a roundabout as part of the National Avenue Gateway Project; and,

WHEREAS, the Common Council unanimously adopted provisions for the Corridor Enhancement Overlay District on April 12, 2005; and,

WHEREAS, the Common Council adopted in the City's FY2016 Strategic Plan, a goal to promote and accelerate revitalization of catalyst and other areas throughout the City of Winchester; and,

WHEREAS, the Planning Commission has studied the existing physical development, land use, zoning, topography, and view sheds of the National Avenue Corridor from North Kent Street to East Street; and,

WHEREAS, the Planning Commission has identified properties along the National Avenue Corridor from North Kent Street to East Street that are suitable for inclusion in the Corridor Enhancement District; and,

WHEREAS, the City held a Public Information Meeting on August 13, 2015, pertaining to the proposed National Avenue CE District.

WHEREAS, the Planning Commission forwarded the request to Council on September 15, 2015 recommending approval of the rezoning as depicted on an exhibit entitled

“NATIONAL AVE PROPOSED CE DISTRICT” PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015” because the request is consistent with the Comprehensive Plan and protects and promotes the aesthetic character and functionality of a major tourist access corridor leading into the designated local (HW) and National Historic Winchester District, and as such, represents good planning practice ; and,

NOW, THEREFORE, BE IT RESOLVED that the Commission hereby initiates the following rezoning:

AN ORDINANCE TO REZONE APPROXIMATELY 16.4 ACRES OF LAND CONTAINING APPROXIMATELY 96 PARCELS, EITHER IN FULL OR IN PART, TO BE INCLUDED IN THE CORRIDOR ENHANCEMENT (CE) DISTRICT; AS DEPICTED ON AN EXHIBIT ENTITLED: “NATIONAL AVE PROPOSED CE DISTRICT” PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015.

City Council Work Session
September 22, 2015

RZ-15-421 AN ORDINANCE TO REZONE APPROXIMATELY 16.4 ACRES OF LAND CONTAINING APPROXIMATELY 96 PARCELS, EITHER IN FULL OR IN PART, TO BE INCLUDED IN THE CORRIDOR ENHANCEMENT (CE) DISTRICT; AS DEPICTED ON AN EXHIBIT ENTITLED: "NATIONAL AVE PROPOSED CE DISTRICT" PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015.

REQUEST DESCRIPTION

This publicly sponsored rezoning request is to apply the Corridor Enhancement (CE) District to approximately 16.4 acres (part or all of 96 parcels) comprising land along National Avenue, a key tourist entry route connecting to Virginia State Route 7 Corridor and Exit 315 of Interstate 81. The standards and guidelines for the National Avenue CE Overlay District were unanimously approved by Council on April 12, 2005, and are intended to protect and promote major tourist access routes in the City.

AREA DESCRIPTION

The area of this rezoning (depicted within the blue outline in the image below) is primarily along National Avenue corridor beginning at the intersection of North Pleasant Valley Rd and Berryville Avenue and continues westward along both sides of National Avenue including the new traffic circle to East Piccadilly Street.



The underlying zoning of the affected area is majority zoned Limited High Density (HR-1) Residential District with a mix of Highway Commercial (B-2) District and Central Business (B-1) District. The corridor is mostly residential use, with single family, single family attached, and multifamily dwellings. A large stretch of National Avenue also includes EIP zoned land which is the Winchester National Cemetery.

The following parcels are to be rezoned:

Number	Street	Current	Proposed
209	N EAST LANE	B1	B1(CE)
211-213	N EAST LANE	B1	B1(CE)
212	N EAST LANE	HR1	HR1(CE)
214	N EAST LANE	HR1	HR1(CE)
Number	Street	Current	Proposed

Attachment: Staff Report RZ-15-421 (O-2015-22 : RZ-15-421 National Avenue Corridor Enhancement)

215	N EAST LANE	HR1	HR1(CE)
219	N EAST LANE	HR1	HR1(CE)
221	N EAST LANE	HR1	HR1(CE)
223	N EAST LANE	HR1	HR1(CE)
255	EAST STREET	HR1	HR1(CE)
208	E FAIRFAX LANE	HR1	HR1(CE)
232	E FAIRFAX LANE	HR1	HR1(CE)
236	E FAIRFAX LANE	HR1	HR1(CE)
237	E FAIRFAX LANE	HR1	HR1(CE)
238	E FAIRFAX LANE	HR1	HR1(CE)
239	E FAIRFAX LANE	HR1	HR1(CE)
241	E FAIRFAX LANE	HR1	HR1(CE)
243	E FAIRFAX LANE	HR1	HR1(CE)
245	E FAIRFAX LANE	HR1	HR1(CE)
247	E FAIRFAX LANE	HR1	HR1(CE)
300	NATIONAL AVE	HR1	HR1(CE)
301-303	NATIONAL AVE	HR1	HR1(CE)
302	NATIONAL AVE	HR1	HR1(CE)
305	NATIONAL AVE	HR1	HR1(CE)
306	NATIONAL AVE	HR1	HR1(CE)
307	NATIONAL AVE	HR1	HR1(CE)
310	NATIONAL AVE	HR1	HR1(CE)
311	NATIONAL AVE	HR1	HR1(CE)
314	NATIONAL AVE	HR1	HR1(CE)
315	NATIONAL AVE	HR1	HR1(CE)
316	NATIONAL AVE	HR1	HR1(CE)
317	NATIONAL AVE	HR1	HR1(CE)
319	NATIONAL AVE	HR1	HR1(CE)
320	NATIONAL AVE	HR1	HR1(CE)
321-323	NATIONAL AVE	HR1	HR1(CE)
322	NATIONAL AVE	HR1	HR1(CE)
324-326	NATIONAL AVE	HR1	HR1(CE)
325	NATIONAL AVE	HR1	HR1(CE)
327	NATIONAL AVE	HR1	HR1(CE)
329-331	NATIONAL AVE	HR1	HR1(CE)
333-335	NATIONAL AVE	HR1	HR1(CE)
339	NATIONAL AVE	HR1	HR1(CE)
340	NATIONAL AVE	HR1	HR1(CE)
342	NATIONAL AVE	HR1	HR1(CE)
344	NATIONAL AVE	HR1	HR1(CE)
346-348	NATIONAL AVE	HR1	HR1(CE)
347	NATIONAL AVE	HR1	HR1(CE)
349	NATIONAL AVE	HR1	HR1(CE)
Number	Street	Current	Proposed
350-352	NATIONAL AVE	HR1	HR1(CE)

Attachment: Staff Report RZ-15-421 (O-2015-22 : RZ-15-421 National Avenue Corridor Enhancement)

351	NATIONAL AVE	HR1	HR1(CE)
355	NATIONAL AVE	HR1	HR1(CE)
356	NATIONAL AVE	HR1	HR1(CE)
357-359	NATIONAL AVE	HR1	HR1(CE)
358	NATIONAL AVE	HR1	HR1(CE)
360	NATIONAL AVE	HR1	HR1(CE)
364	NATIONAL AVE	HR1	HR1(CE)
365	NATIONAL AVE	HR1	HR1(CE)
366	NATIONAL AVE	HR1	HR1(CE)
368	NATIONAL AVE	HR1	HR1(CE)
370	NATIONAL AVE	HR1	HR1(CE)
371	NATIONAL AVE	HR1	HR1(CE)
374	NATIONAL AVE	HR1	HR1(CE)
375	NATIONAL AVE	HR1	HR1(CE)
377	NATIONAL AVE	HR1	HR1(CE)
378	NATIONAL AVE	HR1	HR1(CE)
381	NATIONAL AVE	HR1	HR1(CE)
382	NATIONAL AVE	HR1	HR1(CE)
384	NATIONAL AVE	HR1	HR1(CE)
386	NATIONAL AVE	HR1	HR1(CE)
388	NATIONAL AVE	HR1	HR1(CE)
401	NATIONAL AVE	EIP	EIP(CE)
402	NATIONAL AVE	HR1	HR1(CE)
406	NATIONAL AVE	HR1	HR1(CE)
410	NATIONAL AVE	HR1	HR1(CE)
416	NATIONAL AVE	B2	B2(CE)
421	NATIONAL AVE	HR1	HR1(CE)
422	NATIONAL AVE	B2	B2(CE)
423	NATIONAL AVE	HR1	HR1(CE)
425	NATIONAL AVE	HR1	HR1(CE)
428-432	NATIONAL AVE	B2	B2(CE)
440-442	NATIONAL AVE	B2	B2(CE)
446	NATIONAL AVE	B2	B2(CE)
501	NATIONAL AVE	HR1	HR1(CE)
503	NATIONAL AVE	HR1	HR1(CE)
505	NATIONAL AVE	HR1	HR1(CE)
507	NATIONAL AVE	HR1	HR1(CE)
509	NATIONAL AVE	HR1	HR1(CE)
511	NATIONAL AVE	HR1	HR1(CE)
212-214	E PICCADILLY STREET	B1	B1(CE)
216	E PICCADILLY STREET	B1	B1(CE)
222	E PICCADILLY STREET	B1	B1(CE)
Number	Street	Current	Proposed
226	E PICCADILLY STREET	B1	B1(CE)
228-232	E PICCADILLY STREET	B1	B1(CE)

231	E PICCADILLY STREET	B1	B1(CE)
236	E PICCADILLY STREET	B1	B1(CE)
302	E PICCADILLY STREET	HR1	HR1(CE)
304	SMITHFIELD AVE	HR1	HR1(CE)

COMMENTS FROM THE PLANNING DEPARTMENT

The Comprehensive Plan calls for guiding the physical form of development along key tourist entry corridors leading into the City's core historic district by utilizing a combination of standards and guidelines. In 2013, City Council adopted a Strategic Plan which called for City Gateway Beautification in order to improve designated "city gateways" and to meet the goal of Creating a More Livable City for All. One gateway that was identified was the National/Piccadilly/East Lane intersection. A realignment project for this intersection was proposed and approved in 2014 for a roundabout design as a traffic calming device and gateway enhancement for the corridor. Work began on the roundabout in May 2015 and completed in August 2015, the National Avenue roundabout was completed. City staff felt with the opening of the roundabout, this was an opportune time to implement the National Avenue Corridor Enhancement.

Council has previously approved CE Districts for Berryville Avenue, Valley Avenue, Amherst Street, Cedar Creek Grade, and portions of S. Pleasant Valley Rd and E. Cork Street. Other CE Districts for which standards and guidelines are already adopted, but for which the overlay rezoning has not taken place include: Millwood Avenue, Fairmont Avenue, and N. Loudoun Street. The overlay CE zoning for the northernmost section of Valley Avenue has not been adopted yet either.

THE DISTRICT

Corridor Enhancement Overlay Districts provide guidelines and regulations for building aesthetics and site features; **it does not change the underlying zoning that regulates land use.** Some examples of CE standards include: building orientation, roof treatments, wall treatments, and placement of mechanical units. It guides any proposed exterior changes or new construction on a mixture of commercial and residentially-used land. The attached map depicts the specific boundaries of the district. Information outlining the standards and guidelines specific to National Avenue are available in the Planning Office as well as on the City's website. There is also a matrix offering a general overview of the CE District provisions citywide.

DEVELOPING THE BOUNDARY

The boundary was developed to include all properties fronting upon the State Route 7 corridor between the portion already included in the Berryville Avenue CE district on the east end and the existing Historic Winchester (HW) District on the west end. Some properties along E. Fairfax Lane were included as well since they are within the viewshed for tourists entering into the historic district along the Rte 7 corridor.

Along the north side of National Avenue, the proposed CE districts extends back between 150 and 160 feet from National Avenue in most areas. This generally coincides with the rear lot line of most parcels although the rear area of the commercially-zoned Smalts property is not included as well as two deeper residential lots further to the west of Smalts.

Along the south side of National Avenue, the proposed district extends approximately 116 feet which is generally in line with the rear property lines adjoining rear alleys in most cases, including those adjoining Jolley Lane (a public alley). The portion of National Cemetery included within the district coincides with the 116 foot depth applicable to the residential properties to the east and west. This places the cemetery office building within the district, but only a small portion of the cemetery otherwise. National Cemetery itself is a National Register historic resource which draws visitors to the community and

further warrants protections offered with the CE district overlay zoning. A state historic marker on the opposite side of the street denotes the location of the Out-lot purchased by George Washington in conjunction with his purchase of an In-lot in the downtown area.

CITIZEN COMMENTS

Staff held a public information session on Thursday August 13, 2015 and received a couple of inquiries, but nobody has expressed either strong support or opposition to the specific overlay zoning request.

RECOMMENDATION

At its September 15, 2015 meeting, the Commission forwarded Rezoning **RZ-15-421** to City Council recommending approval because the request is consistent with the Comprehensive Plan and protects and promotes the aesthetic character and functionality of a major tourist access corridor leading into the designated local (HW) and National Historic Winchester District, and as such, represents good planning practice.

