AGENDA

FINANCE COMMITTEE

4:00 p.m., Monday, November 14, 2016

COMMITTEE ROOM

Room 239, City Hall

__________________________________________

COMMITTEE MEMBERS: Council Member Robert C. Clark, Chair
Council Member Denise D. Adams, Vice Chair
Council Member Vivian H. Burke
Council Member Derwin L. Montgomery

GENERAL AGENDA

G-1. INFORMATION REGARDING NEW HOPE MANOR SCOPE OF WORK ASSESSMENT.

G-2. REQUEST FROM FORSYTH COUNTY REGARDING THE USE OF THE OUTSIDE COUNTY UTILITY SERVICES ECONOMIC DEVELOPMENT FUNDS.

G-3. UPDATE REGARDING WINSTON LAKE YMCA.

G-4. REPORT ON FEDERAL LOBBYING CONTRACT.

G-5. FISCAL YEAR 2017-2018 BUDGET OUTLOOK.
CONSENT AGENDA

Community and Economic Development

C-1. RESOLUTION AUTHORIZING A MODIFICATION TO A PREVIOUSLY APPROVED RESOLUTION TO PARTICIPATE IN THE GOLER HEIGHTS (GOLER LOFTS) REDEVELOPMENT PROJECT.

C-2. REPORT ON PETERS CREEK COMMUNITY INITIATIVE.

Environmental Health

C-3. RESOLUTION APPROVING A CONTRACT WITH HDR ENGINEERING OF THE CAROLINAS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTERPLAN UPDATES OF THE UPPER MILL CREEK WATERSHED.

Public Safety

C-4. CONSIDERATION OF ITEMS REGARDING THE 2015 HUMAN EXPLOITATION RESCUE OPERATIVE/INTERNET CRIMES AGAINST CHILDREN ACT GRANT:

   a. RESOLUTION AUTHORIZING ACCEPTANCE OF A 2015 HUMAN EXPLOITATION RESCUE OPERATIVE/INTERNET CRIMES AGAINST CHILDREN ACT (HERO/ICAC) GRANT PROGRAM AWARD.


Human Resources

C-5. CONSIDERATION OF ITEMS REGARDING AMENDMENTS TO CHAPTER 50 OF CITY CODE:

   a. ORDINANCE AMENDING CHAPTER 50 OF THE CITY CODE REGARDING PERSONNEL AND RETIREMENT.

   b. RESOLUTION APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH ICMA RETIREMENT CORPORATION AND ADOPTING A TRUST AGREEMENT FOR THE CITY OF WINSTON-SALEM GENERAL AND FIRE EMPLOYEES’ DEFINED CONTRIBUTION RETIREMENT PLAN.
C-6. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MOBILE DOC, PLLC FOR THE PROVISION OF MEDICAL EVALUATION SERVICES FOR CERTAIN CANDIDATES FOR FIRE DEPARTMENT EMPLOYMENT. [$16,000]

Finance/Budget

C-7. CONSIDERATION OF ITEMS RELATED TO CONTRACTS:

a. RESOLUTION AWARDING CONTRACT FOR READY MIXED CONCRETE - Hartley Ready Mix Concrete Mfg., Inc. - $289,425. (Estimated Amount).

b. RESOLUTION AWARDING CONTRACT FOR FURNITURE AND FURNISHINGS FOR BENTON CONVENTION CENTER.


d. RESOLUTION AWARDING PURCHASE ORDER FOR ASPHALT DISTRIBUTORS - Triad Freightliner of Greensboro, Inc. - $346,226.

e. RESOLUTION AWARDING PURCHASE ORDER FOR MID-SIZE SUV CROSSES - Capital Nissan of Wilmington, Inc. - $127,272.75.

f. RESOLUTION AWARDING PURCHASE ORDER FOR RADAR UNITS - MPH Industries, Inc. - $94,950.

g. RESOLUTION AWARDING PURCHASE ORDER FOR HALF-TON PICKUP TRUCKS - Performance Automotive Group, Inc. $124,158.00.

h. RESOLUTION AWARDING PURCHASE ORDER FOR FOUR WHEEL DRIVE BACKHOES - Company Wrench, LLC. $184,658.32.

i. RESOLUTION AWARDING PURCHASE ORDER FOR HEAVY DUTY TRAILERS - Argo Fab, Inc. - $100,230.

C-8. CONSIDERATION OF ITEMS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCGUIRE WOODS CONSULTING, LLC:

a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCGUIRE WOODS CONSULTING, LLC. [$67,500]

C-9. RESOLUTION APPROVING A CONTRACT CHANGE ORDER WITH MLA DESIGN GROUP, INC. FOR ADDITIONAL PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE HANES PARK RENOVATION PROJECT. (NORTHWEST WARD.)

C-10. CONSIDERATION OF AMENDMENTS TO THE FISCAL YEAR 2016-17 BUDGET ORDINANCES FOR THE CITY OF WINSTON-SALEM, NORTH CAROLINA:


General Government

C-11. CONSIDERATION OF ITEMS REGARDING LOCAL HISTORIC LANDMARK DESIGNATION:

a. ORDINANCE DESIGNATING CERTAIN PROPERTY AS A HISTORIC LANDMARK - The O'Hanlon Building, 101-105 West Fourth Street.

b. ORDINANCE DESIGNATING CERTAIN PROPERTY AS A HISTORIC LANDMARK - The Pepper Building, 100-104 West Fourth Street.

C-12. INFORMATION REGARDING STRATEGIC PLANNING WORKSHOP.

TO: Mayor Joines and Members of City Council  
FROM: D. Ritchie Brooks, Director of Community and Business Development  
DATE: October 27, 2016  
SUBJECT: New Hope Manor Scope of Work Assessment  
CC: Lee Garrity, City Manager  
      Derwick Paige, Assistant City Manager  
      Evan Raleigh, Deputy Director of Community and Business Development

Housing Authority (HAWS) and Community and Business Development (CBD) staff met and discussed the proposed scope of work, prepared by HAWS, for the New Hope Manor apartment complex. In the intermediate term, HAWS desires to shore up the property to ensure that it is decent, safe, and habitable for current and future residents. However, HAWS’ primary long-term interest in the property is securing site control. Upon receiving appropriate and adequate funding, HAWS intends to raze the structures and implement the community economic development and supportive initiative plan outline in the Housing Authority’s Neighborhood Transformation Plan. Both agencies are in agreement that the proposed scope of work meets and/or exceeds the City’s Minimum Housing Code (MHC) and Federal Housing Quality Standards (HQS). The written scope of work includes but is not limited to unit and site upgrades, with an emphasis on those items that must be repaired or replaced and/or those in imminent danger of failing. The level of rehabilitation would improve the overall livability of the units. The cost estimate for the scope of work prepared by HAWS is approximately $13,000 per unit. CBD’s estimate for the scope of work is $12,000-$14,000 per unit, which is sufficient to meet the minor rehabilitation standards, contingent upon there being very few unforeseen work items.

A higher repair standard is substantial rehabilitation, which expands HAWS’ scope and would involve total system replacement, including water and drain lines and HVAC replacement (including duct work). When compared with the original scope of work, significant repairs are made throughout the entire unit to bring it up to code and to improve the overall livability and functionality of the unit for a longer period of time, contingent upon completing routine maintenance. CBD staff estimates the cost of substantial rehabilitation at the subject complex to be in the range of $24,000-$26,000 per unit.

If there is any additional information that staff can provide, please contact D. Ritchie Brooks at (336) 734-1250 or ritchieb@cityofws.org.
TO: Mayor Allen Joines and Members of the City Council  
FROM: Derwick L. Paige, Assistant City Manager  
DATE: October 25, 2016  
SUBJECT: Request from Forsyth County  
CC:  

The City has received a request from Forsyth County regarding the use of the Outside County Utility Services economic development funds to assist with the infrastructure development for the Idols Road Business Park in Clemmons. As proposed, Forsyth County is requesting $690,000 from this fund of which $300,000 would be a grant and $390,000 would be paid back to the fund over a term of 10 years.

The total infrastructure costs for this phase of the project is $1.5 million with other funding sources being a Golden LEAF Foundation grant, the Village of Clemmons, and Forsyth County. This phase of the business park will contain approximately 170 acres and is located on the southeast side of Idols Road and adjacent to Tanglewood.

The Outside County Utility Services economic development fund was established in September 1996 by the Winston-Salem City Council and the Forsyth County Board of Commissioners for economic development purposes. It is funded by surcharge fees paid by water, sewer or treatment services by customers outside of Forsyth County. The balance in the fund as of June 30, 2016 was $2,059,458.

This fund has been used on three occasions. In 2004, $425,000 was used to fund water and sewer infrastructure improvements in Wake Forest Innovation Quarter. In 2008, $175,000 was used to install a sewer line for the construction of two speculative buildings in the Union Cross area. In 2010, $1.2 million was used towards the construction of Research Parkway.

Based upon direction provided by the Finance Committee, staff can prepare an item for City Council’s future consideration.

Derwick L. Paige
# Project Budget Form

**Applicant Organization:** Forsyth County North Carolina  
**Project Title:** Idle's Road Business Park (Phase I)

<table>
<thead>
<tr>
<th>Budget category</th>
<th>Total project budget</th>
<th>Golden LEAF</th>
<th>WS/Forsyth Utilities Commission</th>
<th>Village of Clemmons</th>
<th>Forsyth County</th>
<th>Name of funding source 5</th>
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|                  |                     | $1,516,000.00 | $200,000.00 | $690,000.00 | $226,500.00 | $399,500.00 | $0.00 | $0.00 |

**Funding proposals pending with:**  
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<th>Disposition date</th>
<th>In-kind contributor</th>
<th>In-kind $ value</th>
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<tr>
<td>Forsyth County</td>
<td>$399,500.00</td>
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</table>
LOT 1
Lot Size: 14.45 Acres +/-
Building Size: 150,000 sf +/-
Expansion: 50,000 sf +/
Lot Size: 1.09 Ac +/-
Building Size: +/-
Building Elevation: 766'

LOT 2
Lot Size: 83.24 Acres +/-
Building Size: 500,000 sf +/-
Lot Size: +/-
Building Size: +/-
Building Elevation: 756'

LOT 3
Lot Size: 17.86 Acres +/-
Building Size: 100,000 sf +/-
Lot Size: +/-
Building Size: +/-
Building Elevation: 756'

LOT 4
Lot Size: 28.03 Acres +/-
Building Size: 112,500 sf +/-
Lot Size: +/-
Building Size: +/-
Building Elevation: 746'

LOT 5
Lot Size: 7.62 Acres +/-
Building Size: 75,000 sf +/-
Lot Size: +/-
Building Size: +/-
Building Elevation: 756'

LOT 6
Lot Size: 8.75 Acres +/-
Building Size: 75,000 sf +/-
Lot Size: +/-
Building Size: +/-
Building Elevation: 752'

This is a preliminary site plan based on limited information and therefore may not reflect final site features. Minor site research has been conducted. Site conditions may change significantly.
TO: Mayor Allen Joines and Members of the City Council  
FROM: Derwick L. Paige, Assistant City Manager  
DATE: October 20, 2016  
SUBJECT: Follow-up Regarding Winston Lake YMCA  
CC: Lee D. Garrity, City Manager

Information was presented at the October 10th Finance Committee regarding a proposal in which the YMCA of Northwest North Carolina would sell the Winston Lake YMCA to the City for $1, then lease back a portion of the facility for $1/year for up to 50 years (for a minimum of five years). The facility would be named the Mo Lucas Senior Inclusive Recreation Center and the YMCA would operate approximately 8,300 square feet of the facility including a weight room, adult locker rooms, whirlpool, sauna and steam areas along with the area currently used for the racquetball courts. The YMCA would also make a capital investment of approximately $150-200,000 to upgrade these areas. In return, the City would be responsible for the maintenance and upkeep of the building.