RESOLUTION RZ-15-421
NATIONAL AVENUE CORRIDOR ENHANCEMENT DISTRICT

September 15, 2015

WHEREAS, the Planning Commission resolved at its August 18, 2015 meeting to initiate the rezoning of this land as a publicly sponsored rezoning; and,

WHEREAS, it is in the interest of the City to protect and promote the aesthetic character and functionality of major tourist access corridors leading into the local and national Historic Winchester District; and,

WHEREAS, it is in the interest of the City to promote the general welfare of the community by attracting visitors and generating business through heritage tourism-based economic development; and,

WHEREAS, it is the interest of the City to enhance the overall appearance of the City's corridors, while improving access along the corridors through increased walkability and interconnectivity; and,

WHEREAS, the City has recently undertaken a major capital improvement project to realign National Avenue, North East Lane, and East Piccadilly Street, including the installation of a roundabout as part of the National Avenue Gateway Project; and,

WHEREAS, the Common Council unanimously adopted provisions for the Corridor Enhancement Overlay District on April 12, 2005; and,

WHEREAS, the Common Council adopted in the City's FY2016 Strategic Plan, a goal to promote and accelerate revitalization of catalyst and other areas throughout the City of Winchester; and,

WHEREAS, the Planning Commission has studied the existing physical development, land use, zoning, topography, and view sheds of the National Avenue Corridor from North Kent Street to East Street; and,

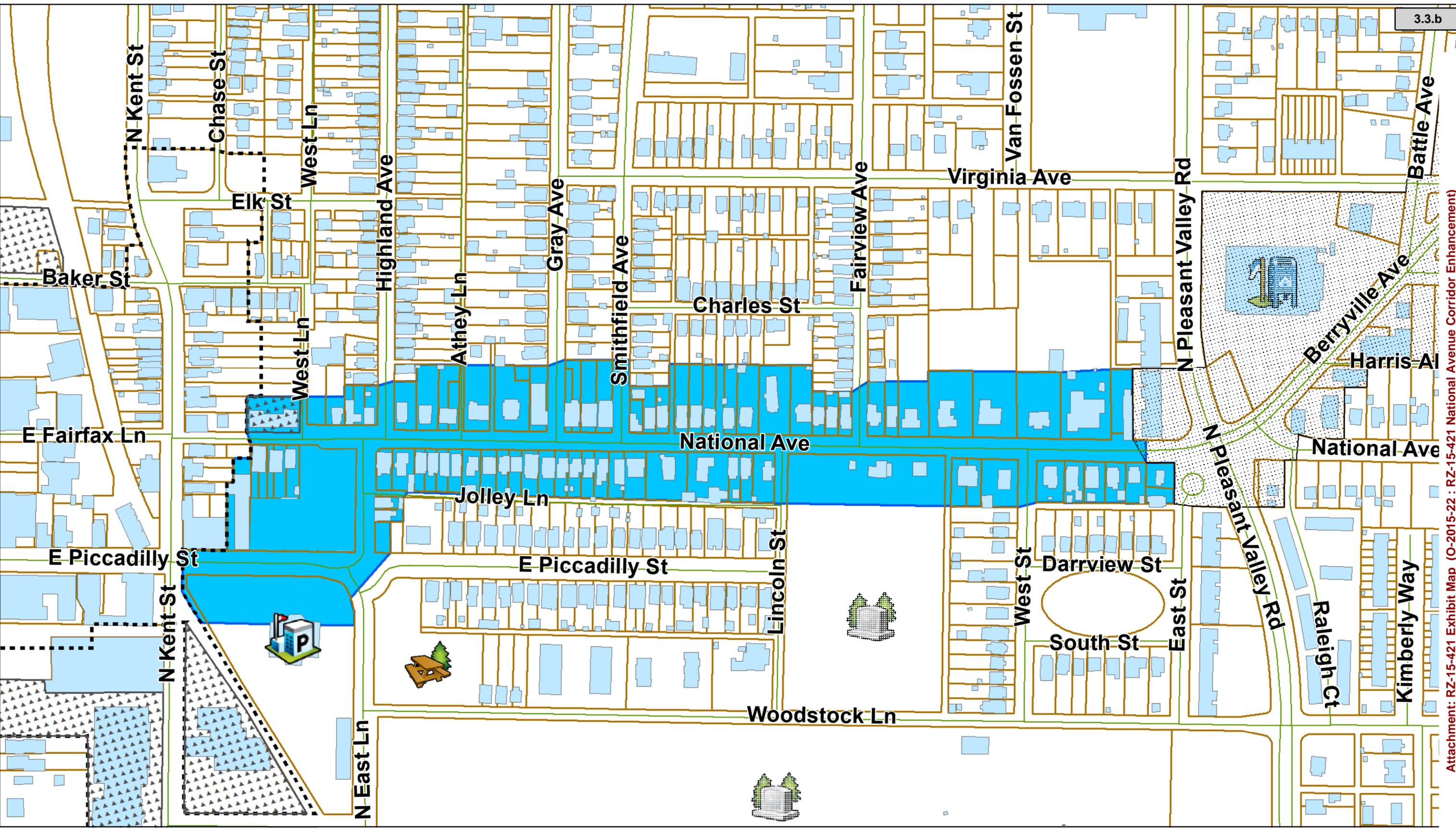
WHEREAS, the Planning Commission has identified properties along the National Avenue Corridor from North Kent Street to East Street that are suitable for inclusion in the Corridor Enhancement District; and,

WHEREAS, the City held a Public Information Meeting on August 13, 2015, pertaining to the proposed National Avenue CE District.

WHEREAS, the Planning Commission forwarded the request to Council on September 15, 2015 recommending approval of the rezoning as depicted on an exhibit entitled "*NATIONAL AVE PROPOSED CE DISTRICT*" PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015" because the request is consistent with the Comprehensive Plan and protects and promotes the aesthetic character and functionality of a major tourist access corridor leading into the designated local (HW) and National Historic Winchester District, and as such, represents good planning practice ; and,

NOW, THEREFORE, BE IT RESOLVED that the Commission hereby initiates the following rezoning:

AN ORDINANCE TO REZONE APPROXIMATELY 16.4 ACRES OF LAND CONTAINING APPROXIMATELY 96 PARCELS, EITHER IN FULL OR IN PART, TO BE INCLUDED IN THE CORRIDOR ENHANCEMENT (CE) DISTRICT; AS DEPICTED ON AN EXHIBIT ENTITLED: "NATIONAL AVE PROPOSED CE DISTRICT" PREPARED BY WINCHESTER PLANNING DEPARTMENT ON 6/23/2015.



Attachment: RZ-15-421 Exhibit Map (O-2015-22 : RZ-15-421 National Avenue Corridor Enhancement)

National Ave Proposed CE District

-  Conditional
-  CE- Berryville
-  Historical District
-  CE- National



CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ORDINANCE DESCRIPTION/PRESENTATION

ITEM TITLE: Resolution to Approve the PY2014 Consolidated Annual Performance and Evaluation Report (CAPER)

PUBLIC HEARING DATE: October 13, 2015 at 12:00 AM

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Tyler Schenck	Completed	09/11/2015 10:27 AM
Mary Blowe	Completed	09/11/2015 10:29 AM
Anthony Williams	Completed	09/17/2015 10:23 AM
Eden Freeman	Completed	09/17/2015 12:23 PM

Tyler Schenck

Tyler Schenck, Interim Human Resources Director 9/11/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager 9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Tyler Schenck, Interim Human Resources Director
Date: September 22, 2015
Re: Resolution to Approve the PY2014 Consolidated Annual Performance and Evaluation Report (CAPER)

THE ISSUE: Recipient jurisdictions of Community Development Block Grant, HOME Investment Partnership, Emergency Shelter or Housing for Persons with AIDS/HIV program funding must submit to the US Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER) describing our use of federal funds on an annual basis.

RELATIONSHIP TO STRATEGIC PLAN: Goal Three: Advance the Quality of Life for all Winchester Residents.

BACKGROUND: The CAPER includes a summary and evaluation of how our Community Development Block Grant and HOME funds were used to carry out the goals and objectives in our Consolidated Plan and Annual Action Plan. The CAPER is submitted to HUD annually for their review.

BUDGET IMPACT: Approval of the CAPER has no impact on the City's budget.

OPTIONS: Council may approve or disapprove the CAPER.

RECOMMENDATIONS: Staff recommends approval of the CAPER.

**RESOLUTION TO APPROVE THE PY2014 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT (CAPER)**

WHEREAS, agencies that receive U.S. Department of Housing and Urban Development (HUD) funds must prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) every year; and

WHEREAS, the City of Winchester desires to receive HUD funds to develop a viable urban community and to expand economic opportunities; and

WHEREAS, the City of Winchester has developed a Consolidated Annual Performance and Evaluation Report and has satisfactorily followed HUD requirements for the creation of the document.

NOW, THEREFORE BE IT RESOLVED, the Winchester Common Council's adoption of this Resolution shall serve as approval of the Consolidated Annual Performance Evaluation Report; and,

BE IT FURTHER RESOLVED, the Mayor, or presiding officer, is hereby authorized to affix her signature to this Resolution signifying its adoption by the Common Council of the City of Winchester, and the City Clerk, or her duly appointed deputy, is directed to attest thereto; and,

BE IT FURTHER RESOLVED, the City Manager, or her designee, is directed to submit the Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Regarding 2014 CDBG funding, the following activities were funded in the noted amounts below:

- Section 108 Loan Repayment: \$202,598.12
- Administration: \$22,629.95

Regarding 2014 HOME Funding, the following activities were funded in the noted amounts below:

HOME PROGRAM

- Administration: \$49,719.20
- CHDO Homeownership Development (Community Housing Partners): \$295,472.80
- Homebuyer Downpayment Assistance (Blue Ridge Housing Network): \$100,00
- Tenant Based Rental Assistance (Faithworks): \$52,000

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Address special needs population housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%			
Address special needs population housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
Address special needs population housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	100	0	0.00%			

Attachment: CAPER (R-2015-32 : A Resolution to Approve the 2014 Consolidated Annual Performance

Address special needs population housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	HIV/AIDS Housing Operations	Household Housing Unit	25	0	0.00%			
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	500	100.00%			
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Facade treatment/business building rehabilitation	Business	0	0				

Attachment: CAPER (R-2015-32 : A Resolution to Approve the 2014 Consolidated Annual Performance

Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Jobs created/retained	Jobs	0	0				
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Businesses assisted	Businesses Assisted	0	0				
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Buildings Demolished	Buildings	0	0				
Create and Enhance Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Other	Other	0	0		1	0	0.00%
Prevent and End Homelessness	Homeless	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				
Prevent and End Homelessness	Homeless	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	0	0				
Prevent and End Homelessness	Homeless	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	100	23	23.00%	36	23	63.89%

Attachment: CAPER (R-2015-32 : A Resolution to Approve the 2014 Consolidated Annual Performance

Prevent and End Homelessness	Homeless	CDBG: \$ / HOME: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Prevent and End Homelessness	Homeless	CDBG: \$ / HOME: \$	Homelessness Prevention	Persons Assisted	300	0	0.00%			
Prevent and End Homelessness	Homeless	CDBG: \$ / HOME: \$	Housing for Homeless added	Household Housing Unit	50	0	0.00%			
Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				
Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	0	0				
Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	25	1	4.00%	0	1	
Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	5	2	40.00%	15	2	13.33%

Attachment: CAPER (R-2015-32 : A Resolution to Approve the 2014 Consolidated Annual Performance

Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	50	14	28.00%	5	14	280.00%
Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	100	0	0.00%			
Provide Safe, Affordable, and Accessible Housing	Affordable Housing	CDBG: \$ / HOME: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	15	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Winchester City Council has taken the position in its Consolidated Plan and Annual Action Plan that the repayment of the City's outstanding Section 108 Loan is top priority. The City has obligated 90% of its annual CDBG funding in its Annual Action Plan and Consolidated Plan to repaying the loan with the remaining funding covering administrative activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	0	65
Black or African American	0	13
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	0	78
Hispanic	0	6
Not Hispanic	0	63

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

DRAFT

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG			225,228
HOME		0	91,007

Table 3 - Resources Made Available

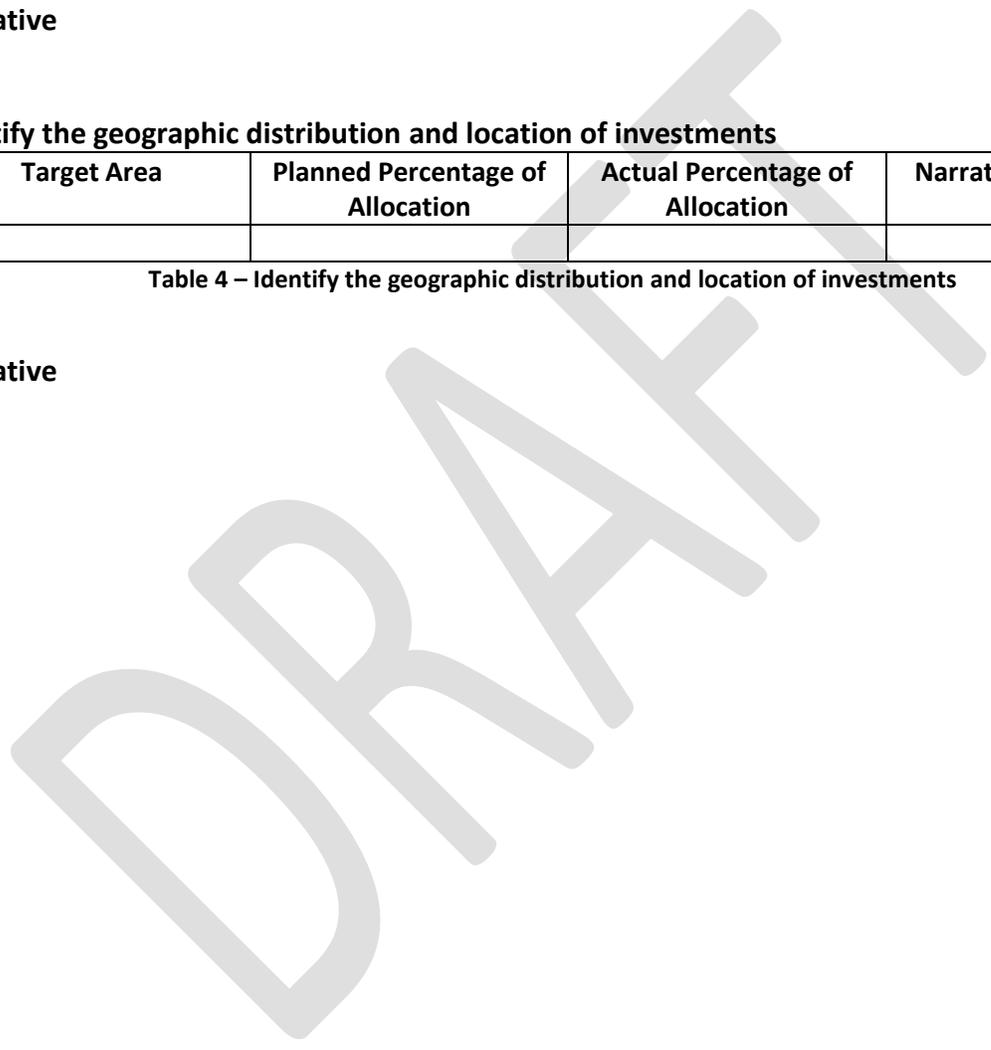
Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative



Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	10,340,262
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	10,340,262
4. Match liability for current Federal fiscal year	68,426
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	10,271,836

Table 5 – Fiscal Year Summary - HOME Match Report

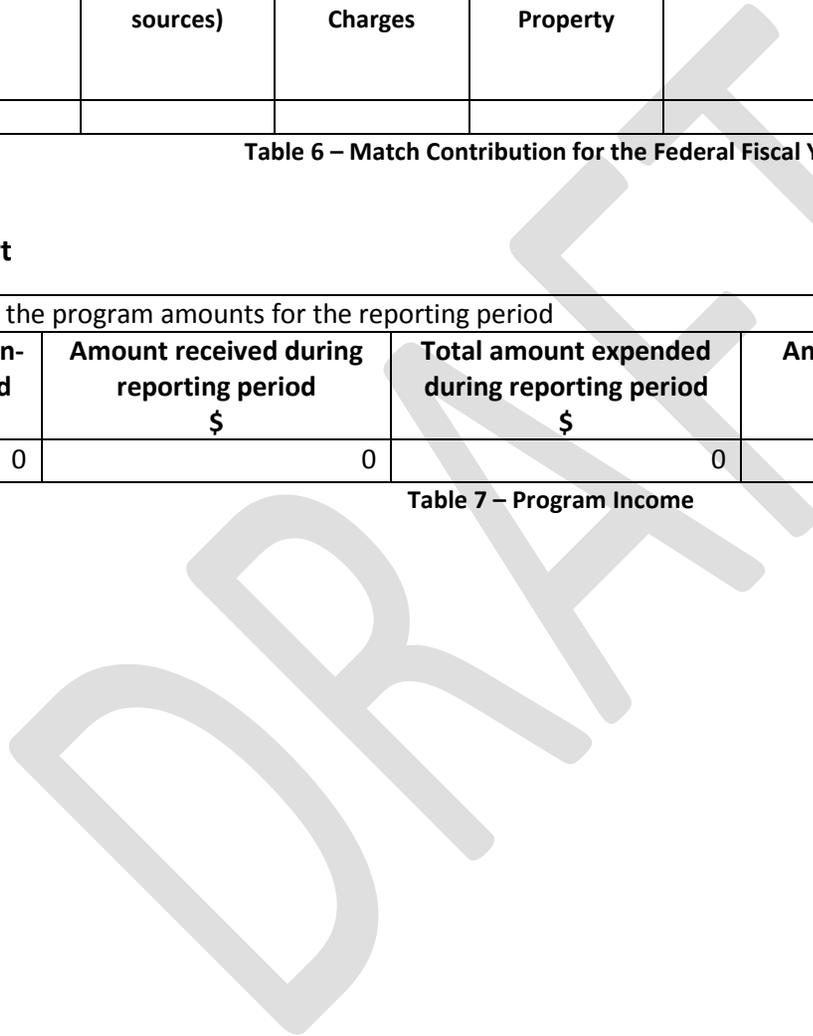
Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income



Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Attachment: CAPER (R-2015-32 : A Resolution to Approve the 2014 Consolidated Annual Performance and Evaluation Report (CAPER))

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	36	0
Number of Non-Homeless households to be provided affordable housing units	10	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	46	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	36	0
Number of households supported through The Production of New Units	5	0
Number of households supported through Rehab of Existing Units	5	0
Number of households supported through Acquisition of Existing Units	5	0
Total	51	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

In future action plans, the focus will be on funding fewer projects in number, but at a higher level of funding. The focus on fewer projects will allow more resources to be put into projects which can have a bigger community impact than several small projects could. It was the intention of the Consortium to fund a major rental housing development project in the Town of Luray in Page County, Virginia. However, that project became infeasible and the funds were moved to TBRA. The Consortium is still committed to contributing to the stock of available affordable rental units through the HOME program as we move forward with organizations with the capacity to do so.

In the 2016 Annual Action Plan, the benchmarks from previous CAPERS will be used to assess the difference between goals and outcomes of these projects.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	2
Low-income	0	11
Moderate-income	0	3
Total	0	16

Table 13 – Number of Persons Served

Narrative Information

Homeownership continues to be exclusive of low and moderate income residents in the region, but homes are more affordable than during the housing bubble in 2005-2006. The housing crisis has led to more affordable homes for moderate and middle income earners. However, the qualification criteria have become more stringent. Area income levels, qualification criteria (cash on hand, credit) and emerging trends about homeownership in general continue to affect the increasing demand for affordable rental opportunities. The NSVRC is currently updating our priorities and goals for the number of units to be developed of affordable housing by tenure and focusing a greater proportion of funds to activities that support rental housing development

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

As outlined in the region's Ten Year Plan to End Homelessness, the Continuum of Care (CoC) has formed a broad-based advisory committee comprised of members throughout the community, including elected officials, representatives of local government, the United Way, community and health foundations, and other influential community leaders who are dedicated to ending homelessness.

Additionally, in FY 2016 the Northern Shenandoah Valley Regional Commission gained a full time employee dedicated to Continuum of Care coordination efforts.

Addressing the emergency shelter and transitional housing needs of homeless persons

Recent changes in the US Department of Housing & Urban Development's (HUD) programming for homelessness has lead the CoC, through the 10 Year Planing to End Homelessness, to begin actively transitioning shelter and service providers from emergency shelters and transitional housing operations towards permanent supportive housing. During this time, the CoC looks to successfully transition existing providers to permanent supportive housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The COC, in meeting the goals and strategies outline in the Ten (10) Year Plan to End Homelessness, proposed creating a "Supportive Services" and "Prevention" committee's, which will be tasked with meeting their respective goals. The Supportive Services committee will be responsible for: Overseeing the implementation of strategies that increase income through employment; Overseeing the creation of a system of centralized intake and assessment; Overseeing the implementation of strategies that increase access to disability and other benefits for those who are eligible; Overseeing increased access to supportive services.

The Prevention committee will be responsible for: Overseeing strategies that prevent the homelessness of people being discharged from hospitals and mental health institutions; Overseeing strategies that prevent the homelessness of people exiting from jails; Overseeing strategies that prevent the

homelessness of youth aging out of foster care; Overseeing strategies that prevent the homelessness of unaccompanied youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

One of the goal's of the Continuum of Care is to prevent homelessness through diversion programs, and shorten the length of time and number of occurrences of homelessness for those who do experience it.

The region's Ten (10) Year Plan to End Homelessness proposes the following goals to address helping homeless persons and families access affordable housing options:

- **Permanent Supportive Housing:** Permanent supportive housing has been identified as a solution to homelessness for a sub-set of the population who experience homelessness for long periods of time (chronic homelessness) with multiple barriers to housing stability, including mental disabilities, chemical dependence, and other chronic health conditions. Permanent supportive housing provides first a home and then continuing supportive services to help individuals maintain a home. These support services either directly provide or connect individuals to services in the community. Support services include direct or coordinated care in the areas of mental health, substance abuse, health care, dental care, education, employment, and access to benefits.
- **Partnering with Landlords:** Many agencies and community organizations have developed partnerships with landlords, and these partnerships have resulted in access to affordable housing options for those experiencing and at risk of homelessness. The partnership is an agreement that the landlord will rent to this population and, in some cases, the service agency agrees to maintain contact and provide services to help the household remain stably housed. It is a win-win situation for all parties in that the person accesses affordable housing, the service agency helps to house their clients, and the landlord has a source of support if any problems with the tenant arise.
- **Partnering with Affordable Housing Developers:** Non-profit and for-profit affordable housing

developers can be important partners in the financing and development of affordable, subsidized, and permanent supportive housing that can serve as a resource to homeless assistance agencies who wish to increase housing available to people experiencing homelessness

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

There is no public housing in the area.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There is no public housing in the area.

Actions taken to provide assistance to troubled PHAs

There is no public housing in the area.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Northern Shenandoah Valley HOME Consortium and the City of Winchester recognize that impediments to fair housing choice do exist and are working to improve fair housing choice. The Northern Shenandoah Valley Regional Commission held a fair housing workshop in March 2013 which reviewed the region's consolidated planning process and Landlord Outreach Network, and provided information on VA fair housing law to local officials, housing providers, service providers, and the public at-large. The City of Winchester and the Northern Shenandoah Valley Regional Commission continue to prioritize efforts to reduce fair housing impediments through the following strategies: 1. Increase transparency surrounding fair housing and complaint process. 2. Increase landlords' and property managers' knowledge of fair housing. 3. Assist person with disabilities to obtain access to housing and services. 4. Work to reduce NIMBYism by encouraging neighborhood diversity. 5. Encourage affordable housing development

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In 2014, for the fourth year, the special needs population was identified for project funding, including those individuals and families transitioning from homelessness. By integrating the Annual Action Plan with the planning process undertaken by the Continuum of Care, the region was able to increase the level of coordination as well as make resource allocation and service delivery more efficient. The Continuum of Care, with the support of the Northern Shenandoah Valley Regional Commission staff worked together to implement a strategic plan to end homelessness in the Northern Shenandoah Valley. This plan is included in the 2013-2017 Consolidated Plan

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2014, NSVRC closely aligned the goals of the HOME Program with Continuum of Care. The influx of money into the Tenant Based Rental Assistance Program, along with working with Homeless Liasons in the local school systems will hopefully have a positive impact on families in poverty at risk of homelessness or those families currently living in unaffordable housing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

NSVRC continues to coordinate with area stakeholders, namely human service providers, through staff

support provided to the Housing and Community Services Policy Board. Over the past year, this board has become increasingly involved and engaged with the HOME program as well as the Community Development program at NSVRC. In addition, NSVRC will continue to host and promote training opportunities, particularly those focused on resource development, capacity building, and sustainability. NSVRC staff is registered for classes to earn a Housing Development Finance Professional credential, which will be an asset to the organization.

NSVRC has also gained a full time staff member dedicated to the administration of the Continuum of Care.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

NSVRC continues to coordinate with area stakeholders, namely human service providers, through staff support provided to the Housing and Community Services Policy Board and the Continuum of Care. Staff would like to coordinate with the local departments of social services to make sure that their staff is aware of the efforts of the Continuum of Care regarding coordinated assessment/centralized intake as a resource.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Northern Shenandoah Valley HOME Consortium and the City of Winchester recognize that impediments to fair housing choice do exist and are working to improve fair housing choice. The Northern Shenandoah Valley Regional Commission will hold fair housing workshops to educate local officials, housing providers, service providers and the public at-large are aware of fair housing law. Outlined below are proposed strategies to be undertaken in reducing fair housing impediments:

1. Increase transparency surrounding fair housing and complaint process.
2. Increase landlords' and property managers' knowledge of fair housing.
3. Assist persons with disabilities to obtain access to housing and services.
4. Work to reduce NIMBYism by encouraging neighborhood diversity.
5. Encourage affordable housing development.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Winchester City Council appointed a Community Development Committee (CDC) whose primary purpose is to identify community development needs within the City, make recommendations for allocation of local community development and CDBG funding and to review progress of funded projects. Committee members meet as needed, but typically not more than monthly.

The Northern Shenandoah Valley Regional Commission is responsible HOME Program Administration. NSVRC is responsible for assuring the HOME programs maintains compliance with regulations. NSVRC currently has one full time staff members assigned to Community Development Programs. Staff members attend regular trainings provided by HUD or TA Consultants and participate in regular conference calls with other Virginia Grantees. NSVRC staff members work with locally and regionally appointed members of advisory committees to review progress of funded projects and provide policy direction as needed.

The NSVRC also appointed a committee to identify affordable housing and community development needs, known as the regional Housing and Community Services Policy Board (HCSPB). The HCSPB works with NSVRC staff to review regional data related to homelessness, affordable housing and community services to better inform the fund allocation process for the HOME Consortium. Additionally, HCSPB members direct NSVRC staff in pursuing additional resources to address affordable housing and community development priorities in the Region. In Program Year 2014, the HCSPB expanded its membership to include a representative from the local Continuum of Care (CoC), a local banking professional, a United Way director, and an additional representative from a local Planning department. The HCSPB continues to play an important role in informing and shaping the HOME program in the Northern Shenandoah Valley.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Winchester amended its 2013 Consolidated Plan to provide 10% administration funding to City's CDBG Administrator. Section 108 Loan repayments described in the Consolidated Plan was reduced from 100% to 90% to reflect the change. The City estimates that it will be able to repay its Section 108 Loan obligation in the originally planned amount of time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No
--	----

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The Consortium does not use program income.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	WINCHESTER
Organizational DUNS Number	069380574
EIN/TIN Number	546001683
Identify the Field Office	RICHMOND
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2014
	CAPER

Program Year End Date

06/30/2015

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name

City

State

Zip Code

DUNS Number

Is subrecipient a victim services provider

Subrecipient Organization Type

ESG Subgrant or Contract Award Amount

DRAFT

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 14 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 15 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 16 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 17 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 18 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 19 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	
18-24	
25 and over	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 20 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans				
Victims of Domestic Violence				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total (unduplicated if possible)				

Table 21 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nighths available	
Total Number of bed - nights provided	
Capacity Utilization	

Table 22 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

DRAFT

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2012	2013	2014
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 23 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2012	2013	2014
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 24 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2012	2013	2014
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 25 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2012	2013	2014
Street Outreach			
HMIS			
Administration			

Table 26 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2012	2013	2014

Table 27 - Total ESG Funds Expended

11f. Match Source

	2012	2013	2014
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 28 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2012	2013	2014

Table 29 - Total Amount of Funds Expended on ESG Activities

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ___ ORDINANCE DESCRIPTION/PRESENTATION ___

ITEM TITLE: An Ordinance to Amend Article IX of the Winchester City Code Pertaining to Assemblies, Demonstrations and Parades

PUBLIC HEARING DATE:

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Kevin Sanzenbacher	Completed	09/03/2015 3:17 PM
Anthony Williams	Completed	09/10/2015 12:37 PM
Eden Freeman	Completed	09/15/2015 5:44 PM

Kevin Sanzenbacher

Kevin Sanzenbacher, Chief of Police 9/3/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager 9/15/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Kevin Sanzenbacher, Chief of Police
Date: September 22, 2015
Re: An Ordinance to Amend Article IX of the Winchester City Code Pertaining to Assemblies, Demonstrations and Parades

THE ISSUE: Currently there is no means to regulate film and video production that occurs on City streets or property to insure that the interests of the public are not disrupted due to traffic interruptions or unsafe behavior. The proposed change in Article IX - Assemblies, Demonstrations and Parades will require that film/video companies seek a Special Event permit from the Police Department prior to starting activity.