After the initial discussion, additional information was requested by the Finance Committee. The following is a summary of the information that is being provided in the attachments.

1. Annual maintenance and repairs at Winston Lake YMCA for the last 5 years  
2. Detailed estimate of needed City repairs to YMCA  
3. Detailed estimate of City annual operating cost  
4. Proposed Floor plans for City and YMCA space  
5. Maps showing Y and acreage adjacent to City Park land  
6. Information on other cities that have similar relationships with a YMCA  
7. Proposed Special Populations and senior programming to be housed at the facility.

The performa for each YMCA in the system for the last five years, and memberships by zip code is provided under separate cover as this information is considered confidential by the YMCA.

Based upon direction provided by the Finance Committee, staff can prepare an item for City Council’s future consideration.
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<th>Year</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>Total 5 yrs</th>
<th>Avg 5 yrs</th>
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<td>Upgrade facility light fixtures</td>
<td>17,208</td>
<td>Mainly Lobby BR reno</td>
<td>35,867</td>
<td>Roof Repairs</td>
<td>22,556</td>
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<td>2012</td>
<td>17,208</td>
<td>Upgrade facility light fixtures</td>
<td>35,867</td>
<td>Roof Repairs</td>
<td>22,556</td>
<td>Handicap Doors</td>
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<td>2013</td>
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<td>Upgrade facility light fixtures</td>
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<td>Handicap Doors</td>
<td>76,919</td>
<td>Bond HVAC work</td>
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<td>2014</td>
<td>22,556</td>
<td>Handicap Doors</td>
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<td>Bond HVAC work</td>
<td>225,329</td>
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<td>Bond HVAC work</td>
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<td>45,066</td>
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<td>581,006</td>
<td>116,201</td>
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</tr>
</tbody>
</table>

**Notes:**
- **Reserves Expenses** include:
  - Upgrade facility light fixtures
  - Mainly Lobby BR reno
  - Roof Repairs
  - Handicap Doors
  - Bond HVAC work
  - Bond Locker Rooms
  - Parking lot Repair
  - HVAC Repairs
  - Childwatch upgrade
  - Pool Return work and other pool repairs
  - New Signage
  - Pool Pump/Motor
  - Boiler Repairs
  - Refinish Floors
  - Fitness Ctr/Group X updates
  - Whirlpool pump
  - Member lounge upgrade

- **Operating Expenses** include:
  - Operating Expenses (Dept 96)
  - (Incl Maint & Repair supplies, repair contracted services, grounds maintenance services, pool maintenance services)

- **Total All** includes:
  - Operating Expenses (Dept 96)
  - (Incl labor, electricity, gas, water and garbage) (No fair share, AO Support or reserves exp)
Winston Lake YMCA

Building Value - $5 million (insured value)

Planned Facility Work - $704,000 over the next 5 years

Includes:
- Roof - $372,000
- Flooring - $10,000
- HVAC - $50,000
- Paint - $10,000
- Lockers - $28,000
- Boiler - $10,000
- Pool Filter (1) – $7,000
- Chiller - $67,200
- Recommended Energy Control Upgrades - $149,800
Memorandum

TO: Derwick Paige, Assistant City Manager
FROM: James Mitchell, Director, Property & Facilities Management
DATE: 10/26/16
SUBJECT: Winston Lake YMCA
CC:

Current Condition

The Winston Lake YMCA is located on Waterworks Road. It is a 50,500 square foot building that includes an indoor swimming pool, a hardwood floored gymnasium with elevated walking track, a large meeting room with a full kitchen, locker rooms, and many other rooms that are currently used for fitness classes or exercise.

The overall condition of the facility can be categorized as poor. The paint inside is stained and peeling, the flooring is worn, and there are stained ceiling tiles throughout the building. The restroom fixtures are rusted and outdated.

The staff of the YMCA provided various assessments and information regarding the building. Our Energy Manager evaluated the utility bills, and provided the following estimates for energy usage:

- Electrical service: $80,000/year
- Natural Gas: $50,000/year. Of this, $25,000/year goes to heat the pool.
- Water and Sewer service: $35,000/year
- Stormwater fees: $4,000/year

Staff is estimating annual utility costs to be approximately $169,000/year once the facility becomes completely operational.

Immediate Needs

There are repairs that will need to be done immediately after accepting the building.
- Flooring in heavily used areas will need to be replaced. Remaining flooring will need a thorough cleaning, including stripping and re waxing.
- The interior will need to be completely repainted.
- Information Services will need to connect the building to the City's network.

Staff is estimating annual maintenance costs to be approximately $100,000/year.

Capital Repairs

There are several large systems that need to be replaced in the next two to three years.
- The current roof is original to the building, and is EPDM. The remaining life of the building is one to two years. A rough estimate for replacement is $800,000.
This is calculated using a price of $18.00/square foot for a 44,000 square foot roof. EPDM is an extremely durable synthetic rubber roofing membrane (ethylene propylene diene terpolymer) widely used in low-slope buildings in the United States and worldwide. Its two primary ingredients, ethylene and propylene, are derived from oil and natural gas.

- The boilers in the building are described in the YMCA documents as "aged and inefficient." Estimated cost of replacement is $130,000.
- The ventilation and cooling systems are described by the YMCA as "nearing the end of their useful life." The chiller will need to be replaced at an estimated cost of $70,000.
- The air handlers are in poor condition, and, adding the complexity (and cost) of replacement, the building was constructed around them. Replacement will require dismantling old units and then reassembling the new units in their place. The estimate for replacing the air handlers is $140,000.
- There is no building control system in the facility. Therefore, there is no way to adjust temperatures and lighting other than by adjusting thermostats and switches individually. There is no way to access systems remotely, or troubleshoot problems. The estimate for a building control system is $130,000.

**Energy Saving Measures**

There are several recommendations for saving energy in the facility. In addition to a building control system, LED lighting should be installed throughout the facility. Occupancy sensors should also be installed to turn off lights in areas not in use. The City's Energy Manager has made additional recommendations as well. The estimated cost for installing these energy saving measures is $64,000.

**Summary**

The Winston Lake YMCA structure is in poor condition. It will need repairs and/or maintenance immediately, with an estimated cost of $100,000. The building will also need to have all major systems replaced in the next one to three years, with an estimated cost of $1,270,000. Additional energy saving items will cost $64,000. Utilities will cost approximately $169,000 per year.

Please let me know if you have questions or concerns
Memorandum

TO: William Royston, Director, Winston-Salem Recreation & Parks
FROM: Lisa Kiser, District Supervisor, Winston-Salem Recreation & Parks
DATE: 10/24/2016
SUBJECT: Current Special Populations programs and Future Projections for staffing
CC: Latoya Price, Therapeutic Program Supervisor, Winston-Salem Recreation & Parks; Chuck Vestal, Adult Program Supervisor, Winston-Salem Recreation & Parks

The Special Populations Unit (SPU) of the Winston-Salem Recreation and Parks Department (WSRP) offers programs for senior adults, people with disabilities, and volunteers. Currently SPU operates on a community-based model — staff have offices at Black Phillips Smith Government Center and provide programs to the community at recreation centers and other locations where space is available.

Current Special Populations Unit Staffing Levels

SPU employs 6.275 FTE responsible for providing direct programming services to the citizens of Winston-Salem.

Markee Daye — Office Assistant (40 hours)
Chuck Vestal — Adult Program Supervisor (40 hours)
Latoya Price — Therapeutic Program Supervisor (40 hours)
Brandii Little — Senior Recreation Leader (38 hours)
Leanne Pressley — Senior Recreation Leader (38 hours)
Jessica Garrett-Doub — Senior Recreation Leader (35 hours)
Laura Patterson — Recreation Leader (20 hours)

Property and Facilities Management provides one employee, fifteen hours/week, for custodial services.

Current Special Populations Programs Offered

Therapeutic Programs

- **Outta Sight Support Group:** A social/support group for individuals with visual impairments. This group discusses issues related to having limited vision. Meets bi-weekly. Polo Park Recreation Center.

- **Chair Yoga:** Mind, body and spirit strengthening class for individuals with and without disabilities. Participants experience stress reducing and relaxation improving methods through the practice of Yoga. Meets weekly. Little Creek Recreation Center.

- **Hang Time:** Participants in this social group develop goals to improve social skills through games, activities, and community outings. Meets weekly. Miller Park Recreation Center.

- **Helping Hands:** Leisure education class for adults with disabilities. Participants engage in sensory activities, crafts, and games. Meets weekly. Rupert Bell Recreation Center.

- **Homebody Crafts:** For people of ALL abilities, this inclusive crafting class creates gifts, cards, and art with a monthly theme. Meets weekly. Miller Park Recreation Center.

- **Sittercise:** Participants engage in movement therapy from a seated position. Meets weekly. Sprague Street Recreation Center.

- **S&P Social Club:** This social club plans a monthly community outing. Meets bi-weekly, week one – planning, week two – community outing. Hanes Hosiery Recreation Center, various community locations.

- **The ViBE:** Music therapy program for people with physical and intellectual disabilities. Participants create poetry to music, sing, dance, and gain exposure to different forms of music. In a social group setting, participants have a chance to be imaginative and experience freedom of self-expression. Meets weekly. 14th Street Recreation Center.

- **Community Reintegration:** Persons with disabilities are referred to this one-on-one program of re-entry to recreation and leisure activity. Participants usually have experienced a medical incident that has altered their life. By appointment.

**Special Olympics**

Special Olympics is a year-round sports training and competition program for individuals with intellectual disabilities. Special Olympics Forsyth County (SOFC) is coordinated by Latoya Price, Therapeutic Program Supervisor. Special Olympics Forsyth County provides sports, health, fitness, wellness, social, and leadership programs year-round for over 1600 youth and adults with intellectual disabilities.

- **Alpine Skiing:** December – January. Boone, NC
- **5-on-5 Full Court Basketball:** January – March. Practices weekly. Tournament at the end-of-the-season. Miller Park Recreation Center, Carter High School.
- **3-on-3 Half-Court Basketball:** September – November. Practices weekly. Special Olympics Fall Statewide Tournament at the end of the season. Miller Park Recreation Center, Carter High School.
- **Bocce**: September – November. Practices weekly. Special Olympics Fall Statewide Tournament at the end of the season. Miller Park Recreation Center.
- **Equestrian**: April – November. Practices weekly. Special Olympics Equestrian Statewide Championship at the end of the season.
- **Golf Skills/Alternate Shot**: September – November. Practices weekly. Special Olympics Fall Statewide Tournament at the end of the season. Winston Lake Golf Course.
- **Roller Skating**: September – November. Practices weekly. Special Olympics Fall Statewide Tournament at the end of the season. Skateland USA, Clemmons, NC.
- **Soccer**: September – November. Practices weekly. Special Olympics Fall Statewide Tournament at the end of the season. Winston-Salem State University.
- **Tennis**: September – November. Practices weekly. Special Olympics Fall Statewide Tournament at the end of the season. Central Park, Fourth of July Park, Kernersville, NC.
- **Unified Flag Football**: September – November. Special Olympics athletes play flag football with students from Winston-Salem State University. Practices weekly. Tournament against other Unified Flag Football teams at the Carolina Panthers Practice Facility.

*Special Olympics In-School Program*

SOFC offers sports training and competition programs to youth Special Olympics athletes during their normal school day. SOFC offers the following programs...
through the in-school program: Young Athletes, Motor Activities, Bowling, Basketball, and Track and Field.

**Special Olympics Local Competitions**

SOFC offers nine local competitions for its athletes and athletes from surrounding counties.

- **Youth Bowling Tournaments**: Four youth bowling tournaments are organized for over 700 athletes in the Winston-Salem/Forsyth County School System.
- **Adult Bowling Tournament**
- **Spring Games**: Local Track and Field Meet for Special Olympics. Over 900 athletes compete in this three-day track meet.
- **Aquatics Meet**
- **Cheerleading Competition**
- **Volleyball Tournament**

**Senior Programs**

- **Senior Bingo**: Seniors increase cognitive function and socialization through BINGO. Meets weekly. Brown & Douglas Recreation Center.
- **Unique Seniors**: Senior adults with intellectual disabilities enjoy sittercise, recreation activities, crafts, and community outings. Meets weekly. Carl Russell Recreation Center
- **Senior Seminar**: Monthly seminars are offered on various topics related to senior issues. Various locations.
- **Bocce League**: Seniors engage in fun and competitive bocce league play in a social setting. Participants receive instruction to prepare for annual Senior Games competition. Meets weekly. Miller Park Bocce Courts
- **Cornhole League**: Seniors engage in fun and competitive cornhole league play in a social setting. Participants receive instruction to prepare for annual Senior Games competition. Meets weekly. Hanes Hosiery Recreation Center
- **Shuffleboard League**: Seniors engage in fun and competitive shuffleboard league play in a social setting. Participants receive instruction to prepare for annual Senior Games competition. Meets weekly. Rupert Bell Park.
- **Pickleball Leagues**: Seniors engage in fun and competitive pickleball league play in a social setting. Participants receive instruction to prepare for annual Senior Games competition. Meets weekly. Georgia Taylor Recreation Center, Griffith Park, Polo Park Recreation Center, Old Town Park.
- **Horseshoe Tournaments**: Seniors engage in fun and competitive horseshoes tournaments. Participants receive instruction to prepare for annual Senior Games competition. Various times throughout the year. Miller Park Horseshoe Courts
- Chapter Chat: Seniors engage in a book club. Staff facilitate discussions of literature chosen by the club. Meets weekly. Little Creek Recreation Center.
- Pensters: Seniors write literature, poetry, and memories based on themes. Participants share their literary works with the group. Meets monthly. Little Creek Recreation Center.

Piedmont Plus Senior Games

The Piedmont Plus Senior Games (PPSG) and Silver Arts are a year-round wellness and education program. Every April the program culminates with athletic, art, craft, and performance competitions that draw over 500 participants. PPSG is coordinated by Chuck Vestal, Adult Program Supervisor.

- **PPSG Senior Games:** Competitions in 38 different athletic and recreation events take place throughout the month of April. Competitions are held at various recreation centers, parks, and sponsoring agencies facilities.
- **PPSG Silver Arts:** Silver Arts competitions are offered in 32 categories of heritage, visual, performing and literary arts, including painting, singing, needlecrafts and photography.
- **PPSG Fall Games:** Friendly competitions in 5 different athletic events. Participants learn about different events, fellowship with others, and engage in wellness activities. September. Various recreation centers and parks.
- **Grand Games:** Intergenerational competitions with teams of grandparents and grandchildren. February. Miller Park Recreation Center.

Special Events/Specialty Programs

- Community Band: The Winston-Salem Community Band gives amateur and semiprofessional musicians the opportunity to continue using the skills they developed while playing in high school and college bands. Monthly performances are held at Miller Park Amphitheater and South Fork Community Center.
- **Senior IDs:** The Winston-Salem Recreation and Parks Department offers Senior ID cards for citizens 60+. These cards allow seniors to receive a discount to ride WSTA bus and discounts at participating businesses.
- **Senior Bingo Party:** SPU organizes an annual Bingo party for seniors. Staff collect prizes, provide snacks, and engage seniors in the game of Bingo. Hanes Hosiery Recreation Center.
- **FIT (Feeling In Tune):** Feeling In Tune is a special exercise program designed to help seniors in Winston-Salem stay healthy. WSTV Digital Media, Time Warner Cable Channel 13. Airs twice daily, M/W/F.
- **Aquabilities:** Aquabilities is a program that teaches youth and adults with disabilities how to move, swim, and play in the water. Lessons are offered three times per week during the month of July. Reynolds Park Pool.
- **Camp Discovery:** An 8-week Summer Day Camp for youth ages 8-21 with developmental and physical disabilities. Each week campers attend field
trips, engage in structured activities and learn about their community through guest speakers. Summer. Miller Park Recreation Center.

Projected Staffing Needs for Winston Lake YMCA facility (based on current hours of operation 8am – 5pm) – Scenario 1 – Fully Operational Center and Pool

For SPU to move from a community-based model to a recreation center model would require the following minimum staffing levels:

- **Facility Manager (40 hours):** Responsible for daily inspection of the facility, supervises front desk staff and other operations staff, preparing reports on facility safety, ordering supplies for facility, examining efficiency of facility, and attending to any other needs related to facility safety and maintenance.
- **Custodian (40 hours):** Responsible for cleaning of the facility. Current custodial hours are 15 hours/week. PFM provides this staffing.
- **Front Desk/Facility Scheduler (40 hours):** The office assistant position would move into the front desk/facility scheduler. This position would be responsible for greeting citizens when they walk into the facility, answering questions from facilities, keeping daily attendance records, scheduling rooms and rentals to ensure double booking does not occur, and helping with all customer service needs.
- **Adult Program Supervisor (40 hours):** Responsible for overseeing staff that does the planning, implementing, and evaluating of programs for senior adults. Compiling reports of attendance and workload measures. Maintaining accreditation of Piedmont Plus Senior Games.
- (2) **Senior Recreation Leaders (35 hours/each):** Responsible implementing programs for senior adults. **(1) Senior Recreation Leader currently on staff.**
- **Recreation Leader (20 hours):** Responsible for implementing programs for senior adults.
- **Aquatics Program Supervisor (40 hours):** Responsible for overseeing programs related to the indoor pool. Supervises, trains, and schedules lifeguards, instructors, and swim teams for the indoor pool. Maintains public health safety standards, maintains records for maintenance, attendance, and safety of the indoor pool.
- (5) **Lifeguards (part-time, >20 hours/week):** Responsible for ensuring safety of citizens engaging in swimming programs and activities.
- **Therapeutic Program Supervisor (40 hours):** Responsible for overseeing staff that does the planning, implementing, evaluating of programs for individuals with disabilities. Compiling reports of attendance and workload measures. Coordination of Special Olympics Forsyth County.
- **Therapeutic Program Specialist (40 hours):** Responsible for providing programs to individuals with disabilities. Evaluating community needs and being responsive to those needs through service delivery. After-school and summer camp director.
- (3) **Senior Recreation Leader (35 hours/each):** Responsible for implementing programs for individuals with disabilities and seniors.
• **Recreation Leader (20 hours):** Responsible for implementing programs for individuals with disabilities.

**Positions listed in bold are current SPU positions.**

This would be an addition of 8.25 FTE to oversee the programming and the facility.

**Projected Staffing Needs for Winston Lake YMCA facility (based on current hours of operation 8am – 5pm) – Scenario 2 – Partially Operational Center and Pool**

• **Facility Manager (40 hours):** Responsible for daily inspection of the facility, supervises front desk staff and other operations staff, preparing reports on facility safety, ordering supplies for facility, examining efficiency of facility, and attending to any other needs related to facility safety and maintenance. Due to the poor condition of the facility, this position is needed to ensure safety and maintenance are top priority. I would recommend Chuck Vestal move into this role due to his experience in operations at the Lawrence Joel Veterans Memorial Coliseum.

• **Custodian (40 hours):** Responsible for cleaning of the facility. Current custodial hours are 15 hours/week. PFM provides this staffing.

• **Front Desk/Facility Scheduler (40 hours):** The office assistant position would move into the front desk/facility scheduler. This position would be responsible for greeting citizens when they walk into the facility, answering questions from facilities, keeping daily attendance records, scheduling rooms and rentals to ensure double booking does not occur, and helping with all customer service needs. I would recommend a facility scheduling software to maintain schedules for all rooms and pool area for this facility.

• **Adult Program Supervisor (40 hours):** Responsible for overseeing staff that does the planning, implementing, and evaluating of programs for senior adults. Compiling reports of attendance and workload measures. Maintaining accreditation of Piedmont Plus Senior Games.

• **Senior Recreation Leader (35 hours/each):** Responsible implementing programs for senior adults.

• **(2) Therapeutic & Aquatics Program Supervisor (40 hours):** Responsible for overseeing staff that does the planning, implementing, evaluating of programs for individuals with disabilities. Compiling reports of attendance and workload measures. Responsible for overseeing programs related to the indoor pool. Supervises, trains, and schedules lifeguards, instructors, and swim teams for the indoor pool. Maintains public health safety standards, maintains records for maintenance, attendance, and safety of the indoor pool. Coordination of Special Olympics Forsyth County. I would recommend Latoya Price (current Therapeutic Program Supervisor) for this role with an increase in salary to cover the increase in responsibilities. Latoya is a Certified Pool Operator and Lifeguard. She was the Aquatics Director at Asheboro Parks and Recreation.

• **(2) Lifeguards (40 Hours):** Responsible for ensuring safety of citizens engaging in swimming programs and activities.
- (1) Therapeutic Program Specialist (40 hours): Responsible for providing programs to individuals with disabilities. Evaluating community needs and being responsive to those needs through service delivery. After-school and summer camp director.
- (2) Senior Recreation Leader (35 hours/each): Responsible for implementing programs for individuals with disabilities and senior adults.
- Recreation Leader (20 hours): Responsible for implementing programs for individuals with disabilities.

**Positions listed in bold are current SPU positions.**

The additional programs listed below would not be able to be provided at the above staffing levels. These staffing levels represent the same level of programming currently offered by SPU staff and pool operational hours of less than 30 hours/week with minimum aquatics programming.

This would be an addition of 2.75 FTE to oversee the programming and the facility. PFM would increase custodial service by .625 FTE to clean the facility.

**Projected Programming for Winston Lake YMCA**

The above existing programs in **bold** can be moved to the Winston Lake YMCA facility.

SPU staff would work in a close partnership with YMCA staff to ensure programs are not being duplicated to maximize participation. SPU staff will also conduct a needs assessment of seniors and people with disabilities to gather information about programs needs/wants in the community.