RELATIONSHIP TO STRATEGIC PLAN: Goal 2: Promote and Accelerate Revitalization of catalyst and other areas throughout the City AND Goal 3: Advance the Quality of Life for Winchester Residents.

BACKGROUND: The City has recently received several requests to be the location for filming of TV shows or movies. These productions have the potential to consume City resources, especially if they require road closures and police protection as part of the production. The proposed change in Article IX will require that film/video companies seek a Special Event permit from the City prior to starting activity.

Through this process we can insure that all impacted City entities are aware of the issues and that proper resources can be allocated to deal with any potential disruptions. This process also insures that adequate insurance is provided to the City by the requester to make sure the City is covered for any damages that may ensue.

BUDGET IMPACT: The impact on the budget is unknown until we see what sort of activity is generated from these productions. However, if the City bills for services provided then the impact should be negligible.

OPTIONS: Leave the ordinance as is and take no action to regulate these activities or seek other means of controlling this activity.

RECOMMENDATIONS: Staff recommends the Council adopt the changes as proposed.

AN ORDINANCE TO AMEND ARTICLE IX OF THE WINCHESTER CITY CODE PERTAINING TO ASSEMBLIES, DEMONSTRATIONS AND PARADES

WHEREAS, Winchester Police Department recognizes that current ordinance, Article IX may not be adequate to deal with TV and film productions; and

WHEREAS, it is the belief of the City that the proposed amendments will allow the City to control this activity through the Special Event process; and

WHEREAS, implementation of the proposed changes will help protect the City and its residents from disruption and liability; and

WHEREAS, Common Council for the City of Winchester believes that the implementation of such changes will be of benefit to the citizens of the City of Winchester.

NOW therefore be it ORDAINED that Article IX of the Winchester City Code is hereby adopted as follows:

ARTICLE IX. ASSEMBLIES, DEMONSTRATIONS AND PARADES

SECTION 14-146. PURPOSE.

14 - 46 MOTOR VEHICLES AND TRAFFIC

Pursuant to the authority granted to the city by the Code of Virginia and its general police powers, the city does hereby adopt the following sections in order to provide for the public health, safety and general welfare in the city, to ensure the free and safe passage of pedestrians and vehicles on the public rights-of-way, and to ensure the safe and unimpaired use and enjoyment of public property in places open to the general public and otherwise to regulate and control the time, place and manner of activities that would otherwise threaten or impair the public health, safety, and welfare in the city while also encouraging the exercise of the rights to free speech and assembly in the city. The City Manager and their designee, including but not limited to the Winchester Police Department, are hereby authorized to administer the provisions of this Ordinance including the authority to authorize the limited use of City property for video or film production conducted for commercial purposes. (Ord. No.19-2006, 5-3-2006)

SECTION 14-147. DEFINITIONS.

The following terms shall have the meanings set out herein:

- (a) Parade means any march, demonstration, procession or motorcade consisting of people, animals, or vehicles, or a combination thereof upon the streets, sidewalks or other public areas within the city with an intent or likely effect of attracting public attention that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic upon the streets, sidewalks, or other public property.

- (B) Public assembly means any meeting, demonstration, picket line, rally or gathering of

more than ten (10) people for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic upon the streets, sidewalks, or other public property within the city or that interferes with or has a tendency to interfere with the normal use of any public property in a place open to the general public.

- (C) “Spontaneous event” shall mean an unplanned or unannounced coming together of people, animals or vehicles in a parade or public assembly which was not contemplated beforehand by any participant therein and which is caused by or in response to unforeseen circumstances or events occasioned by news or affairs first coming into public knowledge within five (5) days of such parade or public assembly.
- (D) “Special Event” means any “Public Assembly” which occurs upon City property or that requires the closure of City streets, sidewalks or parks or where it is anticipated that over twenty-five (25) people may gather and participate, or which requires licenses and permits by City departments beyond the assembly permit required by this Section or where video or film production are conducted for commercial purposes. This may include but is not limited to fairs, festivals, carnivals, sporting events, foot runs, markets, dances, and exhibitions.

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ORDINANCE DESCRIPTION/PRESENTATION

ITEM TITLE: A Resolution that Renews and Amends the Special Event Promotion and Related Services Contract Between the City of Winchester and USA Sports and Marketing, LLC

PUBLIC HEARING DATE:

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Jennifer Bell	Completed	09/16/2015 4:47 PM
Mary Blowe	Completed	09/16/2015 5:31 PM
Anthony Williams	Completed	09/17/2015 9:43 AM
Eden Freeman	Completed	09/17/2015 5:07 PM

Jennifer Bell

Jennifer Bell, Downtown Manager 9/16/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager 9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Tyler Schenck, Interim Human Resources Director
Date: September 22, 2015
Re: A Resolution that Renews and Amends the Special Event Promotion and Related Services Contract Between the City of Winchester and USA Sports and Marketing, LLC

THE ISSUE: A Special Event Coordinator was retained in October 2012 under a three year contract with the option to renew for a period of one year two times.

RELATIONSHIP TO STRATEGIC PLAN: Goal Two: promote and accelerate revitalization of targeted areas throughout the city. Goal Three: advance quality of life for all Winchester residents

BACKGROUND and DISCUSSION: The event coordinator contract has produced numerous new events (3) Friday Night Live events a year, the Downtown Tailgate, a new classic movie series, Sunday concerts, Rockin Independence Eve, Holly Jolly, Kidzfest and Octobeerfest which have led to total attendance numbers exceeding 20,000 a year for new events. In addition to creating new city events the contract has led to support for some existing City events and private events. The contract has also provided valuable assistance in marketing and promoting the Old Town brand through social media and traditional print and radio advertising.

The attached spreadsheet outlines the growth and impact of events held during 2013 and 2014. During this period, hourly parking numbers in the garages operated by the Winchester Parking Authority have increased 25% year over year. Data from 2015 is not yet available, but will be provided in subsequent reports.

The Old Town Development Board (OTDB) has reviewed the proposed extension and recommended additional provisions be included as an addendum to the contract. Those provisions have been incorporated.

BUDGET IMPACT: The Old Town Winchester budget was approved for \$75,536 to cover special event expenses which would cover an additional year retainer. Old Town Winchester also requested \$124,000 in supplemental appropriations which would cover another year's event expenses and will be reimbursed as revenue and sponsorship dollars as they are generated by events.

OPTIONS: Council can choose any of the following three options:

1. Do not renew the expiring contract
2. Renew the contract and include an amendment to the contract that incorporates additional duties for the special events coordinator that pertain to logo usage and branding, event patron data collection for the purpose of distributing surveys, dissemination of event-related survey results and submission of task orders that relay any planned changes from previous held events and how they would impact the City of Winchester's budget.

RECOMMENDATIONS: Option two.

A RESOLUTION THAT RENEWS AND AMENDS THE SPECIAL EVENT PROMOTION AND RELATED SERVICES CONTRACT BETWEEN THE CITY OF WINCHESTER AND USA SPORTS AND MARKETING, LLC

WHEREAS, the Winchester Common Council executed a contract with USA Sports and Marketing, LLC for special event promotion and related services in October 2012; and, **WHEREAS**, the aforementioned contract expires October 31, 2015; and, **WHEREAS**, the contract can be renewed for two additional twelve month periods upon the expiration of the agreement; and, **WHEREAS**, the USA Sports and Marketing, LLC has produced numerous events that have attracted thousands of people to Winchester and assisted in marketing and promoting the Old Town Winchester brand. **NOW, THEREFORE BE IT RESOLVED**, the Winchester Common Council hereby authorizes the City Manager to execute a twelve month renewal of the expiring contract between the City of Winchester and USA Sports and Marketing, LLC; and, **BE IT FURTHER RESOLVED**, that the language in the attached amendment must be included in the contract renewal agreement.



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 54-1810762 ("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 NEGOTIATED ITEMS SHALL FORM PART OF THE CONTRACT. IN THE CASE OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS AMONG THE CITY'S PROCUREMENT, THE CONTRACTOR'S RESPONSE, NEGOTIATED ITEMS 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. NEGOTIATED ITEMS
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:

BY: *David A. Swanson*
 TITLE: *President owner*
 DATE: *10-12-12*

CITY OF WINCHESTER:

BY: *Dale [Signature]*
 TITLE: *City Manager*
 DATE: *10-12-12*

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): \$ _____

Attachment: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: _____



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

Name Of Additional Insured Person(s) Or Organization(s):

The City of Winchester
15 N Cameron Street
Winchester VA 22601

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.

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Attachment: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the



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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Attachment: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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. Attachement 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 Seciton 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. [Redacted]
- 2. [Redacted]
- 3. [Redacted]
- 4. See Attachment I for public relations and sponsorships and support for existing events

Attachment: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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	N/A	=	_____

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the

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.

Attachment: City of Winchester and USA Sports and Marketing, LLC Executed Agreement (R-2015-33 : Special Events Contract Between the



September 16, 2015

AMENDMENT NO. 02

CONTRACT TITLE: Special Event Promoter

CONTRACTOR
USA Sports & Marketing Services, LLC.

CONTRACT NO.
200806

By mutual agreement, Contract #200806 awarded and executed on October 12, 2012 is amended to reflect the following:

1. The Contractor shall provide Task Orders electronically for proposed events for 2016, to the Contract Administrator, by October 31, 2015.
2. The Contractor must include, in the Task Order, any changes to planned events and any impact to the event budget.
3. The Contractor shall collect the email addresses from ten percent (10%) of the participants of each event and submit a list, of the collected email address, in an electronic format, to the Contract Administrator, no later than seven (7) days after each event.
4. The Contractor shall submit, to the Contract Administrator, a typed, electronic report, containing the results of the marketing and participant satisfaction surveys, collected at each event, comparing current and historical survey data for each event.
5. The Contractor shall place the Old Town logo and Old Town event logos above any logos including, but not limited to, sponsor logos, in all advertising.
6. The Contractor shall not place or use a sponsor's name or logo in the name of an event.
7. The Contractor shall incorporate the Old Town Winchester brand colors, fonts and style for all promotional items and visual advertisements.

ACCEPTANCE:

BY: _____
(Signature)

(Title)

(Printed)

(Date)

Michael Marzullo
Purchasing Agent

Attachment: Contract Amendment (R-2015-33 : Special Events Contract Between the City of Winchester and USA Sports and Marketing

DISTRIBUTION:
File: Contract #200806

Special Event Contracted Events 2013 & 2014

Event	2013 Expense	2013 Revenue	Revenue Dollars from Sponsorship & Advertising	2014 Expense	2014 Revenue	Revenue Dollars from Sponsorship & Advertising	Media Value and In-kind Contributions	Overall parking revenue increase since 2012	Attendees 2013	Attendees 2014
KidzFest				\$ 8,077	\$ 10,325	\$ 7,733	\$ 19,000	\$ 782		4,000
Movies on the Mall (\$ only)				\$ 2,801	\$ 2,750	\$ 2,750			1,400	2,000
FNL June	\$ 23,965	\$ 7,692	\$ 5,410	\$ 14,528	\$ 14,532	\$ 10,252	\$ 52,000	\$ 842	2,000	3,000
FNL July	\$ 19,056	\$ 7,015	\$ 4,014	\$ 12,960	\$ 14,856	\$ 10,842	\$ 51,000	\$ 781	1,500	3,000
FNL August	\$ 20,273	\$ 7,555	\$ 4,232	\$ 13,442	\$ 14,321	\$ 12,301	\$ 51,000	\$ 345	2,500	2,500
Rockin Independence Eve	\$ 8,258	\$ 5,752	\$ 5,602	\$ 12,809	\$ 13,944	\$ 12,519	\$ 42,225	\$ 1,185	5,000	4,000
Salute to the Troops	\$ 7,994	\$ 5,555	\$ 5,405					\$ 247	1,000	n/a
Downtown Tailgate	\$ 20,990	\$ 20,991	\$ 13,583	\$ 26,730	\$ 30,329	\$ 24,436	\$ 58,225	\$ 825	3,000	1,500
OctoBeerfest	\$ 23,953	\$ 44,602	\$ 29,120	\$ 27,792	\$ 43,779	\$ 30,779	\$ 50,000	\$ 815	4,000	3,000
Holly Jolly				\$ 800	\$ 1,000	\$ 1,000		\$ 304	300	600
Sunday Jazz				\$ 2,010	\$ 2,750	\$ 2,750	\$ 8,000			350
TOTALS:	\$ 124,488	\$ 99,161	\$ 67,366	\$ 121,950	\$ 148,586	\$ 115,361	\$ 331,450	\$ 6,126	20,700	23,950

Costs do not reflect the contracted retainer costs for event coordination, marketing, promotion and branding.

	Retainer Costs
FY13	\$ 52,200
FY14	\$ 70,905
FY15	\$ 72,708
FY16	\$ 74,532

Total Revenue **\$11,616.89** (Event gross revenue before 2015 Season Expenses as of 2/27/15)
49.80% Total percentage increase of revenue from 2013 to 2014

15.70% Total increase in attendance at event from 2013 to 2014

Additional information was collected to assess the economic impact to downtown businesses looking specifically at spending at downtown restaurants.