The following program ideas have been identified by SPU staff:

- Walking programs on walking track with incentives
- Community meetings
- Dance Classes
- Zumba Classes
- Aerobics Classes
- Nutrition/Cooking Classes
- After-school program for youth with disabilities
- Year-round swimming lessons for individuals with disabilities
- Water therapy
- Lap Swimming with incentives
- Water Aerobics
- Water Fitness
# Itemized List of Estimated Expenses for Winston Lake YMCA

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Office Assistant ($23,787 x .3714)</td>
<td>$32,620</td>
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<tr>
<td>Adult Program Supervisor ($36,492 x .3714)</td>
<td>50,040</td>
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<tr>
<td>Therapeutic Program Supervisor ($39,272 x .3714)</td>
<td>53,860</td>
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<tr>
<td>District Supervisor ($47,823 x .3714)</td>
<td>65,310</td>
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<tr>
<td>Facility Manager ($47,370 x .3714)</td>
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<tr>
<td>Aquatic Program Supervisor ($39,272 x .3714)</td>
<td>53,860</td>
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<tr>
<td>Therapeutic Program Specialists ($28,669 x .3714)</td>
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<tr>
<td>(2) Sr Recreation Leaders (35hrs x 52wks) - .95 FTE @ $25,622</td>
<td>53,450</td>
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<tr>
<td>(1) Recreation Leader ($29 hrs x 52wks) - .50 FTE @ $23,108</td>
<td>11,550</td>
</tr>
<tr>
<td>(2) Sr Recreation Leader (35hrs x 52wks) - .95 FTE @ $25,622</td>
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<tr>
<td>(5) P/T Lifeguards (20hrs x 52wks x $10.10)</td>
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<td>Computer Equipment Rental</td>
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<td>Service Charges</td>
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<td>Leased Lines</td>
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<td>Discretionary Advertising</td>
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<tr>
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<tr>
<td>Memberships &amp; Dues</td>
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<tr>
<td>Corporate Memberships</td>
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<td>Office Equipment Maintenance</td>
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<tr>
<td>Chemicals</td>
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<td>Lifejackets (S, M, L)</td>
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<td>Rescue Tubes</td>
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<td>First Aid - AEDs</td>
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<tr>
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<td><strong>TOTAL</strong></td>
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RESPONSIBILITY: Special Populations - Scenario 2
Itemized Services (Partially Operational Center & Pool)

Itemized List of Estimated Expenses for Winston Lake YMCA

<table>
<thead>
<tr>
<th>Personnel Salary &amp; Benefits</th>
<th>Description of Service</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Office Assistant ($23,787 x .3714)</td>
<td>$32,620</td>
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<tr>
<td>Adult Program Supervisor ($38,492 x .3714)</td>
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<td>(2) Therapeutic Program Supervisor ($39,272 X .3714)</td>
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<tr>
<td>District Supervisor ($47,623 X .3714)</td>
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<tr>
<td>Facility Manager ($47,270 X .3714)</td>
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<tr>
<td>Therapeutic Program Specialists ($29,669 X .3714)</td>
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<tr>
<td>(2) Sr Recreation Leaders (38hrs x 52wks) - .95 FTE @ $25,622</td>
<td>53,450</td>
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<tr>
<td>(1) Sr Recreation Leaders (35hrs x 52wks) - .875 FTE @ $25,622</td>
<td>24,620</td>
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<tr>
<td>(1) Recreation Leader ($20 hrs. x 52wks) - .50 FTE @ $23,108</td>
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<tr>
<td>Custodian ($22,800 X .3714)</td>
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<td>(2) Lifeguards ($21,000 X .3714)</td>
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Expenditures

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<td>Telephone Equip Maintenance</td>
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<td>Other Printing Services</td>
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<td>Memberships &amp; Dues</td>
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<td>Rescue Tubes</td>
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<td>Local Mileage Auto Allowance</td>
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<td>Automatic Vehicle Location</td>
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Disclaimer: The values and information provided on this property record card are based upon the best available information on 01/01/2013. This information is subject to change because of changes to the property, correction of existing information, additional information, or as the result of an appeal of the property.

**Parcel Information**

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**Assessed Values All Cards**

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<th>Total Buildings Value</th>
<th>Total Misc Imp Value</th>
<th>Total Assessed Value</th>
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<td>$3,352,630</td>
<td>$136,657</td>
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**Road/Topography/Utilities**

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<th>Utilities</th>
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**Land Valuation**

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<th>Rate</th>
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<th>LC</th>
<th>RF</th>
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<th>SH</th>
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<td>$472,190</td>
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<table>
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<th>Total SqFt</th>
<th>Total Acres</th>
<th>Total Value</th>
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<tbody>
<tr>
<td>472,190</td>
<td>10.84</td>
<td>$472,190</td>
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**Building Detail**

Forsyth County considers all standard approaches to value. The assessed value on this building was determined based upon the Income and Expense Approach.

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http://maps.co.forsyth.nc.us/Property_Report/Defaul**x?pin=6846-42-3058.00&mapImag... 10/18/2016
Property Report

Commercial Summary Information

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<th>Company Name</th>
<th>Primary Address</th>
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<th>Net Lease SqFt</th>
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Commercial Buildings Summary

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<th>Story</th>
<th>Year Built</th>
<th>Construction</th>
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Total Buildings Value $3,352,630

Miscellaneous Improvements

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<td>Shelter 4</td>
<td>FR</td>
<td>0</td>
<td>900</td>
<td>1986</td>
<td>$9,356</td>
</tr>
</tbody>
</table>

Total Miscellaneous Value $138,657

Taxing Jurisdictions

Jurisdiction: Winston-Salem 100%
Fire District: FD

Income Detail

Income information on this report reflects market research and not specific data from the property.

Cost Detail

Detail Appraisal Report - Commercial Bldg: 1 of 1

<table>
<thead>
<tr>
<th>Total Value from Cost</th>
<th>Total Section Value</th>
<th>Total Addition Value</th>
<th>Local Multiplier</th>
<th>Replacement Cost</th>
<th>Physical Depr</th>
<th>Econ/Func Depr</th>
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<tr>
<td></td>
<td>$5,354,759</td>
<td>$20,632</td>
<td>0.9</td>
<td>$4,837,851</td>
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<td>10% ($111,271.00)</td>
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Depreciated Value $3,352,630
Misc Imp. Value $138,658
Total Bldg Value $3,491,288
Land Value $472,190
Total All Bldgs $3,963,500

Building Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Building</th>
<th>Physical Address</th>
<th>Occupancy</th>
<th>Year Built</th>
<th>Year Remod</th>
<th>Condition</th>
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</thead>
<tbody>
<tr>
<td>WINSTON LAKE FAMILY YMCA</td>
<td></td>
<td>901 Waterworks RD</td>
<td>1626-Fitnesctr</td>
<td>1986</td>
<td>0</td>
<td>Good</td>
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</table>

Foundation Construction Total Story Roof Roof Cover Ext Walls Insul Walls Insul Ceiling
BB                 2                 Flat/Flat

Section Details

http://maps.co.forsyth.nc.us/Property_Report/Defau:-33-\_x?pin=6846-42-3058.00&mapImage... 10/18/2016
### Occupancy

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Sqft/ Units</th>
<th>Base Cost</th>
<th>Heat/ AC 1</th>
<th>Heat/ AC 2</th>
<th>Heat Adj</th>
<th>Adj Base</th>
<th># Stories</th>
<th>Story Hgt</th>
<th>Perimeter</th>
<th>Cost</th>
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<tr>
<td>1626- Fitnesctr</td>
<td>9,924</td>
<td>$76.38</td>
<td>Steam Boiler 100%</td>
<td>Central Refrigeration 100%</td>
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<td>1840- Natatorium</td>
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<td>26</td>
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<td>304</td>
<td>0.983</td>
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### Sketched Additions

<table>
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<tr>
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<th>Description</th>
<th>Area</th>
<th>Rate</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>STOOP4</td>
<td>Stoop</td>
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### Non-Sketched Additions

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<th>Description</th>
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<th>Rate</th>
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<td>LIGHT2</td>
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<td>22</td>
<td>$400</td>
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### Miscellaneous Improvements for this Bldg

<table>
<thead>
<tr>
<th>Type</th>
<th>Const</th>
<th>Area</th>
<th>Rate</th>
<th>YearBuilt</th>
<th>Condition</th>
<th>Grade</th>
<th>Phy</th>
<th>EF</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Shelter</td>
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<td>900</td>
<td>$16.50</td>
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<td>30%</td>
<td>10%</td>
<td>10%</td>
<td>$9,356</td>
</tr>
<tr>
<td>Shed</td>
<td>MET</td>
<td>80</td>
<td>$12</td>
<td>1986</td>
<td>P</td>
<td>10%</td>
<td>10%</td>
<td>1%</td>
<td>$1</td>
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<tr>
<td>Light Fx Merc Vapor</td>
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<td>A</td>
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<td>10%</td>
<td>10%</td>
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<td>10%</td>
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<tr>
<td>Fence 8'/Tptr/Bwire</td>
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<td>1986</td>
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<td>10%</td>
<td>10%</td>
<td>11,365</td>
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<tr>
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<td>10%</td>
<td>10%</td>
<td>94,500</td>
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### Taxing Jurisdictions

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Fire District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winston-Salem 100%</td>
<td>FD</td>
</tr>
</tbody>
</table>
June 27, 2011

James Finck, CEO
YMCA
1402 East Cesar Chavez Street
Austin, TX 78702

RE: Construction Facility Contract

Project:  North Austin Recreation Center
Contract No.: CT11042800916

Dear Mr. Finck:

Enclosed please find your executed contract for the referenced project.

If you have any questions, please feel free to call Mark Schruben, Project Manager at 512/974-7048

Sincerely,

David G. Prado, CPM
Contract Compliance Specialist
Contract & Land Management Department
Contract Procurement Division

Attachment
C:  Mark Schruben, Project Manager
    Contract Procurement File
# PURCHASE ORDER

**PO CITY SINGLE**

<table>
<thead>
<tr>
<th>Line</th>
<th>Quantity</th>
<th>Unit</th>
<th>Commodity Information / Description(s)</th>
<th>Unit Price</th>
<th>Extended Amount</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Commodity: 91340 Construction, Pipeline</td>
<td>$0.000000</td>
<td>$1,500,000.00</td>
</tr>
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</table>

North Austin Recreation Center-New Construction (CFC) - Sub #7547.001

**Vendor Instructions:**

1. Send original invoice with duplicate copy to the city department to which the goods were delivered.
2. Shipping Instructions: F.O.B. destination unless otherwise specified.
3. No federal or state sales tax shall be included in prices billed. Limited sales tax 074-800383.

---

**Order Total:** $1,500,000.00

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions as specified and remain subject to the terms of this order.

Date: 4-28-11
AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF A NEW RECREATION FACILITY FOR PUBLIC USE FUNDED IN PART WITH BOND FUNDS

This agreement for development and construction of a new recreational facility for public use funded in part with bond funds (Agreement) has an effective date that is the last date this Agreement is executed by a party. This Agreement is between the City of Austin (City), a Texas home rule city and municipal corporation and the Young Men’s Christian Association d/b/a YMCA of Austin, a Texas non-profit corporation (YMCA).

1. RECITALS

1. In order to provide its citizens a facility for recreation, meeting space and other traditional and progressive recreational and community service programs, the City desires to participate in the construction of a joint-use facility (Facility) with the YMCA, a non-profit organization whose goals and objectives align with the goals and objectives of the City’s Parks and Recreation Department.

2. The Facility will be located at 1000 W. Rundberg Lane, Austin, Texas, 78758 or 78753.

3. The City has recognized the long experience and expertise of the YMCA in conducting programs for families at its branches in Travis County and adjoining counties, and in providing recreational and character-building programs for adults and youth.

4. The residents of the City will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA at the Facility, at other YMCA branches is Austin, and through reciprocal membership privileges at YMCAs in other cities where Austin members work or travel.

5. It is the mutual desire of the City and the YMCA that the new Facility be constructed, occupied, and managed by the YMCA for the offering and conducting of YMCA programs and other community based programming as contemplated by this Agreement and the Operations Agreement attached to this Agreement. The development of this Facility is referred to in this document as the Project.

6. YMCA is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC) that is exempt from federal income taxes under section 501(a) of the IRC.
7. The voter-approved bond funds are referred to in this document as Bond Funds. The available funds for this project are the Bond Funds less certain costs (City Contribution). The YMCA will provide any funds needed beyond the City Contribution to build a 30,000 square foot facility with indoor swimming pool, of which not less than 3,000 square feet shall be available for community use at no charge, and will provide the daily maintenance and operations for the Project for the public.

8. The City and YMCA (sometimes referred to collectively as the Parties and singly as Party) wish to execute this Agreement to govern the distribution of the City’s disbursement of the Bond Funds to complete the Project.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

2. DEFINED TERMS

Approved Team means the team of professionals assembled by YMCA prior to the Effective Date to work on the design of the Improvements. That team, for which such services are not subject to the selection process of Section 3.e of this Agreement, consists of:

Project Manager, and the Architect/Engineer.

Bond Funds Bond Funds means the estimated $8,900,000.00 of the general obligation bond funds authorized in the 2006 Bond Election. Funds currently available for capital expenditures for this project are identified in City Contribution below.

Change Order means a change in the contract executed by and between YMCA and the CONSTRUCTION MANAGER, any contractor, or subcontractors for construction related services as contemplated in this Agreement.

City Project Manager or City PM means the individual designated by the City’s Public Works Department as a project manager to act on behalf of the City with respect to the day-to-day administration of this Agreement. The City PM will: (i) act as a single point of contact to facilitate communication between the Parties; (ii) schedule project development meetings between the Parties to discuss the Project and the Improvements only on an as-needed basis; and (iii) act as a conflict resolution facilitator in connection with the matters arising under this Agreement.
The City hereby grants the City PM the maximum authority allowed by City, State and Federal law to approve Change Orders and make other decisions with respect to the design and construction of the Project, without the necessity of approval from other City representatives.

City Contribution. The City Contribution to this project that is available for the YMCA to use in construction is the Bond Funds less the Bond Funds already spent by the City in preliminary work on this project, and less the debt service cost for bond issuance, and less Art In Public Places (as described below), and less the staff costs for Parks and Recreation Department, and Public Works staff whose time is charged to this project in accordance with City standard practice. These costs are estimated at: $475,000. The City will make periodic (but not more than once a month) disbursements of the City Contribution which will be used by YMCA solely with respect to the development, and construction of recreational facilities for public use. Prior to the disbursement of the City Contribution, YMCA shall demonstrate to the City that it has sufficient cash and other financing acceptable to the City to complete construction of the Improvements. YMCA must also present the City with the Business Plan as described in Section 4.b. prior to the City’s disbursing the City Contribution.

The City Contribution shall be memorialized annually in the form of a letter documenting the project’s appropriation in the Approved Capital Budget of the City of Austin, and the next anticipated appropriation as documented in the City’s Capital Improvement Program Five Year Plan.

All disbursements of the City Contribution will be disbursed at the City’s option: (aa) by the City’s check delivered to YMCA; (bb) by the City’s wire transfer to a federally insured account directed by YMCA; or (cc) in the event a claim has been filed or a dispute has occurred with a subcontractor providing labor, services or materials to the Project, by direct or joint check to such persons or entities entitled to payment.

Construction Manager means the Construction Manager at Risk hired by YMCA to manage construction of the Improvements.

Concept Plan means the document attached as Exhibit A.

Design Committee means a group of six people with three voting members selected by the YMCA, two voting members selected by the City Parks and Recreation Department, and one voting member selected by the City Public Works Department. The North Austin Civic Association may designate one of its members to participate as a non-voting member of the Design Committee. The Design Committee will track progress on milestone deliverables, and provide
feedback to PARD and the City to assure that the requirements for operations are being appropriately included in the construction of the facility. During the design phase of the project, City Staff and the YMCA Staff shall on a monthly basis provide information to interested community groups, including the North Austin Civic Association (NACA), concerning the proposed design and layout of the facility.

Effective Date means the last date this Agreement is signed by YMCA or the City.

Exhibits means the documents attached to this Agreement:

Exhibit A Concept Plan
Exhibit B Project Budget
Exhibit C Joint Operations Agreement Between the City of Austin and the YMCA (Operations Agreement)
Exhibit D Insurance and Bond Requirements
Exhibit E Milestone Deliverables

Improvements means all the work for the Project to be completed pursuant to this Agreement.

Milestone Deliverables means those contract deliverables from the Project Team delivered at critical times during the design and construction phases of the Project and more particularly described in Exhibit E.

Operating Reserves means at the time of the commencement of construction, sufficient cash reserves as described in Article 7 of this Agreement.

PARD means the City of Austin Parks and Recreation Department.

Procurement Documents means the standard procurement documents available on the City of Austin Public Works web site at http://www.ci.austin.tx.us/clmd/biddocs.htm. Amendments to these documents may be found at http://www.ci.austin.tx.us/clmd/cpdivision.htm

Project Team means the Approved Team plus the Design Committee and Construction Manager hired by YMCA for design and construction of the Improvements.
Property means the property located at 1000 West Rundberg Lane Austin Texas and described more specifically in the survey attached to Exhibit C – Operations Agreement.

Recreational Entity: Young Men’s Christian Association d/b/a YMCA of Austin.

YMCA Project Manager or YMCA PM means the qualified project manager employed by the YMCA and approved by the City of Austin, whose approval will not be unreasonably withheld, to manage the design and construction of the Improvements.

3. DESIGN AND CONSTRUCTION OF THE PROJECT

a. Approved Team Services will consist of services provided in accordance with the proposals accepted by YMCA in accordance with the procedures set out in this Agreement. Each member of the Approved Team will be fully funded by YMCA out of funds that are not Bond Funds or other City funds.

Contract Procurement and Management. The City’s PM shall have the right to review the qualifications of each member of the Approved Team and approve the selection. The City PM’s approval shall not be unreasonably withheld.

b. Construction Manager (CONSTRUCTION MANAGER)

Contract Procurement and Management. YMCA shall procure the CONSTRUCTION MANAGER services in accordance with all applicable laws. Procurement for these services shall be made using the City Procurement Documents. The City (City PM) shall have the right to review and participate in: the approval of the procurement process, the committee formed for the selection of the CONSTRUCTION MANAGER short list and the final selection made by YMCA. YMCA shall be responsible for the negotiation of the CONSTRUCTION MANAGER contract. The CONSTRUCTION MANAGER contract will contain a provision for establishing a guaranteed maximum price, or prices. Upon completion of the CONSTRUCTION MANAGER contract, YMCA shall provide a copy of the final contract to the City for its approval, which shall not be unreasonable withheld. No amendment changing the scope of work in the Construction Management Contract shall be made to the contract by YMCA without the prior written approval of the City, which approval shall not be unreasonably withheld.
c. **Assignment:** The Approved Team and CONSTRUCTION MANAGER agreements (Professional Agreements) between YMCA and these identified professionals are each subject to the following default and assignment provision: In the event of a material default of YMCA of its obligations under each of the Professional Agreements, the City of Austin may, but is not required to, assume the rights and responsibilities of YMCA.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, legal representatives and assigns; provided however, YMCA may not transfer its rights or obligations under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Notwithstanding anything to the contrary in this Agreement, YMCA may with the prior approval of the City, which shall not be unreasonably withheld, collaterally pledge the Professional Agreements to any lender who provides YMCA its working line of credit as contemplated in this Agreement, provided, to the extent the lender exercises its rights under its collateral security and pledge agreements, the lender or its affiliates or approved assignee agree to perform or assume the obligations of YMCA under the Operations Agreement and this Agreement, and in such case the City will hold a second and inferior collateral assignment. The lender's prior security interest shall contain provisions that the lender shall comply with all laws applicable to the Project and parkland ordinances.

d. **Wage Rates/Prevailing Wage:** YMCA, in its administration of agreements, must comply with, and will require its CONSTRUCTION MANAGER, its contractors, and subcontractors supplying construction labor or materials to the Project to comply with the City's prevailing wage requirements, set forth in Resolution No. 20080605-047, throughout solicitation of any construction contract or procurement of services relating to the construction of Improvements pursuant to this Agreement. The City has adopted the general prevailing rate of per diem wages established by the U.S. Department of Labor for work of similar character in the locality in which the work is performed as the minimum per diem wages to be paid in connection with a City of Austin public improvement project for the construction of public buildings. The rates to be paid by the City in these projects are the rates in effect for Travis County at the time the City advertises these projects for bid. The Resolution adopts the same wages for public-private projects such as this one in which the City is a participant.

e. **M/WBE:** Commencing on the Effective Date, with respect to the design and construction of the Improvements, YMCA, its Project Manager, its A/E, and its CONSTRUCTION MANAGER will meet the following annual ethnic and gender specific participation goals or demonstrate their good faith efforts to meet these goals:
<table>
<thead>
<tr>
<th>Professional Services Participation Goals</th>
<th>Construction Participation Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>African-American –owned Business Enterprises</td>
<td>1.7%</td>
</tr>
<tr>
<td>Hispanic-owned Business Enterprises</td>
<td>9.5%</td>
</tr>
<tr>
<td>Asian-American and Native American-owned Business Enterprises</td>
<td>5.3%</td>
</tr>
<tr>
<td>Women-owned Business Enterprises</td>
<td>14.2%</td>
</tr>
</tbody>
</table>

The City will provide a list of certified firms to YMCA from which YMCA shall solicit participation in the design and construction of the Improvements; YMCA may solicit participation from firms not on the list, but only City certified firms can be used towards meeting participation goals or demonstrating good faith efforts. The City will assist YMCA to identify potential scopes of work, establish the bid packages available, schedule and host outreach meetings, and assist YMCA in soliciting M/WBE firms to provide bids. The foregoing shall not require YMCA to solicit participation during a period in which YMCA is not designing or constructing the Improvements, but rather, requires YMCA to incorporate the standards and principles of the M/WBE Ordinance into its development process as and when such process exists. Additionally, YMCA’s agreement to meet the M/WBE goals or demonstrate a good faith effort to meet the M/WBE goals does not require YMCA to modify or amend any contract or agreement that YMCA has entered into prior to the Effective Date. Any contract or agreement that YMCA has entered into relating to the construction of the Improvements contemplated by this Agreement, prior to the Effective Date, may, at YMCA’s election, be applied in the calculation of the participation goals provided above. The foregoing agreement does not require YMCA to change or modify the composition of the Approved Team, which is the team of professionals assembled by YMCA prior to the Effective Date to work on the design of the Improvements. If YMCA solicits and selects its contractors in accordance with applicable laws, including applicable City ordinances and resolutions, then the City’s approval of the hiring of these contractors will not be unreasonably withheld.
Beginning at the end of the first quarter expiring after the Effective Date, YMCA shall provide quarterly reports to allow the City’s Small and Minority Business Resources Department to track (A) the utilization on a percentage basis of minority-owned and women-owned business enterprise firms in the design and construction of the improvements; and (B) YMCA’s efforts to implement Resolution No. 20071109-127 relating to M/WBE compliance. The City shall provide the forms to be used by YMCA in submitting these reports.

f. LEED Certification Objective: YMCA shall take steps to insure that its design and construction comply with City requirements relating to Leadership in Energy and Environmental Design (LEED) green building rating system. YMCA will, at a minimum, achieve the LEED Silver certification for the Improvements.

g. Compliance with Resolution No. 20071129-046. YMCA shall comply with all applicable City codes and ordinances, including: (i) all future city buildings and site developments shall meet all provisions of Subchapter E of Chapter 25-2 of the Land Development Code; (ii) the development process for any City buildings and associated site development shall include consultation with Watershed Protection and Development Review to look for commercially reasonable opportunities within the project budget to include green infrastructure and innovative stormwater facilities such as biofiltration ponds, rainwater harvesting, porous pavement, vegetative filter strips for disconnected impervious cover, non-required vegetation, native landscapes to achieve carbon sequestration, and others as developed by the department, and that these facilities be designed and implemented in such a way that enables ongoing monitoring; and (iii) YMCA shall present Plans for the Improvements, which are feasible under the circumstances within and the Project Budget and given the nature of the Project, to the Design Commission to ensure they demonstrate compliance with City design and sustainability standards, and that this presentation take place early enough in the development process to enable incorporation of improvements that result from this consultation.