Downtown Meals Tax Revenue:

Tax Collected 2012: \$487,458
 Tax Collected 2013: \$589,585
 Tax Collected 2014: \$817,409

INCREASE IN TAX COLLECTED (2014 v. 2013): \$227,870

(Numbers on this sheet are approximates)

Downtown Meals Spending:

\$ Spent 2012: \$9,749,171
 \$ Spent 2013: \$11,791,709
 \$ Spent 2014: \$14,764,827

INCREASE IN \$ SPENT (2014 v. 2013): \$2,974,029

Attachment: Special Event Data [Revision 2] (R-2015-33 : Special Events Contract Between the City of

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ORDINANCE DESCRIPTION/PRESENTATION

ITEM TITLE: Resolution Amending Sections 1.6, 3.9J, 6.2, and 7.8, of the City of Winchester's Comprehensive Employee Management System

PUBLIC HEARING DATE:

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Celeste Broadstreet	Completed	07/30/2015 1:59 PM
Mary Blowe	Completed	07/30/2015 2:15 PM
Anthony Williams	Completed	08/04/2015 3:58 PM
Eden Freeman	Completed	09/01/2015 4:33 PM

Celeste Broadstreet

Celeste Broadstreet, Assistant Director of Finance 7/30/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager 9/1/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Celeste Broadstreet, Assistant Director of Finance
Date: September 22, 2015
Re: Resolution Amending Sections 1.6, 3.9J, 6.2, and 7.8, of the City of Winchester's Comprehensive Employee Management System

THE ISSUE: Amendments to Sections 1.6, 3.9J, 6.2, and 7.8, of the City of Winchester's Comprehensive Employee Management System (CEMS) are required to accommodate for recommended changes to the City's new hire probationary period, holiday and floater day policy, and existing outside/secondary employment policies.

RELATIONSHIP TO STRATEGIC PLAN: Goal Four: Improve City Services and Advance the City's Strategic Plan Goals by Promoting a Culture of Transparency, Efficiency and Innovation.

BACKGROUND: The City of Winchester's Comprehensive Employee Management System was adopted by the Common Council of the City of Winchester in July 1979 and governs all City employees except those specifically exempted as stated with system. City Staff has prepared amendments to Sections 1.6, 3.9J, 6.2, and 7.8, within CEMS that alter existing policies pertaining to City of Winchester new hire probationary period, holiday and floater day policy, and outside/secondary employment. The amendment to section 1.6 increases the new hire probationary period from six (6) months to nine (9) months. The amendments regarding outside/secondary employment adds an administrative process for an employee desiring to have outside/secondary employment. The amendment to section 6.2 adds two authorized holidays - Martin Luther King, Jr. day and Veterans Day to the City's holiday schedule and reduces the floater days from five (5) to three (3) days.

BUDGET IMPACT: Floater hours for 2015 were granted at the start of the year. No hours will be deducted from those already granted. If approved, employees will receive an additional holiday in calendar year 2015, Veterans Day. The two additional holidays will add approximately \$34,000 in overtime costs to the General Fund. No budget impact for the other changes.

OPTIONS:

1. Approve the attached resolution
2. Modify and approve the attached resolution
3. Reject the attached resolution

RECOMMENDATIONS: City Staff recommends the approval of the attached resolution.

**RESOLUTION AMENDING SECTIONS 1.6, 3.9J, 6.2, AND 7.8, OF THE CITY
OF WINCHESTER'S COMPREHENSIVE EMPLOYEE MANAGEMENT
SYSTEM**

WHEREAS, the City of Winchester's Comprehensive Employee Management System (CEMS) was adopted by the Winchester Common Council of the City of Winchester in July 1979; and,

WHEREAS, CEMS governs all City employees except those specifically exempted as stated within the system; and,

WHEREAS, CEMS has been periodically amended by City Staff and the Winchester Common Council since its inception to accommodate for various changes within the administration; and,

WHEREAS, City Staff has prepared amendments to Sections 1.6, 3.9J, 6.2, and 7.8 of the CEMS; and,

WHEREAS, these amendments alter existing policies pertaining to the City's probationary period, holiday and floater days, and secondary employment stipulations.

NOW therefore be it RESOLVED the City of Winchester Common Council hereby adopts the proposed amendments to Sections 1.6, 3.9J, 6.2, and 7.8 of the City of Winchester's Comprehensive Employee Management System.

1.6 Types of Employment

A. Probationary Employee

One who has not completed the requisite probation period. This shall be defined as the first ~~six (6)~~ nine (9) calendar months of employment, ~~re-employment~~ or promotion to new position for most City employees. The probationary period for uniformed members of the Fire and Rescue Department and employees working as Benefit Programs Workers and Social Workers in the Department of Social Services shall be a maximum of twelve (12) months. The probationary period for Communications Specialists in the Emergency Communications Center will start on the date of hire and conclude ~~six (6)~~ nine (9) months after completion of training and certification. The probationary period for sworn members of the Police Department shall begin on the date of hire and conclude a maximum of twelve (12) months from the date they successfully complete the basic training academy.

The probationary period is provided as a means for both the employee and supervisor to determine the employee's suitability for further employment. Either party may terminate employment during or at the conclusion of the probationary period without prejudice.

There is no appeal provided a new employee who is released during the probationary period except where discrimination based on race, color, religion, national origin, political affiliation, gender, age, or disability is claimed.

Probationary employees may take earned leave with pay during the probationary period with prior approval of the Department Head and advice of the ~~Administration~~ Human Resources Director.

3.9

J. Secondary Employment

The City shall not permit an employee who is already employed with the City in a full-time capacity to accept a secondary job *with the City* without the prior authorization of the City Manager. Employees must complete the *Outside/Secondary Employment Request Form* and submit to Human Resources.

7.8 Outside Employment

No employee shall engage in any other employment, or in any private business, or in the conduct of a profession during the hours he is employed to work for the City; or outside such hours to an extent that is likely to affect his efficiency as an employee of the City, that is likely to violate the City's Code of Ethics, or that is likely to be in violation of the Virginia Conflict of Interests Act. Employees may take occasional part-time jobs elsewhere if in the opinion of the Department Head there is no conflict with working hours or conflict with interests of the City. *The City Manager shall outline the purpose and scope of outside employment by Administrative Policy. Prior to an employee accepting outside employment the employee must obtain approval from the City Manager by completing the Outside/Secondary Employment Request Form.*

6.2 Holidays and Floater Days

The City shall observe the following ~~10~~ holidays and other such holidays as may be prescribed by the City Council:

- Ø New Year's Day
- Ø **Dr. Martin Luther King, Jr. Birthday**
- Ø Memorial Day
- Ø Independence Day
- Ø Labor Day
- Ø **Veterans Day**
- Ø Thanksgiving Day
- Ø day after Thanksgiving
- Ø Christmas Eve
- Ø Christmas Day

In addition to the ~~eight (8)~~ **ten (10)** scheduled holidays listed, all classified employees shall be granted ~~five (5)~~ **three (3)** floater days off during the calendar year at an accrual rate of ~~three and one-third (3.33)~~ **two (2.00)** hours per month. The floater days shall be taken in a manner mutually agreeable to the employee and the employee's Department Head, but must be taken off during the calendar year in which they are granted. The floater days shall not be charged against accumulated annual leave. Payment for floater days shall be authorized only by the Department Head with prior approval by the ~~Administration~~ **Human Resources** Director to cover emergencies and unusual working requirements in departments with twenty-four (24) hour operations. A classified employee may take a floater day(s) prior to accrual, however, in the event of termination, the employee shall be charged for a floater day(s) taken but not accrued. Employees hired during the calendar year shall be authorized to take only the amount accruable for the balance of that calendar year.

All classified employees of the City shall be granted ~~full~~ pay for holidays under the following conditions.

- Ø ~~Employees in a~~ Classified part-time **employees** status shall be entitled to holiday benefits only if the holiday is observed on their normally scheduled workday. Holiday pay **for classified part-time employees shall be at their normal hourly rate of pay for the regularly scheduled hours up to eight (8) hours.**
- Ø Classified employees required to work on authorized holidays shall be paid their normal hourly rate of pay for regularly scheduled hours plus holiday pay **for each authorized holiday worked or the employee may elect with supervisor approval to receive a day of compensatory time off with pay for each authorized holiday worked.**
- Ø **Full-time classified non-exempt non-essential employees who work a voluntary flex schedule shall adjust their work schedule for the holiday week so the holiday is one of the employee's scheduled days.**
- Ø **Full-time classified non-exempt employees in twenty-four (24) hour operations who are not scheduled to work the holiday shall be paid for their regularly scheduled hours plus holiday pay at the employee's normal hourly rate for each authorized holiday not worked or the employee may elect with supervisor approval to receive compensatory time off with pay for each authorized holiday not worked.**
- Ø **Full-time classified employees whose regular daily schedule is less than 12 hours shall be paid holiday pay equal to eight (8) hours at their normal rate of pay for each authorized holiday or receive eight (8) hours of compensatory time at straight time.**

Full-time classified employees whose regular daily schedule is 12 hours or more shall be paid (10) hours of holiday pay. Full-time classified employees whose regular daily schedules are a combination of different daily hours shall be paid eight (8) hours of holiday pay.

- Ø If a holiday falls within an employee's annual leave, it will be charged to holiday pay rather than annual leave. If an employee is sick on a holiday he is scheduled to work, the day will be charged as sick *leave* rather than holiday pay.
- Ø An employee must work or be in an approved leave status with pay the last workday before and the next workday following a holiday in order to be paid for the holiday,
- Ø When a holiday falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. The City Manager may adjust the schedule to accommodate special circumstances.
- Ø *Holiday and Floater days count as hours worked for overtime purposes.*

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ___ ORDINANCE DESCRIPTION/PRESENTATION ___

ITEM TITLE: AN ORDINANCE AMENDING SECTION 13-1-5 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO BONUS INCENTIVES TO INCREASE ALLOWABLE RESIDENTIAL DENSITY FOR PLANNED UNIT DEVELOPMENTS. (Amendment Will Establish Additional Density Bonuses and Allow for PUD Projects to be Considered for Up to 27 Units Per Acre.)

PUBLIC HEARING DATE:

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 completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Aaron Grisdale	Completed	09/17/2015 10:16 AM
Anthony Williams	Completed	09/17/2015 1:54 PM
Eden Freeman	Completed	09/17/2015 4:34 PM

Aaron Grisdale

Aaron Grisdale, Zoning and Building Inspections Director 9/17/2015



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

[Signature]
Eden Freeman, City Manager 9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Aaron Grisdale, Zoning and Building Inspections Director
Date: September 22, 2015
Re: AN ORDINANCE AMENDING SECTION 13-1-5 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO BONUS INCENTIVES TO INCREASE ALLOWABLE RESIDENTIAL DENSITY FOR PLANNED UNIT DEVELOPMENTS. (Amendment Will Establish Additional Density Bonuses and Allow for PUD Projects to be Considered for Up to 27 Units Per Acre.)

THE ISSUE:

Modify existing Planned Unit Development density provisions to allow for developers to apply obtaining density bonuses with a rezoning through Council for up to 27 units per acre.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 2 - Promote and accelerate revitalization of targeted areas throughout the city.

BACKGROUND:

Council conducted a work session, first reading, and second reading/public hearing on this amendment in July and August 2015. At the August 25 meeting, Council tabled this issue until the September 22 Work Session to allow the applicant to gather up additional information about ordinances in other jurisdictions and any additional changes to the amendment. The only materials that staff received from the applicant by the deadline included portions of zoning ordinances from Fredericksburg, Charlottesville, and Winchester (B-1 district). (See attached full staff report)

BUDGET IMPACT:

No funding is required.

OPTIONS:

- Adopt the text amendment
- Adopt the text amendment with modifications
- Decline to adopt the text amendment

RECOMMENDATIONS:

The Planning Commission recommended denial on a 5-1 vote.

AN ORDINANCE AMENDING SECTION 13-1-5 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO BONUS INCENTIVES TO INCREASE ALLOWABLE RESIDENTIAL DENSITY FOR PLANNED UNIT DEVELOPMENTS. (AMENDMENT WILL ESTABLISH ADDITIONAL DENSITY BONUSES AND ALLOW FOR PUD PROJECTS TO BE CONSIDERED FOR UP TO 27 UNITS PER ACRE.)

AN ORDINANCE AMENDING SECTION 13-1-5 PUD OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO BONUS INCENTIVES TO INCREASE ALLOWABLE RESIDENTIAL DENSITY FOR PLANNED UNIT DEVELOPMENTS.

TA 15-323

Draft 2 - (07/20/15)

Ed. Note: The following text represents excerpts of the Zoning Ordinance that are subject to change. Words with strikethrough are proposed for repeal. Words that are boldfaced and underlined are proposed for enactment. Existing ordinance language that is not included here is not implied to be repealed simply due to the fact that it is omitted from this excerpted text.

ARTICLE 13

PLANNED UNIT DEVELOPMENT

SECTION 13-1 PLANNED UNIT DEVELOPMENT DISTRICT - PUD

13-1-5 DENSITY. The density for a Planned Unit Development may be approved for up to eighteen (18) dwelling units per gross acre, except as provided for in Sections ~~13-1-5.1 through 13-1-5.7~~ below. In determining the density to be allowed, the following shall be considered: anticipated population density; amount and type of open space provided; impact of the proposed density on surrounding residential areas; and the adequacy of the public streets providing access to the proposed development. **Density bonuses may be granted by Council as part of the establishment of a PUD district when such bonuses are incorporated within a development agreement.** (3/11/09, Case TA-08-12, Ord. No. 2009-10; 5/10/11, Case TA-11-66, Ord. No. 2011-10)

13-1-5.1 DENSITY ADJUSTMENT BASED UPON ~~LEED® OR OTHER RECOGNIZED GREEN BUILDING PROGRAMS, INCLUDING, BUT NOT LIMITED TO, EARTHCRAFT~~ FOR HOMES CERTIFICATION.

Where dwelling units are ~~certified by the standards outlined in the United~~

~~States Green Building Council LEED® for Homes program~~ **meet the classification of an energy-efficient building, as provided in Section 58.1-3221.2(B) or (C) of the Code of Virginia;** and, with each dwelling unit having no more than two (2) bedrooms, the following Density Adjustment may be applied: (3/11/09, Case TA-08-12, Ord. No. 2009-10)

<u>Level of Certification</u>	<u>Bonus Factor</u>
Certified	<u>Up to .15</u> .20
Silver	<u>Up to .25</u> .30
Gold	<u>Up to .35</u> .40
Platinum	<u>Up to .45</u> .50

13-1-5.2 DENSITY ADJUSTMENT BASED UPON ECONOMIC IMPACT.