h. Design

i. Design Review, Approval and Authorized Changes: At completion of each Milestone Deliverable, YMCA shall submit to the City’s PM one half-size set of drawings, specifications and project manual (Plans) and an updated statement of probable construction costs for the City’s review and confirmation that the Plans conform to any previously approved Plans. The City’s PM shall advise YMCA within ten (10) business days after receipt of the Plans if any portion or component of the Plans materially differs with the Concept Plan and any previously approved Plans, the Project Budget or violates a provision of this
Agreement and shall provide a detail of the reasons why the Plans do not conform to the Concept Plan and any previously approved Plans, or do not conform to the Project Budget or violate this Agreement. If YMCA is so advised, YMCA shall immediately revise the Plans to comply with the Concept Plan and any previously approved Plans, the Project Budget and/or this Agreement. Any disagreement between City and YMCA regarding the existence of a material variance shall be resolved by the Architect. The revised approved Plans at the end of the construction document phase shall be the Final Plans. The City PM is not responsible for obtaining any building permit or certificate of occupancy for the Premises. YMCA shall not commence construction until YMCA has obtained the confirmation required above for Plans and all required governmental permits for the identified scope of work, which shall not be unreasonably withheld. No material Change Order to the Final Plans or any Change Order to the Final Plans affecting the Project may be made without the prior written consent of the City’s PM, which consent shall not be unreasonably withheld or delayed. All other Change Orders to the Final Plans shall be approved by the City as long as they materially conform to the Concept Plan or any previously approved Plan, the Project Budget and this Agreement. Approval by the City PM does not constitute approval by any City department exercising regulatory authority over the construction of buildings.

ii. Ownership of Plans and Specifications: Subject to the legal interests of the A/E and any production professionals, ownership of all of the Plans, as well as any and all subsequent Change Orders and all other engineering studies, reports, plans or other materials in any way relating to the construction at the Premises (Identified Documents), shall be in YMCA during the term of the Operations Agreement. YMCA will have the absolute right to use of these Identified Documents in connection with the Premises during the term of the Operations Agreement without consent of the City. Subject to the legal interests of the A/E and any production professionals, ownership of the Identified Documents vests in the City at the termination of the Operations Agreement, no matter how such termination occurs. YMCA, whether from Bond Funds or other sources, is solely responsible for the payment of all fees and expenses in connection with the preparation and use of the Identified Documents. YMCA will obtain any written consents and confirmations as the City may request from the appropriate parties allowing the City use and ownership of the Identified Documents for the Premises only after the term of the Operations Agreement. At Final Completion, YMCA shall provide the City with its own copy of the Identified Documents. During the term of this Agreement, the City shall be
entitled to additional copies of the Identified Documents at any time and from time to time, from YMCA, if the City pays reproduction costs.

i. **Art In Public Places (AIPP):** YMCA shall comply with the City of Austin Art in Public Places requirement in connection with the Improvements. The AIPP budget is estimated at $155,000.

j. **Permits and Fees:** Responsibility for obtaining permits and for paying fees associated with the permits is the responsibility and duty of YMCA. Fees for permits are not reimbursable.

k. **Zoning, Site Plan, and Building Permits:** YMCA is responsible for insuring that appropriate zoning, site plan, and building permit approvals have been obtained during appropriate times in the design and construction process. YMCA is also responsible for compliance with the zoning, site plan, and building permits during the design, construction, and operation of the Improvements.

l. **Construction Commencement and Completion:**

   i. **Time of Performance.** No later than 45 days after the City issues the last of any required construction permits for this Project and in no event later than December 31, 2013, YMCA shall begin bona fide excavation of the premises in preparation for the construction of this Project. YMCA shall diligently pursue completion of this Project and shall Substantially Complete this Project no later than two (2) years after the date construction begins. “Substantially Complete” means finally completed, but for minor items of punch list work that can be completed in not more than 30 days, that do not interfere with YMCA’s use of the Premises, and that do not interfere with YMCA’s ability to obtain a certificate of occupancy for the Premises. YMCA shall complete work on the punch list items no later than 30 days after it identifies the items for the punch list (Final Completion). The City shall extend the dates set out in this section for good cause and for events of Force Majeure.

   ii. **Construction Standards and Liens.** All items to be reimbursed by the City must be constructed in accordance with the following construction standards:

      (a) Construction must be performed in a good and workmanlike manner in accordance with the Final Plans.
      (b) Construction must be completed using good industry practice for the type of work in question.
(e) The materials and workmanship must be of a quality greater than or at least equal to the standards set out in the Final Plans.

(d) All construction must be designed and constructed in compliance with all applicable building codes, ordinances, and other laws or regulations of governmental authority having jurisdiction over the construction.

(c) The work must also comply with the City of Austin’s MBE/WBE program requirements for construction projects.

(f) The work must comply with the Americans with Disabilities Act requirements applicable to municipally owned and operated facilities.

(g) No construction or work may be commenced until all licenses, permits, and authorizations required of all governmental authorities having jurisdiction necessary to commence construction have been obtained.

(h) YMCA shall have obtained and shall maintain in effect the insurance coverage required by this Agreement and the Operations Agreement with respect to the Project.

(i) After commencement, the construction or work being performed must be prosecuted within the time schedules and deadlines under this Agreement.

(j) YMCA shall have no right, authority, or power to bind the City or any interest of the City in the Premises for labor, materials, or any other charge or expense incurred in construction of any improvements or other work done on the Premises.

(k) YMCA shall take no action to render the City liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection with any work performed on the Premises and YMCA shall in no way be considered as the agent of the City in the construction, erection, or operation of any improvements made on the Premises.

(l) If any liens or claims for labor or materials supplied or claim to have been supplied to the Premises are filed, YMCA shall promptly pay or bond such liens to the City’s reasonable satisfaction or otherwise obtain the release or discharge of the lien or claim, provided the City is not in default of its payment obligations herein.

(m) Repairs: if, during construction, YMCA damages any property of the City, YMCA shall be responsible for such damage and shall repair it at YMCA’s sole cost and expense. This provision is not intended to limit YMCA’s right to seek repair of damage, or payment to repair damage, from a person or entity hired by it to complete construction, if the damage was caused by that person or an agent of the entity. However, YMCA is ultimately responsible for taking the necessary
steps to insure that the repair is completed in accordance with applicable codes and standards and paid for from funds that are not the City’s funds.

(n) The YMCA shall only use the Procurement Documents for any procurements for the Project for which Bond Funds are used.

m. Ownership of Improvements: Title to all the Improvements located on the Premises is and shall remain vested in the City immediately upon the attachment of the Improvement to the Premises or to another Improvement located on the Premises, subject to the rights of YMCA under the Operations Agreement.

n. Assignment of Warranties and Guaranties: To the extent assignable, upon termination of the Operations Agreement all warranties and guaranties obtained by YMCA shall be automatically assigned to the City.

4. PROJECT DEVELOPMENT COSTS

a. Project Budget: The Project Budget for the Project is attached as Exhibit B and is approved by the City. The Project Budget shall include all costs incurred in connection with the design and construction of the Improvements, including but not limited to the following: demolition costs, excavation costs, building costs, fixed equipment costs, site development costs, moveable equipment costs, professional fees, Project contingencies, and cost of debt issuance; provided that the Project Budget shall not include any cost over-runs within the individual cost categories shown on the Project Budget caused by Change Orders where requested by either the City or YMCA. In such case and subject to Section 9.b.(2) of this Agreement, the Party requesting the Change Order, if not approved by the other Party, shall pay for all changes which it requires. It is the intent of the Parties that these provisions shall not apply to those Changes Orders necessary to comply with the building codes and ordinances or where resulting from the unavailability of materials or errors or omissions in the Final Plans. It is the intent of the Parties that neither Party shall make a financial commitment, which would result in a cost over-run within an individual cost category shown on the Project Budget, without the concurrence of the other Party. The Parties agree that any savings that may occur, no matter how they occur, within the individual cost categories shown on the Project Budget shall be applied to other cost categories within the scope of the Project as YMCA may elect.

b. Fiscal Planning: Before commencement of construction, YMCA shall submit to the City supporting evidence that it has sufficient funds together with the Bond Funds to enable YMCA to complete the Improvements and to pay all associated costs. Upon receipt of the submittal by YMCA, the City shall confirm the sufficiency of the supporting evidence and promptly notify YMCA if the
submittals are not sufficient and the reason for their insufficiency. YMCA shall also submit its Business Plan prepared by a consultant of YMCA's choosing or internally by YMCA's staff that shall demonstrate that YMCA has sufficient budgeted funds to maintain and operate the Improvements during the first three years after construction is complete. The City shall reasonably confirm the sufficiency of the Business Plan and promptly notify YMCA if it is insufficient and the reason for its insufficiency.

c. **Budget Changes:** YMCA may not increase the Project Budget without the City's prior written consent. YMCA may decrease the Project Budget or shift allocations to budget line items without changing the total Project Budget without the City's approval or consent, provided however, YMCA will provide the City with a copy of the amended Project Budget in such case. YMCA may not decrease the Project Budget in a way that results in a material diminution in value of the Improvements without approval of the City. Review by the City shall be completed within two weeks of any submittal under this paragraph and approval of the change will not be unreasonably withheld.

d. **City Contribution Items:**

i. **Conditions Precedent to Disbursement:** The City's obligation to contribute the City Contribution will be subject to the satisfaction of the following conditions:

(a) At least 15 days prior to the date of the requested disbursement of the City Contribution, YMCA shall deliver to the City PM the following:

A. A pay request approved by YMCA or other form of invoice from YMCA evidencing the draw amount due;

B. For construction services performed or materials delivered: the supporting application for payment in the form reasonably approved by the City, showing the schedule of values, by trade, of percentage of completion of the City Contribution item detailing the portion of work completed and the portion not completed as of the date of the application for payment, updated progress schedule and monthly subcontractor report in a form reasonably approved by the City, and if requested by the City, copies of invoices from contractors and subcontractors (YMCA Contractors) for services and labor rendered and materials delivered to the Premises with respect to the City Contribution Reimbursement Item.
C. For all construction services regardless of how performed:
   (i) No later than final payment for the construction services, executed conditional mechanic's lien releases from all YMCA Contractors (along with unconditional mechanics lien releases with respect to payments made pursuant to YMCA's prior submission under this Agreement) in recordable form.
   (ii) Records satisfactorily documenting to the City that YMCA has complied with Chapter 271 Subchapter H of the Texas Local Government Code relating to alternative project delivery methods - specifically the employment of a construction manager at risk.

D. For all requested disbursements of the City Contribution, any and all other information reasonably requested by the City, which has not been previously provided.

e. YMCA Covenants:

i. Budget Requirements: The Project Budget attached to this Agreement is on a form reasonably approved by the City. Any changes shall be subject to the terms of Section 4.c.

ii. Contribution Requirements: YMCA and the City understand and agree that the Premises and the uses of the Premises are subject to the Operations Agreement by and between the City and YMCA and the Parties agree this Agreement shall not remove any rights and privileges YMCA may have under the Operations Agreement.

iii. Milestone Deliverables: YMCA shall during the course of the design phase and the construction phase deliver either by mail or hand delivery to the City PM the Milestone Deliverables.

iv. Financing: In satisfying Section 4.b. above, if a contractual commitment includes financing, that financing will be on terms and conditions acceptable to YMCA and reasonably acceptable to the City. The City agrees that YMCA may assign or pledge its interest under the Operations Agreement whereby such lender or such lender's affiliate or approved assignee shall have as a remedy, but not the obligation, to assume the obligations of YMCA under the Operations Agreement and this Agreement and such right shall be approved by the City so long as the City has an assignment of such interest inferior to such lender. The
contractual commitments may include a combination of YMCA financing, cash, and pledges, reasonably acceptable to and confirmed by City, all of which are available and restricted for the purpose of payment of construction costs. YMCA shall identify any additional sources of revenue to repay any financing for the Project.

v. Construction Accounts: Prior to the commencement of construction, YMCA shall establish a separate segregated series of construction accounts (Construction Accounts) at one or more federally insured financial institutions of YMCA’s choosing. The Construction Accounts may be maintained by YMCA at the financial institution, if any, that serves as trustee for any other financing maintained by YMCA. The Construction Accounts may be used only for the purpose of the deposit and withdrawal of construction funds including Bond Funds and the deposit and withdrawal of funds for debt service on YMCA’s financing of the City Contribution Reimbursement Items. No other funds may be commingled in the Construction Accounts. YMCA shall furnish to the City satisfactory information on the Construction Accounts including the amounts on deposit prior to commencement of planning and design of the City Contribution Reimbursement Items. YMCA shall furnish, at the City’s request, at any reasonable time, any additional information as the City may request regarding the Construction Accounts until completion of the City Contribution Reimbursement Items.

f. Bond Covenant: The City and YMCA understand and acknowledge that the City may finance the City Contribution with the proceeds of obligations, the interest on which is excludable from gross income for federal income tax purposes (Tax Exempt Bonds) and, in connection with the Tax Exempt Bonds, the City will make certain covenants, representations and provisions to assure compliance with the IRC and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto relating to Tax Exempt Bonds. YMCA agrees to take, or refrain from, actions to ensure the Tax Exempt Bonds satisfy such covenants, representations and provisions. In particular, but not by way of limitation, YMCA will not use or permit the City Contribution, or the property financed with Tax Exempt Bond Funds to be used (i) in any activity which constitutes an unrelated trade or business within the meaning of Section 513 of the IRC or (ii) by any person other than a governmental person or an exempt organization described in Section 501(c)(3) of the IRC. Moreover, if the IRC is amended, or regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Tax Exempt Bonds or if it is determined by a court of applicable jurisdiction that this Agreement fails to comply with the terms of the IRC, then the City and YMCA agree to renegotiate, in good faith, to amend or replace this Agreement in order to comply with the additional
requirements only to the extent necessary to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds.

5. PAYMENT OF PROJECT DEVELOPMENT COSTS

a. City Contribution Items: The requirements for payment shall be as set forth in Article 2 Defined Terms under City Contribution and as follows:

i. Payment Timeline and Disbursement Method: Each City payment shall be made as provided in Article 2 under the defined term, “City Contribution.”

6. OPERATIONS AND MAINTENANCE

a. YMCA Responsibilities: YMCA has the obligation to operate and maintain the Premises in accordance with the terms and conditions of the Operations Agreement.

b. City Responsibilities: City’s obligation, if any, to operate and maintain the Premises is also only in accordance with the terms and conditions of the Operations Agreement.

c. YMCA Programming: YMCA Programming shall be in accordance with the Operations Agreement and the Uses Exhibit attached to the Operations Agreement.

d. Naming and Sponsorship: The Facility shall be named the City of Austin/YMCA North Austin Community Recreation Center. The name may be changed if approved by City Council and the YMCA. No rights or privileges shall be granted by YMCA in exchange for naming and sponsorship of any part of the Facility or related property that would impair the tax-exempt status of the Bond Funds.

7. OPERATING RESERVES

At the time of commencement of construction, the YMCA shall be required to demonstrate an Operating Reserve. The Operating Reserve may be maintained either in the capital reserves account, the operating account of YMCA, or in YMCA’s available lines of credit to fund operational expenses relating to the Project in an amount not less than $65,000.
The Operating Reserves shall not be pledged or used, directly or indirectly, for the payment of principal or interest on the City’s bonds.

8. INSURANCE AND INDEMNITY

a. YMCA and its Consultants and Contractors’ Insurance and Bonding: YMCA shall require that any professionals or other persons under the Professional Agreements maintain the insurance and bonds required by the City and listed in the Exhibit D attached to this Agreement and the Operations Agreement. If any additional insurance or bonds are required by Federal or State law or by local ordinance, YMCA shall also require the persons and firms hired by it for design and construction of the City Contribution items under the Professional Agreements to have that insurance and bonding in place throughout their work on the Project. In the event of any material defects in design, materials or workmanship resulting from the work of the A/E, YMCA PM, CONSTRUCTION MANAGER, or any other production professionals occurs, YMCA agrees, if advised by its legal counsel, to pursue any causes of action it may have against the appropriate party, or at the option and request of the City, assign to the City such cause of action, subject to any superior rights YMCA’s lender may have therein.

b. Indemnity – Patent or Copyright: The CONSTRUCTION MANAGER shall protect, hold harmless and indemnify YMCA and the City of Austin from and against all claims, damages, judgments, and losses arising from infringement or alleged infringement of any United States patent or copyright that arise out of any of the work performed by the CONSTRUCTION MANAGER or used by the CONSTRUCTION MANAGER, or by the City, or YMCA at the direction of the CONSTRUCTION MANAGER of any article or material to be constructed pursuant to this Agreement. Upon becoming aware of a suit or threat of suit for patent or copyright infringement, YMCA shall promptly notify the CONSTRUCTION MANAGER and the CONSTRUCTION MANAGER shall be given full opportunity to negotiate a settlement. The CONSTRUCTION MANAGER does not warrant against infringement by reason of YMCA’s or the Project A/E’s design of articles or their use in combination with other materials or in the operation of any process relating to the Improvements to be constructed pursuant to this Agreement. In the event of litigation, YMCA agrees to cooperate reasonably with the CONSTRUCTION MANAGER and all parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

c. Indemnification of Certain Entities: YMCA shall include in its Professional Agreement negotiated with the CONSTRUCTION MANAGER for the Project, a provision that the CONSTRUCTION MANAGER covenants and
agrees to fully indemnify and hold harmless YMCA, the City, the Architect/Engineer, and their respective current and former employees, officers, directors, volunteers, agents and representatives (Indemnified Entities), individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, (Claims) made upon any Indemnified Entity directly or indirectly arising out of, resulting from, or related to: (i) a violation or alleged violation of any ordinance, regulation, statute, or other legal requirement by the CONSTRUCTION MANAGER or any of its agents or employees; or (ii) the CONSTRUCTION MANAGER’S activities under its Professional Agreement, including any negligent acts or omissions of the CONSTRUCTION MANAGER, any agent, officer, director, representative, employee, consultant occurring in the performance of the rights and duties under its Professional Agreement. This indemnification paragraph shall not apply to any Claims resulting from the negligence of any of the Indemnified Entities, but shall include Claims attributable to the extent of the CONSTRUCTION MANAGER’S sole, contributory, partial, joint, comparative, or concurrent acts, omissions, or negligence of CONSTRUCTION MANAGER or any subcontractor under the CONSTRUCTION MANAGER.

d. Payment and Performance Bonds: YMCA agrees to and shall require the CONSTRUCTION MANAGER (as identified in the Professional Agreement) to name the City of Austin as co-obligee on the payment and performance bonds. Under no circumstances shall YMCA be required to post a payment or performance bond to any party. The payment and performance bonds required of the CONSTRUCTION MANAGER under this Agreement shall be in accordance with the specifications provided in Exhibit D attached to this Agreement.

e. Assumption: In contracting with the A/E, the production professionals, and the CONSTRUCTION MANAGER, YMCA will require that each contract, including the Identified Documents, provide that it can be assumed by the City in the event of a termination of the Operations Agreement due to an uncured default by YMCA, subject to the rights of YMCA’s lender.

f. YMCA Indemnity of City. YMCA AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) YMCA’S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT
ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF YMCA, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO CONSTRUCTION OF A FACILITY OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH YMCA AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

9. EVENTS OF DEFAULT AND REMEDIES

a. YMCA’s Default and the City’s Remedies: YMCA shall be deemed to be in default under this Agreement if YMCA fails or refuses to perform YMCA’s obligations under this Agreement, or any representation or warranty made by YMCA pursuant to this Agreement becomes untrue, and after thirty (30) days’ notice of an event of default from the City and such default was for any reason other than a default by the City. If YMCA is deemed to be in default under this Agreement after the expiration of the cure period, the City shall be entitled to require specific performance, withhold the City’s Contribution, or terminate this Agreement subject to the rights of YMCA’s lender, if any, or assume YMCA’s obligations and complete the Project. In the event a default by YMCA is not reasonably curable within such thirty day period, then YMCA shall, only with specific written approval by the City, have additional time to complete the cure of its default so long as it prosecutes its cure diligently and in good faith. Fraudulent statements made in the inducement of the City by board members or officers of YMCA who are materially involved with the Project shall be grounds for termination for cause. Upon the occurrence of any event deemed to be a default by YMCA under this Agreement, subject to YMCA’s lender’s rights, all Professional Agreements, Identified Documents, Plans, contracts and other records relating to the Project shall be returned to the City.

b. The City’s Defaults and YMCA’s Remedies: The City shall be deemed to be in default under this Agreement if the City fails to meet, comply with, or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement, or any representation or warranty made by the City pursuant to this Agreement becomes untrue. If the City is deemed to be in default under this Agreement, the City shall also have a thirty (30) day time period, after being notified by YMCA of the default, in which to cure the default. After the expiration of the cure period, YMCA may, at YMCA’s sole option, do any one or more of the following: (a) terminate this Agreement by written notice delivered to the City; (b) enforce specific performance of this Agreement against
the City; (c) exercise any other right or remedy YMCA may have at law or in equity by reason of such default. YMCA may not seek any remedy for non-payment by the City if such non-payment is due to:

(1) Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City; and

(2) Non-Appropriation. The funding of this Agreement is dependent upon the availability of appropriations. The City’s payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide YMCA written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

YMCA is authorized to include in each of the Professional Agreements, construction contracts, and all other related documents to which YMCA is a party, language exculpating YMCA from liability in the event of non-appropriation of all or part of the City Contribution, and otherwise specifying such agreements and contracts as “paid when paid” obligations of the YMCA.