The PUD district benefits from a vibrant and economically stable mix of retail, office, and residential uses. In order to achieve this, the following Density Adjustment may be applied:

<u>% of total floor area of site subject to the PUD district in nonresidential use</u>	<u>Bonus Factor</u>
<u>25%</u>	<u>Up to .15</u>
<u>50%</u>	<u>Up to .25</u>

13-1-5.3 DENSITY ADJUSTMENT BASED UPON RESIDENTIAL AMENITIES.

Where at least 5% of the resulting residential floor area in a multifamily project is committed to common amenities, as determined by the Planning Director, a Bonus Factor of up to .15 may be applied. Tenant storage space shall not constitute greater than 40% of the required 5% necessary to take advantage of the amenity bonus.

13-1-5.4 DENSITY ADJUSTMENT BASED UPON AVAILABILITY OF OFF-STREET PARKING.

Where at least 70% of provided off-street parking is offered in the form of an above ground or below ground structure, a Bonus Factor of up to .15 may be applied. Where at least 80% of provided off-street parking is offered in the form of an above or below ground structure, a Bonus Factor of up to .25 may be applied. Where at least 90% of provided off-street parking is offered in the form of an above

ground or below ground structure, a Bonus Factor of up to .35 may be applied. Where 100% of provided off-street parking in the form of an above ground or below ground structure, a Bonus Factor of up to .45 may be applied.

13-1-5.5 DENSITY ADJUSTMENT BASED UPON ACCESSIBILITY.

Where all of the upper story dwelling units in a multifamily project are accessible by passenger elevator, a Bonus Factor of up to .15 may be applied.

13-1-5.6 DENSITY BASED UPON NEW URBANISM DESIGN PRINCIPLES WHICH IS NEAR AND/OR IS ORIENTED TOWARDS COLLEGE/UNIVERSITY/MEDICAL CAMPUSES.

Where a multifamily project is located within the distances provided in Section 18-6-3.1a of a HE-1 or MC zoned, a Bonus Factor of up to .20 may be applied.

13-1-5.7 DENSITY BASED UPON TRANSIT ORIENTED DEVELOPMENT.

Where a multifamily project is developed in a location that is within 300 feet of a City transit stop, within 300 feet of the Green Circle Trail, or within 300 feet of an extension provided within a MPO adopted plan a Bonus Factor of .20 may be applied.

13-1-5.8 Density Bonuses may be cumulative, however, notwithstanding what is stated in Sections 13-1-5.1 through 13-1-5.7 above, the maximum Bonus Factor which can be applied shall not exceed one hundred fifty percent (150%) of the base density allowed with a PUD overlay zoning.

City Council Work Session
September 22, 2015

TA-15-323 AN ORDINANCE AMENDING SECTION 13-1-5 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO BONUS INCENTIVES TO INCREASE ALLOWABLE RESIDENTIAL DENSITY FOR PLANNED UNIT DEVELOPMENTS. (*Amendment will establish additional density bonuses and allow for PUD projects to be considered for up to 27 units per acre.*)

REQUEST DESCRIPTION

This is a privately sponsored zoning ordinance text amendment to amend the Planned Unit Development provisions in Article 13 and include density bonuses if projects meet certain desired development criteria. The provisions are fashioned similar to the density bonus provisions available for multifamily development in the B-1 (Central Business) district, mainly situated in Old Town.

The amendment would allow for a developer when requesting a rezoning for Planned Unit Development Overlay to include within their proposal a request for the density bonuses. Only the highest quality and most desirable projects that are consistent with the bonus standards should be considered for density bonuses. Council would retain discretion of whether such bonuses should be granted during the rezoning process as part of the project's evaluation of potential traffic and fiscal impacts, consideration of the Comprehensive Plan, etc.

The proposal includes bonuses that could potential increase the density up to 150% of the maximum density of the PUD district. The existing ordinance language allows for a maximum of up to eighteen (18) dwelling units per acre, and this proposal would allow for certain projects to go up to twenty-seven (27) dwelling units per acre. The PUD density standards were amended in 2011 to change the maximum density from 10 units up to 18 units per acre and to allow up to 55% nonresidential use where it was previously capped at 5% of the development.

In the application materials, the applicant contends that these opportunities to earn additional density bonuses in the PUD district for multifamily projects will lead to an increase in student and young professionals housing for the various areas of Winchester, specifically including around Shenandoah University.

The current proposal, dated July 20, 2015, is the result of many discussions back and forth between the applicant and staff. There are several additional charts and tables at the end of this staff report to help illustrate the proposal.

- 1) Chart "A" included in your packet illustrates the standards that were originally proposed at the time of submittal compared to the standards and bonuses that are in Draft 2 for your consideration today.
- 2) Chart "B" analyzes the current updated proposal and includes staff recommendations for the standards and bonuses.
- 3) Table "C" provides an example calculation of how a developer may attempt to achieve maximum residential density.
- 4) Diagram "D" is the existing illustration in the Zoning Ordinance pertaining to off-street parking, that is referenced in the proximity threshold for developments in proximity to the HE-1 and MC zoning districts (Section 13-1-5.6)

STAFF COMMENTS

After several discussions and revisions to the proposal, the applicant has modified the bonuses from the original proposal to reflect qualities of a development that are desirable from the New Urbanism design perspective and qualities mentioned in the Comprehensive Plan. The bonuses are cumulative; however, they are capped at a maximum of 150% (.50 bonus factor) of the density of the PUD district, which amounts to a maximum of 27 dwelling units per acre.

The proposed bonuses include, green building construction (such as LEED and EarthCraft), economic impact, dedication of residential amenities, availability of off-street parking, accessibility, proximity to college/medical campus, and transit oriented development.

Overall, staff believes the ordinance amendment has come a long way from the original submittal to be in a form that is more appropriate for consideration, compared to the original submittal. If this amendment is to be adopted, the goal should be for only the highest quality and most desirable projects should be eligible for the maximum density. To achieve this any qualifying project should need to utilize at least 3-4 of the bonus factor areas in order to reach the maximum possible density. This will help incentivize developers to utilize several facets of construction and design that the City has determined as desirable, both in the Zoning Ordinance and the Comprehensive Plan.

With the latest draft of the ordinance amendment, dated July 20, 2015, there are still a few areas where staff has concerns. Most of the concerns are with the bonus factor levels being proposed; staff believes they are too high. Additionally, two of the standards themselves, we believe should be modified. The staff recommended alterations to the ordinance are included in Chart "B."

If this ordinance amendment is adopted, there will not be an immediate impact on the already approved PUD rezonings and development plans approved by Council, specifically pertaining to their allowable density on site. In order for existing projects to qualify for the proposed density bonuses, City Council would need to approve a revision to the development plan and zoning overlay and evaluate the proposal on the specific merits and evaluate potential impacts of the proposal and consistency with the Comprehensive Plan.

RECOMMENDATION

Staff does not recommend favorable action on the ordinance amendment as currently proposed. Some of the bonus category standards should be revised for additional clarity and numerous bonus factors should be lowered to better reflect the intent of this ordinance. However, if Council is comfortable with the recommendations provided by staff, we believe a revised version of this ordinance that incorporates staff's recommendations is consistent with good planning practice and the Comprehensive Plan and should be adopted.

During their discussion at the public hearing on June 21st, the Planning Commission had mixed opinions about the proposed amendment. Some members felt that it was beneficial to have specific outlined goals and standards included in the ordinance for qualifying project to aim for when attempting to achieve higher density. However, a majority of the members were not supportive of the amendment, as proposed, due to a couple factors: the proposed density bonuses were too high and should be more in line with staff's recommendations, and a couple members felt that the proposed bonuses were already implied within the ordinance and this proposal would provide additional bonuses for redundant considerations.

At their June 21st meeting, the Planning Commission forwarded **TA-15-323** on a 5-1 vote recommending denial because the amendment as proposed provides for additional residential densities that are not consistent with good planning practice, and is inconsistent with the Comprehensive Plan.

September 22, 2015 Update:

At their August 25th regular meeting, the applicant asked City Council to table the amendment until the September 22nd work session to provide for an opportunity for the applicant to provide additional background and information on ordinances for other comparable localities in Virginia. The only additional information received from the applicant are ordinances for the City of Fredericksburg, City of Charlottesville, and portion of Winchester's Zoning Ordinance (B-1 – Central Business) district. These additional materials are included in your agenda packet.

CHART A – Comparison of Original Proposed Standards/Bonuses vs. Current Proposed Standards/Bonuses

<u>Category</u>	<u>Original Standard</u>	<u>Original Bonus</u>	<u>Current Proposed Standard</u>	<u>Current Proposed Bonus</u>
LEED, EarthCraft, and other Green Building certifications as provided in the Code of Virginia.	Tiered LEED certification bonus	Certified .20 Silver .30 Gold .40 Platinum .50	Tiered bonuses based upon certification level of green building program.	Certified .15 Silver .25 Gold .35 Platinum .45
Economic Impact	25% total floor area is nonresidential	.25 bonus	25% of total floor area is nonresidential	.15 bonus
	50% of total floor area is nonresidential	.50 bonus	50% of total floor area is nonresidential	.25 bonus
	75% of total floor area is nonresidential	.75 bonus		
Residential Amenities	At least 5% of resulting residential floor area in multifamily project is committed to common amenities	.20 bonus	At least 5% of resulting residential floor area in multifamily project is committed to common amenities	.15 bonus
Off-Street Parking Structure	Where off-street parking is offered for multifamily project.	___ bonus	Where off-street parking is offered in the form of an above ground or below ground structure.	70% in structure .15 80% in structure .25 90% in structure .35 100% in structure .45
	If off-street parking is provided in above ground or below ground structure.	___ bonus	Tiered system of bonuses depending on % of off-street parking provided in structure.	
Accessibility	Where at least 70% of the upper story dwelling units are accessible by passenger elevator.	.20 bonus	Where all of the upper story dwelling units in a multifamily project are accessible by passenger elevator.	.15 bonus

Attachment: TA-15-323 - PUD Density Bonus Staff Report (CC Work Session 092215) (O-2015-24 : TA-15-

CHART A – Comparison of Original Proposed Standards/Bonuses vs. Current Proposed Standards/Bonuses

<u>Category</u>	<u>Original Standard</u>	<u>Original Bonus</u>	<u>Current Proposed Standard</u>	<u>Current Proposed Bonus</u>
Use of New Urbanism and proximity to college/university/medical campus	Where a multifamily project is developed using quality design principles of New Urbanism in higher density housing areas, is oriented to students and possibly includes some mixed uses.	.50 bonus	Where a multifamily project is located within the distances provided in Section 18-6-3.1a of HE-1 or MC zoned parcel.	.20 bonus
Transit Oriented Development	<i>Not included</i>	<i>Not included</i>	Where a multifamily project is developed in a location that is within 300 feet of a City transit stop, within 300 feet of the Green Circle Trail, or within 300 feet of an extension provided within a MPO adopted plan.	.20 bonus

CHART B – Comparison of Current Proposed Standards/Bonuses vs. Staff’s Recommended Standards/Bonuses

<u>Category</u>	<u>Standard (Applicant)</u>	<u>Standard - Staff Recommendation</u>	<u>Proposed Bonus (Applicant)</u>	<u>Bonus - Staff Recommendation</u>
LEED, EarthCraft, and other Green Building certifications as provided in the Code of Virginia.	Tiered bonuses based upon certification level of green building program.	Add a catchall provision that allows certifications without tiered levels to have a set bonus factor.	Certified .15 Silver .25 Gold .35 Platinum .45	Certified .10 Silver .15 Gold .20 Platinum .25 Others .15
Economic Impact	25% of total floor area is nonresidential 50% of total floor area is nonresidential	Staff agrees with proposal.	.15 bonus .25 bonus	.15 bonus .25 bonus
Residential Amenities	At least 5% of resulting residential floor area in multifamily project is committed to common amenities	Staff agrees with proposal.	.15 bonus	.15 bonus
Off-Street Parking Structure	Where off-street parking is offered in the form of an above ground or below ground structure. Tiered system of bonuses depending on % of off-street parking provided in structure.	Staff agrees with proposal.	70% in structure .15 80% in structure .25 90% in structure .35 100% in structure .45	70% in structure .10 80% in structure .15 90% in structure .20 100% in structure .25
Accessibility	Where all of the upper story dwelling units in a multifamily project are accessible by passenger elevator.	Where all of the upper story dwelling units in a multifamily project are accessible by passenger elevator. Where 100% of ground floor dwelling units incorporate universal design.	.15 bonus	.05 bonus .05 bonus

Attachment: TA-15-323 - PUD Density Bonus Staff Report (CC Work Session 092215) (O-2015-24 : TA-15-

CHART B – Comparison of Current Proposed Standards/Bonuses vs. Staff’s Recommended Standards/Bonuses

<u>Category</u>	<u>Standard (Applicant)</u>	<u>Standard - Staff Recommendation</u>	<u>Proposed Bonus (Applicant)</u>	<u>Bonus - Staff Recommendation</u>
Use of New Urbanism and proximity to college/university/medical campus	Where a multifamily project is located within the distances provided in Section 18-6-3.1a of HE-1 or MC zoned parcel.	Staff agrees with proposal.	.20 bonus	.15 bonus
Transit Oriented Development	Where a multifamily project is developed in a location that is within 300 feet of a City transit stop, within 300 feet of the Green Circle Trail, or within 300 feet of an extension provided within a MPO adopted plan.	Staff agrees with proposal.	.20 bonus	.15 bonus
<p>** Both the applicant and staff agree that proposed bonuses should be <u>up to</u> the provided level. **</p> <p>** Highlighted areas indicate recommended additions/changes by staff **</p>				

Table C – Maximum Density Calculation Examples

<u>Using Applicant Proposed Bonuses</u>		<u>Using Staff’s Recommended Bonuses</u>	
Example: 5 acres of land (PUD minimum)		Example: 5 acres of land (PUD minimum)	
5 acres x 18 (max base units / acre) = 90 residential units		5 acres x 18 (max base units / acre) = 90 residential units	
<ul style="list-style-type: none"> • <i>Use of EarthCraft Construction (Certified Level)</i> • <i>90% of parking provided in parking structure</i> 	.15 bonus .35 bonus	<ul style="list-style-type: none"> • <i>Use of EarthCraft Construction (Certified Level)</i> • <i>90% of parking provided in parking structure</i> • <i>25% of total floor area is nonresidential</i> • <i>100% of upper units accessible by elevator</i> 	.10 bonus .20 bonus .15 bonus .05 bonus
<ul style="list-style-type: none"> • <i>Cumulative bonus</i> 	.50 (.50 maximum bonus)	<ul style="list-style-type: none"> • <i>Cumulative bonus</i> 	.50 (.50 maximum bonus)
Bonus density = 90 units x .50 bonus = 45 bonus units		Bonus density = 90 units x .50 bonus = 45 bonus units	
Total density = base density + bonus density		Total density = base density + bonus density	
Total density = 90 units (base) + 45 units (bonus) = 135 total units (27 per acre)		Total density = 90 units (base) + 45 units (bonus) = 135 total units (27 per acre)	

This table illustrates staff’s recommendation that the ordinance, if approved, should be designed to incentivize the utilization of 3-4 bonus categories. By incorporating a higher number of the bonus areas, the developer can demonstrate intent to bring forward a project that is of the highest quality design and desirability and meets goals specified in the Comprehensive Plan.

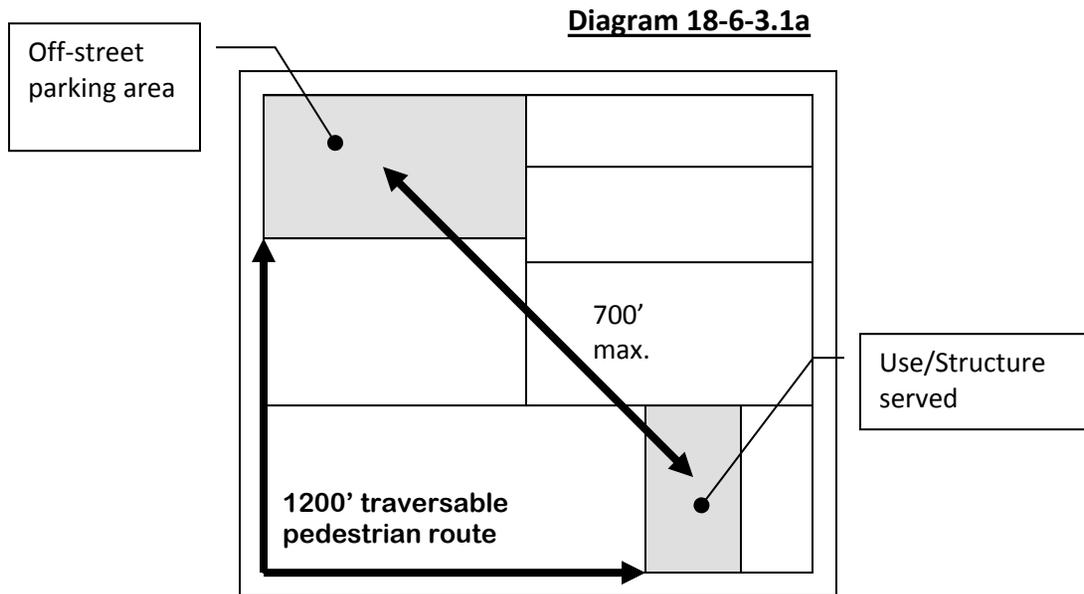
As noted in the left table, under the current proposed ordinance, it is possible to get to the maximum density bonus (.50) using only 2 categories. Staff recommendations, as illustrated in the rightmost table, would require that 3-4 categories be utilized to be eligible for the maximum density bonus.

Diagram D – Reference to Section 18-6-3.1a of the Zoning Ordinance

18-6-3.1

Location of Off-Street Parking Areas. The off-street parking areas required by this Article shall be located on the same lot or parcel of land that they are intended to serve, except as follows: (1/12/93, Case TA-92-03, Ord. No. 001-93; 10/13/09, Case TA-09-89, Ord. No. 2009-27)

- a. Off-site spaces shall be within 700 feet of the use or structure served. For the purpose of this requirement, distance from parking spaces to the use or structure served shall be measured in a straight line from the nearest parking space to the use served. However, no space shall be more than 1,200 feet away from the use or structure served as measured along a traversable pedestrian route. **See diagram 18-6-3.1a.**



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THOMAS MOORE LAWSON • TLAWSON@LSPLC.COM

July 20, 2015

Timothy Youmans, Planning Director
 Aaron M. Gridale, CZA, Director of Zoning and Inspections
 Josh Crump, Planner
 City of Winchester
 Rouss City Hall
 15 North Cameron Street
 Winchester, VA 22601

Re: JDC Winchester LLC -
 Ordinance Amendment Application
 Our File No. 835.001

VIA E-MAIL

Dear Gentlemen:

This is a follow-up to my telephone conversation of last week with Aaron regarding the text revisions that you sent to me on July 10th.

First, my general comment is that reducing the density bonuses generally is not problematic if an applicant is still able to request, giving the Council the opportunity, if they so choose to grant, a density bonus that is 150% of the existing 18 units per acre. Also in keeping in the category of general comments, however, I do think that revising the text to allow for enhanced density bonuses within the various categories is a good idea. As one Planning Commissioner put it so well, I believe that it is a good idea to incentivize a developer to give more in order for the City Council to consider, and if they so choose to grant, more in terms of density bonuses. With these general comments I provide you comments to the specific sections.

Paragraph 13-1-5.1: I believe that there ought to be enhanced bonus factors as an applicant demonstrates that it moves up (gives more) the level of certification for green building programs. It is interesting to me that both LEED and Earthcraft both use the same certification levels. If there is concern about using certain terms in this ordinance where another energy efficient group may use different terms I would simply add language to the text that confirms that the intent of this ordinance is to grant density bonuses as an applicant demonstrates that it has delivered more energy efficient improvements (certifications) to its development.

Paragraph 13-1-5.4: I would revise this section again on a graduated level to incentivize a

Attachment: PUD Applicant Letter 7.20.15 (O-2015-24 : TA-15-323 - PUD Density Bonuses)

Timothy Youmans, Planning Director, et al.

July 20, 2015

Page 2

developer. This is to say that there ought to be an increase in density bonuses for every 10% increase up to a maximum of 100% of offstreet parking provided. I would suggest that a table be added to this section so that if there is 70% offstreet parking then Council could award a 0.15 density bonus. If there is an 80%, 90%, 100% offstreet parking provided then the density bonus should also be increased by a graduated amount. By way of suggestion, 0.20, 0.25 and 0.30 should be considered.

Paragraphs 13-1-5.5 and 13-1-5.6: I believe that the bonus for accessibility is for some reason low with a point 0.05. I do know that providing elevators to multi-family has been an important issue for Council, and I would therefore suggest that it ought to at least be provided with a density bonus of 0.15. Once again with Paragraph 13-1-5.6, I believe that this is for some reason very low. It would seem to me that locating multi-family within a certain acceptable distance of either a campus and/or mass transit or Green Circle is a very important factor for Council that ought to be properly incentivized. I would therefore suggest that that be at least a 0.20 density bonus.

Thank you for the opportunity to work together on this text amendment. I do believe that this revised ordinance is a valuable tool that will give future Councils the opportunity to incentivize certain desirable development. Of course, at the end of the day, all this text amendment does is provide an opportunity for Council. If they choose not to do it and not to grant the bonus then they would certainly be well within their rights. By granting this text amendment, there is no by right benefit being granted to any property owner.

I look forward to tomorrow afternoon's hearing for the Planning Commission.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. Moore Lawson', written over a horizontal line.

Thomas Moore Lawson

TML:jk

cc: JDC Winchester LLC

- [1] Single-family detached: up to 16 units per acre.
 - [2] Single-family attached: up to 16 units per acre.
 - [3] Multifamily: up to 30 units per acre.
 - [4] Student housing: up to 60 units per acre when no other residential units are proposed.
- (b) Any combination of mix of the residential unit types may be used to achieve the permitted density and as shown on the GDP. The unit mix in a phased development may vary due to the prevailing market conditions, provided that the total number of units developed shall not exceed the total number of units shown on the approved GDP.
 - (c) Notwithstanding any other provisions of this section the City Council may approve an increase in density levels upon finding such increase achieves the purpose and intent of the district.
- E. Open space. The minimum landscaped open space shall be 15% of the total gross area.
 - F. Conflict. Where regulations within this district conflict with other provisions within this chapter, these district regulations shall govern.
 - G. Additional regulations. A PD-MU District shall comply with the following standards:
 - (1) Commercial uses.
 - (a) At least 40% and no more than 65% of the gross land area of the district shall be used to determine or compute the permitted floor area ratio in accordance with § 72-33.3, Maximum floor area ratio.
 - (b) In the case of vertically mixed use buildings, the commercial use on the ground floor shall be used to calculate this percentage.
 - (2) Vertical mix. At least 20% of the buildings containing commercial uses within the district shall contain uses from at least two of the following different use categories:
 - (a) Professional office;
 - (b) Retail; and
 - (c) Multifamily dwelling units above the first floor.
 - (3) Use mixing.
 - (a) The PD-MU District requires a mix of uses based on the number of residential units as set forth in § 72.33.3D(3) and commercial use expressed as a percentage as set forth in § 72-33.3G(1). The percentage shall mean the percentage of the total gross land area of the district subject to the rezoning application. The mix of uses shall be calculated in accordance with the following rules:
 - [1] The vertical stacking of residential uses in the same building as nonresidential uses is permitted.
 - [2] Phasing of the development may be approved at the time of rezoning. Each phase of development shall contain a tabulation of the site by use category, the accumulated total FAR, the total number of residential units, and the percentage of open space to demonstrate that the development is in conformance with the GDP. Individual phases of the development may have densities that exceed the maximum

City of Fredericksburg, VA
Monday, August 3, 2015

Article 72-5. Development Standards

SECTION 72-51. Density and Layout

72-51.1. Density requirements.

A. Density requirements.

(1) Unbuildable lands.

- (a) Fifty percent of the allowable maximum density shall be permitted and calculated for that area of a site containing any or all of the following features, when the sum of such features comprises 25% or more of such site:

[1] One-hundred-year frequency floodplains;

[2] Slopes in excess of 25%;

[3] Quarries or landfills, abandoned mines, or excavation areas; and

[4] Soils determined to be unbuildable for residential and street development.

- (b) Seventy-five percent of the allowable maximum density shall be permitted and calculated for that area of a site containing any or all of the features set forth in § 72-51.1A(1) above when the sum of such features comprises 15% to 24% of such site.

(2) Density credits.

- (a) Additional density credit, but not to exceed 10% of the maximum allowable density in a given district, may be granted by the City Council on a case-by-case basis, where special amenities or recreational improvements of high construction costs are provided in a given residential development. The phasing and design of such improvements shall be subject to final plan approval and shall be bonded with other site improvements.
- (b) Full density credit shall be permitted and calculated for areas needed by the City to be dedicated for a public park, public school site, public facility, or public transportation improvements as indicated on the adopted Comprehensive Plan, provided that such areas are deeded to and accepted by the City. Such dedicated park areas toward the open space requirements of the district in which located.
- (c) No density credit shall be given for those areas located within major utility easements or rights-of-way greater than 25 feet in width acquired after October 8, 2013.
- (d) In administering the provisions of this section, the Development Administrator shall have the authority to determine the qualifying characteristics of lands to be used for density credit and for open space or landscaped open space in a given district.

Sec. 34-367. - Bedrooms—Limitation of number in R-UMD and R-UHD Districts.

Within the R-UMD and R-UHD zoning districts, the number of bedrooms permitted within a multifamily development shall be restricted as follows:

(1) *Density of 3-21 DUA:*

R-UMD: Eighty-four (84) bedrooms per acre, maximum; not more than four (4) bedrooms per dwelling unit

R-UHD: Eighty-four (84) bedrooms per acre, maximum; not more than four (4) bedrooms per dwelling unit

(2) *Density of 22-64 DUA:*

R-UMD: One hundred fifty (150) bedrooms per acre, maximum; not more than:

Four (4) bedrooms per dwelling unit (units attributable to density of up to twenty-one (21) DUA), and

Three (3) bedrooms per dwelling unit (units attributable to density in excess of twenty-one (21) DUA)

R-UHD: Two hundred fifteen (215) bedrooms per acre, maximum; not more than:

Four (4) bedrooms per dwelling unit (units attributable to density of up to twenty-one (21) DUA), and

Three (3) bedrooms per dwelling unit (units attributable to the density in excess of twenty-one (21) DUA)

(3) For densities in excess of sixty-four (64) DUA approved by special use permit within the R-UHD district, the city council may establish reasonable conditions limiting the number of bedrooms per dwelling unit.

(9-15-03(3); 6-6-05(2))

Sec. 34-368. - Density bonus, R-UMD and R-UHD.

Within a multifamily development proposed within any R-UMD or R-UHD district, an additional five (5) units shall be allowed over and above the number of units permitted by the density limitations of the applicable zoning district, for each single-family detached dwelling owned by the developer and for which the developer records restrictive covenants requiring such dwelling, for so long as it remains a residential use, to be: (i) owner-occupied, and (ii) used and occupied by no more than two (2) persons unrelated by blood or marriage. To qualify for this bonus, the single-family detached dwelling must be located within an R-1(U) or R-2(U) zoning district within the city, and the restrictive covenants must be recorded prior to approval of the preliminary site plan for the multifamily development to which the bonus units will be applied.

(9-15-03(3))

Sec. 34-985. - Rules for computing required spaces.

- (a) The number of required spaces shall be computed as follows:
- (1) "Floor area" shall mean gross floor area of the referenced use or structure, unless otherwise specified.
 - (2) Where fractional spaces result, the parking spaces required shall be computed to the nearest whole number.
 - (3) The parking space requirements for a use not specifically mentioned in this chapter shall be the same as required for the most similar use mentioned.
 - (4) When any lot or building is used for two (2) or more purposes, or contains two (2) or more types of spaces for which separate parking requirements are specified (e.g., areas with tables versus areas without tables; areas with service facilities versus areas without service facilities, etc.), the number of parking spaces required shall be the sum of the requirements for the various individual uses or areas, computed separately in accordance with this division, except as provided in section 34-974 (cooperative parking arrangements).
- (b) Certain reductions in the number of required parking spaces for a particular use shall be allowed, under the following circumstances:
- (1) When cooperative parking arrangements are shared by two (2) or more uses, as set forth within section 34-974 (cooperative parking arrangements).
 - (2) Where a use is located within three hundred (300) feet of a bus stop on an existing city bus route, the number of parking spaces required for such use shall be reduced by: (i) four (4) spaces for uses located within the Downtown North, Downtown South, High Street, Central City, Neighborhood, and Cherry Avenue Corridor Mixed Use Districts, and within the McIntire/Fifth Street Residential Corridor District; or (ii) two (2) spaces for uses located within any other zoning districts. Where a use is located within three hundred one (301) to six hundred (600) feet of a bus stop on an existing city bus route, a similar reduction of spaces shall be granted, in an amount equal to one-half ($\frac{1}{2}$) of the number(s) specified in clauses (i) and (ii), above. Upon finding that a use is more than three hundred (300) feet away from a bus stop in an existing bus route, but that such use is located on the same block as the bus stop, the director of neighborhood development services may grant the reduction specified within clause (i), above.
 - (3) Where bicycle lockers are provided on-site, the number of required off-street parking spaces shall be reduced by: (i) two (2) spaces for every five (5) lockers, for uses located within the Downtown North, Downtown South, High Street, Central City, Neighborhood, and Cherry Avenue Corridor Mixed-Use Districts, and within the McIntire/Fifth Street Residential Corridor District; or (ii) one (1) space for every five (5) lockers for uses located within any other zoning districts.
 - (4) Where parking lots provide for clearly marked spaces for vans with three (3) or more occupants, such spaces shall count as three (3) parking spaces. These spaces shall be marked with a sign containing the conditions of the space use.
 - (5) For non-residential uses, where on-site showers and locker rooms are available for use by employees, the number of required parking spaces may be reduced by four (4) spaces, for uses located within the Downtown North, Downtown South, High Street, Central City, Neighborhood, and Cherry Avenue Corridor Mixed-Use Districts, and within the McIntire/Fifth Street Residential Corridor Districts; or two (2) spaces for uses located within any other zoning districts.
 - (6) The total number of required parking spaces may not be reduced as a result of any bonus(es) listed in paragraphs (1) through (5), above, by more than: (i) thirty-five (35) percent, for uses located within the Downtown North, Downtown South, High Street, Central City, and Neighborhood Commercial, Corridor Districts, and within the McIntire/Fifth Street Residential Corridor District; or (ii) twenty (20) percent, for uses located within any other zoning districts, provided that none of the bonuses listed in paragraphs (1) through (5) above may be applied to reduce the parking requirement specified within Article VI, Division 7, section 34-662(c) (reduced parking requirements for the Cherry Avenue Corridor District).

(9-15-03(3))

Sec. 34-660. - Bonuses, square footage.

(a) *Bonuses.* Following below is a list of bonuses that may be granted in return for certain amenities within a mixed-use development. The bonuses may be applied to increase the square footage of a use allowed within the Cherry Avenue Corridor district subject to size restrictions. Notwithstanding any contrary indication set forth within section 34-796 (use matrix), where a bonus allows for square footage greater than that allowed-by right for a particular use, no special permit shall be required.

- (1) For every one (1) square foot of space used for child care, an additional two (2) square feet of space shall be granted.
- (2) For every one (1) square foot of landscaping above those required by sections 34-369 and 34-853, an additional twenty-five hundredths (0.25) square feet of space shall be granted.
- (3) For every one (1) square foot of space used for a training center whose facilities would not be limited exclusively to employees of a business, or to residents, within the mixed-use project, an additional two (2) square feet of space shall be granted.
- (4) For every one (1) square foot of space used for a courtyard, plaza, open space or porch, an additional two (2) square feet of area shall be granted.

(5-19-08(3))

WINCHESTER ZONING ORDINANCE

SECTION 9-4. LOT DENSITY REGULATIONS.

9-4-1 The density for uses in this district shall be as follows:
(9/14/04, Case TA-04-05, Ord. No. 039-2004)

Repealed. (9/14/04, Case TA-04-05, Ord. No. 039-2004; 8/12/08, Case TA-08-05, Ord. No. 2008-34)

Dwelling units --- except as adjusted per Subsection 9-4-1.1a through f of this Ordinance, if applicable: one (1) unit for each one thousand (1,000) square feet of Lot Area. (9/14/04, Case TA-04-05, Ord. No. 039-2004; 8-12-08, Case TA-08-05, Ord. No. 2008-34)

9-4-1.1 DENSITY ADJUSTMENT FOR MULTIFAMILY PROJECTS. In computing the density adjustments in Sections 9-4-1.1a through f below, the Base Density shall be computed before applying the adjustments. Simple rounding shall be used in eliminating fractions. (9/14/04, Case TA-04-05, Ord. No. 039-2004)

An Adjusted Base Density shall be computed by multiplying the Base Density by the Bonus Factor applicable to each bonus provision below. The product represents the number of dwelling units (Density Adjustment) that may be added to the Base Density when determining the maximum number of units permitted. (9/14/04, Case TA-04-05, Ord. No. 039-2004)

a. DENSITY ADJUSTMENT BASED UPON ECONOMIC IMPACT.
The B-1 district benefits from a vibrant and economically stable mix of retail, office, and residential uses. In order to achieve this, the following Density Adjustment shall be applied: (9/14/04, Case TA-04-05, Ord. No. 039-2004)

% of total floor area in nonresidential use	Bonus Factor
25%	.25
50%	.50
75%	.75

b. DENSITY ADJUSTMENT BASED UPON HISTORIC PRESERVATION IMPACT. Only properties situated in the Historic Winchester (HW) overlay District or a National Historic District shall be subject to this Section. Where the development consists of structures (excluding accessory structures) at least fifty (50) years old which are already, or as a part of the development plan are proposed to be, preserved in accordance with historic preservation guidelines established by the U.S. Department of the Interior, ("historically preserved") the following Density Adjustments shall be applied:
(9/14/04, Case TA-04-05, Ord. No. 039-2004; 8/12/08, Case TA-08-05, Ord. No. 2008-34)

Attachment: Winchester (O-2015-24 : TA-15-323 - PUD Density Bonuses)

CENTRAL BUSINESS DISTRICT - B-1

<u>% of existing floor area preserved</u>	<u>Bonus Factor</u>
60%	.30
70%	.35
80%	.40
90%	.45
100%	.50

- c. DENSITY ADJUSTMENT BASED UPON LEED® FOR HOMES CERTIFICATION. Where dwelling units are certified by the standards outlined in the United States Green Building Council LEED® for Homes program; and, with each dwelling unit having no more than two (2) bedrooms, the following Density Adjustments shall be applied: (8/12/08, Case TA-08-05, Ord. No. 2008-34; 3/11/09, Case TA-08-12, Ord. No. 2009-10)

<u>Level of Certification</u>	<u>Bonus Factor</u>
Certified	.20
Silver	.30
Gold	.40
Platinum	.50

- d. DENSITY ADJUSTMENT BASED UPON RESIDENTIAL AMENITIES. Where at least 5% of the resulting residential floor area is committed to common amenities, as determined by the Planning Director, a Bonus Factor of .20 shall be applied. Tenant storage space shall not constitute greater than 40% of the required 5% necessary to take advantage of the amenity bonus. (8/12/08, Case TA-08-05, Ord. No. 2008-34)
- e. DENSITY ADJUSTMENT BASED UPON ACCESSIBILITY. Where at least 70% of the upper story dwelling units are accessible by passenger elevator, a Bonus Factor of .20 shall be applied. (8/12/08, Case TA-08-05, Ord. No. 2008-34)
- f. DENSITY ADJUSTMENT BASED UPON PROPERTY LOCATION. Where dwelling units are located within the special taxation as per Section 25-1 of Winchester City Code, the following Density Adjustment shall be applied:

<u>Taxation District</u>	<u>Bonus Factor</u>
Secondary Downtown District	.10
Primary Downtown District	.20

- 9-4-2 Other Residential and lodging Accommodations listed under Sections 9-1 and 9-2 of this Ordinance one (1) bed per three hundred seventy five (375) square feet of lot area. (5/14/96, Case TA-96-01, Ord. No. 012-96; 1-9-01, Case TA-00-09, Ord. No. 002-2001)
- 9-4-3 Other uses - None. (5/14/96, Case TA-96-01, Ord. No. 012-96)

Attachment: Winchester (O-2015-24 : TA-15-323 - PUD Density Bonuses)

2015 Fire and Rescue Department Statistics

Month	Incidents											Casualties		Training Hours		Resuscitation Efforts	
	EMS	Fire	Total	Struc. Fire	Fire Other	ALS 1	ALS 2	BLS	Pt. Ref.	Mutual Aid Given	Mutual Aid Recvd.	Fire	Civ.	Dept. Personnel	LFCC Ride-Along Students	Cardiac Arrest	Cardiac Arrest Saved
January	356	111	467	8	103	190	5	123	23	43	12	0	2	1204	0	4	2
February	357	133	490	7	126	179	5	125	21	39	15	0	0	984	0	3	3
March	389	111	500	7	104	201	3	139	26	41	14	0	0	1456	0	3	1
April	397	87	484	4	83	198	7	129	28	32	9	0	0	1660	0	8	1
May	433	127	560	3	124	196	6	141	52	45	7	0	1	1336	0	5	2
June	420	116	536	4	112	219	2	118	42	38	13	0	0	1738	0	2	1
July	430	129	559	3	126	215	3	143	38	48	6	0	0	1083	0	2	1
August	440	102	542	2	100	235	1	138	41	26	14	0	0	1301	0	1	0
September			0		0												
October			0		0												
November			0		0												
December			0		0												
TOTAL	3222	916	4138	38	878	1633	32	1056	271	312	90	0	3	10763	0	28	11
	77.86%	22.14%		4.15%	95.85%	50.68%	0.99%	32.77%	8.41%	7.54%	2.17%					39.29%	
	% of Total			% of Fire		% of EMS Responses				% of Total		26.3% National Average					

10 Years of Incidents											
2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
4932	5288	5711	5673	5571	5365	5407	5539	5541	5756	5605	5888

Other Monthly Activity:

Communication: WFRD August 2015 Report (Monthly Reports)

FY 2016 EMS Revenue Recovery Statistics

	Gross Revenue	Manual Contractual Allowances	Automatic Contractual Allowances	Refunds	Net Collectable	Payments from Patients	Payments from Insurance	Total Deposits
JULY	\$0.00	\$7,117.76	\$1,293.81	\$556.35	(\$8,967.92)	\$7,108.46	\$78,342.97	\$85,451.43
AUGUST	\$0.00	\$3,676.09	\$806.06	\$1,228.38	(\$5,710.53)	\$5,413.15	\$14,684.64	\$20,097.79
SEPTEMBER					\$0.00			\$0.00
OCTOBER					\$0.00			\$0.00
NOVEMBER					\$0.00			\$0.00
DECEMBER					\$0.00			\$0.00
JANUARY					\$0.00			\$0.00
FEBRUARY					\$0.00			\$0.00
MARCH					\$0.00			\$0.00
APRIL					\$0.00			\$0.00
MAY					\$0.00			\$0.00
JUNE					\$0.00			\$0.00
TOTALS	\$0.00	\$10,793.85	\$2,099.87	\$1,784.73	(\$14,678.45)	\$12,521.61	\$93,027.61	\$105,549.22

Communication: WFRD August 2015 Report (Monthly Reports)



2015 Fire Marshal Division Statistics

Month	City Fire Property Dollar Loss/Save			Plan Review		Inspections/Investigations										Public Education			
	Loss	Value	Saved	#	Revenue Generated	Annual Fire Insp.	Follow-up	New Business	Sprinkler	Alarm	Supres.	Site	Other Insp.	FMO Staff Investig.	Smoke Alarms Installs	Car Seat Installs	Pub Ed Children	Pub Ed Adult	
January	\$212,000.00	\$1,869,100.00	\$1,657,100.00	10	\$272.34	9	27	0	2	0	1	0	13	3	2	8	0	9	
February	\$21,500.00	\$318,200.00	\$296,700.00	7	\$74.46	40	37	0	2	0	0	0	23	2	0	23	3	28	
March	\$25,050.00	\$4,673,500.00	\$4,648,450.00	17	\$1,383.12	17	14	0	0	0	1	1	25	3	0	10	39	25	
April	\$2,000.00	\$2,000.00	\$0.00	10	\$485.52	20	29	0	2	1	3	0	49	2	0	10	231	230	
May	\$10,000.00	\$25,000.00	\$15,000.00	22	\$0.00	10	7	0	6	3	2	7	8	1	4	18	52	31	
June	\$6,500.00	\$185,000.00	\$178,500.00	17	\$683.40	33	13	5	3	3	1	0	18	1	1	1	584	617	
July	\$1,030.00	\$257,130.00	\$256,100.00	26	\$1,212.78	33	45	3	4	3	1	1	10	2	0	8	100	110	
August	\$3,000.00	\$601,600.00	\$598,600.00	21	\$353.43	45	18	3	4	2	2	1	21	2	5	11	31	69	
September			\$0.00																
October			\$0.00																
November			\$0.00																
December			\$0.00																
TOTAL	\$281,080.00	\$7,931,530.00	\$7,650,450.00	130	\$4,465.05	207	190	11	23	12	11	10	167	16	12	89	1040	1119	

Other Inspections includes:

- Message Permit Inspections
- Complaint Inspections
- Knox Box Installation and Maintenance
- Temporary Use Occupancy Inspections
- Night Club Life Safety Inspections
- Tent Inspections
- Fire Code Permit related inspections

Communication: WFRD August 2015 Report (Monthly Reports)