10. MISCELLANEOUS PROVISIONS

a. Representation: YMCA represents and warrants to the City that YMCA did not incur any cost or expense associated with any City Contribution item prior to the Effective Date, for which YMCA would seek reimbursement under this Agreement.

b. Termination: The Agreement will automatically terminate upon the first to occur of (a) the termination or expiration of the Operations Agreement (as may be reinstated, renewed or continued), and (b) the expiration or satisfaction of all the terms and obligations under this Agreement by the Parties.

c. Miscellaneous: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions of this Agreement. In the event any action or suit is brought by reason of any breach of
this Agreement or any other dispute between the parties concerning this Agreement, then the prevailing Party shall be entitled to have and recover from the other Party all costs and expenses of suit, including reasonable attorneys’ fees. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this Agreement shall be in the District Courts of Travis County Texas. This Agreement is to be deemed to have been prepared jointly by the Parties. If any inconsistencies or ambiguities exist, they shall not be interpreted or construed against either Party as the drafter. The Parties shall take such actions and execute such documents as each may reasonably request, to carry out the purposes of this Agreement. All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise effect this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Each Party represents and warrants to the other Party that it is duly authorized to execute this Agreement. In performing the obligations hereunder, YMCA shall be an independent contractor, and nothing herein shall be deemed to constitute the City and YMCA as partners or joint venturers. Nothing in this Agreement shall alter in any manner the status of personnel employed by YMCA or by the City, who shall in no event be deemed to be employees of the other. When the approval or consent of the City is required under this Agreement, and its not otherwise stated, such approval or consent shall not be unreasonably withheld or delayed and in the event the City has not responded to a request for such approval or consent by YMCA within ten (10) business days of its request, then such approval or consent shall be deemed given.

d. **Book and Records:** YMCA shall keep proper books of record and account in which full and correct entries shall be made of all of its construction transactions related to this project and its assets and businesses so as to permit the presentation of financial statements prepared in accordance with sound accounting principles consistently applied on a cash basis; and permit the City, or its representatives, at reasonable times and intervals upon prior notice, to visit YMCA’s office, or at the City’s Offices as may be mutually agreed to.

e. **Notices:** If notice, payment, report or other matter is required or permitted to be given under this Agreement, it may be effected by personal delivery to the address set forth below, or by certified mail, postage prepaid, return receipt requested, properly addressed to the appropriate address set forth below:

If to the City:

The City of Austin  
City Attorney
City of Austin Law Department  
P.O. Box 1088  
Austin, Texas 78767-1088

If to the City PM:

The City of Austin  
Public Works Department  
505 Barton Springs Road, Suite 850,  
Austin, TX 78704  
Attn: City PM for YMCA Project

If to YMCA:

YMCA  
1402 East Cesar Chavez Street  
Austin, Texas 78702  
Attn: President/CEO

With a copy to:

Hamilton Rial  
Johnson, Rial & Parker, P.C.  
811 Barton Springs Road, Suite 730  
Austin, Texas 78704

These addresses may be changed by notice to the other parties given in the same manner as provided above.

f. **Force Majeure:** Both YMCA and the City agree they shall grant the other Party a reasonable extension of time as appropriate, if conditions beyond the parties' control or Acts of God, flood, riot, civil insurrection, labor strikes, or orders of local or federal government render timely performance of the Parties' services impossible or unexpectedly burdensome. The Party suffering the impossibility or burdensome conditions must provide written notice to the other Party within ten (10) days of the onset of such performance delay, specifying the reasons. Consent to an extension of time for performance under such circumstances will not be unreasonably withheld, conditioned, or delayed. Failure to fulfill obligations due to conditions beyond either Party's control shall not be considered a breach of this Agreement; provided, however, that the obligations shall be suspended only for the reasonable duration of the condition(s).
g. **Right to Audit:** YMCA agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall, upon reasonable notice to YMCA, have access to, and the right to audit, examine, or reproduce at the expense of the City, any and all records of YMCA related to the performance under this Agreement. Any audit or examination shall take place at the offices of YMCA during reasonable business hours. YMCA shall retain all such records for a period of three (3) years after final payment of the City Contribution under this Agreement, or until any audit and litigation matters relating to the Project, or this Agreement, that the City has brought to the attention of YMCA are resolved, whichever is longer. YMCA agrees to refund to the City any overpayments disclosed by any such audit and the City agrees to pay any underpayments of the Bond Funds disclosed by any such audit, subject to the City's right to decline payment as set out in Article 9.b.(1) and (2) of this Agreement. At the request of YMCA, the City shall provide YMCA a copy of such audit. In addition, YMCA shall include in its Professional Agreement with the CONSTRUCTION MANAGER the following:

i. The CONSTRUCTION MANAGER agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of the CONSTRUCTION MANAGER related to YMCA's performance under this Agreement. The CONSTRUCTION MANAGER shall retain all such records for a period of three (3) years after final payment under the Professional Agreement, or until all audit and litigation matters that the City has brought to the attention of the CONSTRUCTION MANAGER are resolved, whichever is longer. The CONSTRUCTION MANAGER agrees to refund to YMCA any overpayments disclosed by any such audit.

ii. The CONSTRUCTION MANAGER agrees to include the terms of Section i. above in all subcontractor agreements entered into by the CONSTRUCTION MANAGER in connection with the Professional Agreement.

h. **Dispute Resolution:**

In the event of a dispute, either Party may make a written request for a meeting between representatives of each Party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty
(30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the Parties waive the negotiation process, the Parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and YMCA agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and YMCA will share the costs of mediation equally.

i. CONFIRMATION AND WAIVER: YMCA CONFIRMS TO THE CITY THAT IT IS NOT RELYING ON, AND WAIVES ANY CLAIM REGARDING, ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING OR RELATING TO THE PREMISES, OTHER THAN OWNERSHIP THEREOF BY THE CITY, THE CONDITION OF THE PREMISES, COMPLIANCE OF THE PREMISES WITH THE LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PREMISES. YMCA ACKNOWLEDGES AND AGREES WITH THE CITY THAT YMCA IS ENTERING INTO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREIN RELYING SOLELY UPON ITS OWN CONSULTANTS, LEGAL COUNSEL, EVALUATIONS AND EXAMINATIONS. YMCA SPECIFICALLY ACKNOWLEDGES THAT THE CITY CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE OF ITS SOVEREIGN POWER.
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the last date below.

CITY OF AUSTIN, a Texas home rule City

By: ________________________________
Title: City Manager
Date: 8/2/1

The YMCA of Austin, Inc.
A Texas non-profit corporation

By: ________________________________
James Pinck, President

Approved as to legality and form:

[Signature]
Lula Guenole
Assistant City Attorney
<table>
<thead>
<tr>
<th><strong>EXHIBIT B</strong></th>
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<tbody>
<tr>
<td><strong>North Austin Recreation Center: Total Project Budget</strong></td>
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<tr>
<td><strong>Construction Costs: Bond Funds</strong></td>
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<tr>
<td>Briqes &amp; Mortar</td>
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<td>CM Fee (3.8%)</td>
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<td>Payment &amp; Performance Bond</td>
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<td>Builder’s Risk Insurance</td>
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<td>Pricing Contingency</td>
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<tr>
<td>Escalation @ 6%</td>
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<td><strong>Sub Total GMP</strong></td>
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<td><strong>Services/Systems/Misc Costs: Bond Funds</strong></td>
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<tr>
<td>Construction Contingency (3%)</td>
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<td>Soft Cost Contingency</td>
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<td>Public Works Department Fees</td>
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<td>PARD Review Fees</td>
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<td>Art in Public Places</td>
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<td>Debt Issuance Costs for Bond</td>
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<td>Building Commissioning</td>
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<td>Security Consulting &amp; Systems</td>
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<td>Materials Testing</td>
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<td>Geotech Study</td>
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<td>City of Austin Permits/Fees</td>
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<td>Funds Expended To Date</td>
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<td><strong>Sub Total</strong></td>
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<td><strong>Sub Total Bond Funds</strong></td>
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<td><strong>Fitness Equipment - Direct to YMCA</strong></td>
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<td>Pool Equipment</td>
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<td>GYM Equipment</td>
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<td>Aerosoles / Yoga</td>
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<td>Spinning</td>
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<td>Cardio/Weights</td>
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<td><strong>Sub Total</strong></td>
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<tr>
<td><strong>Furniture - Direct to YMCA</strong></td>
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<tr>
<td>Locker Rooms</td>
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<td>Meeting Rooms (2)</td>
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<td>Teen Room</td>
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<td>Community Lounge</td>
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<td>Child Watch</td>
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<td>Offices (2)</td>
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<tr>
<td>Reception Desk</td>
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<td><strong>Sub Total</strong></td>
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<tr>
<td><strong>Operating Equipment - Direct by YMCA</strong></td>
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<tr>
<td>Telecommunications/Data Cabling</td>
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<tr>
<td>Office Electronics</td>
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<tr>
<td><strong>Sub Total</strong></td>
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<tr>
<td><strong>Costs Paid Direct by YMCA</strong></td>
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<tr>
<td>Architectural Team @ 8.2%</td>
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<tr>
<td>Project Management (2.75%)</td>
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<td>Permits &amp; Fees</td>
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<td>Reimbursables</td>
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<td><strong>Sub Total</strong></td>
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<td><strong>YMCA Project Contingency</strong></td>
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<td><strong>Sub Total YMCA Funds</strong></td>
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<tr>
<td><strong>Total Project Budget</strong></td>
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JOINT OPERATIONS AGREEMENT  
BETWEEN THE CITY OF AUSTIN  
AND THE YMCA OF AUSTIN  

THIS OPERATIONS AGREEMENT (Operations Agreement) is made between the CITY OF AUSTIN, a home rule municipal corporation of the State of Texas located within Travis, Hayes, and Williamson Counties, Texas (City), acting through Marc A. Ott, its duly authorized City Manager, and the Young Men’s Christian Association d/b/a YMCA of Austin, a Texas nonprofit corporation (YMCA), acting through its officers as duly authorized by its Board of Directors.

RECITALS

WHEREAS, in order to provide its citizens a facility for recreation, meeting space and other traditional and progressive recreational and community service programs, the City desires to participate in the construction of a joint use facility (Facility) with the YMCA, a non-profit organization whose goals and objectives align with the goals and objectives of the City’s Parks and Recreation Department; and

WHEREAS, the Facility is planned to be constructed on City property located at 1000 Rundberg Lane, near the intersection of Marns Meadow Boulevard and Rundberg Lane.

WHEREAS, the City has recognized the experience and expertise of the YMCA in conducting programs for families at its branches in Travis County and adjoining counties, and in providing recreational and character-building programs for adults and youth; and

WHEREAS, the residents of the City will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA for YMCA members and program participants at the joint use facility and, through reciprocal membership privileges, at other YMCA’s in the Austin area and nationally where Austin members work or travel; and

WHEREAS, it is the mutual desire of the City and the YMCA that the new Facility be constructed, occupied and managed by the YMCA for the offering and conducting of YMCA programs and other community based programming as contemplated by this Agreement and in accordance with its terms and conditions, based on programs of the YMCA and the City’s Parks and Recreation Department offered at each of its facilities;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the City and the YMCA hereby agree as follows:
ARTICLE 1. AND DEFINITIONS

1.01 City. City means the City of Austin, a home rule municipality.

1.02 Community Center. The building commonly known as the City of Austin/YMCA North Austin Community Recreation Center that provides health and fitness programs for the surrounding community and that is a resource for the public to assemble and meet during normal operating hours. The YMCA, as manager of the facility (defined below) is entrusted by the City to provide access and equal opportunity to services and programs administered by the YMCA that are comparable to other YMCA facilities, that meet the needs of the community, and for which the YMCA may charge fees that are reasonable, consistent with other YMCA facilities in the Austin-area, and that are approved by the City which shall not unreasonably withhold this approval.

1.03 Director. Director means the Director of the City’s Parks and Recreation Department (PARD).

1.04 Emergency Repair. Emergency Repair means any repair or replacement of any portion of the Facility (as defined below that is the responsibility of the city), necessary to protect the public and the integrity of the building or its systems in a timely and reasonable manner. See also, Section 3.14 below.

1.05 Facility. Facility means the building to be constructed and operated as the City of Austin/YMCA North Austin Community Recreation Center. Facility includes all the footprint of the Facility, any exterior patios and sidewalks directly adjacent to the Facility, any improvements, amenities, and areas that were installed, constructed, or landscaped as part of the original construction completed in accordance with the Agreement for Development and Construction of New Recreation Facility for Public Use Funded in Part with Bond Funds.

1.06 Uses Exhibit means Exhibit 2 attached to this Agreement and incorporated for all purposes. Revisions to the Uses Exhibit will not alter the terms of this Agreement (unless this Agreement is also revised by the parties) and to the extent that the Uses Exhibit is inconsistent with this Agreement, this Agreement controls.

1.07 YMCA. YMCA means the Young Men’s Christian Association d/b/a YMCA of Austin, a Texas non-profit corporation.

ARTICLE 2. TERM OF JOINT USE AND DEVELOPMENT

2.01 Term. The term of this Agreement (Term) shall commence upon issuance of a Certificate of Occupancy regarding the Facility, and shall expire 240 months from that date.
2.02 **Holdover.** Unless terminated earlier by either party pursuant to a right stated in this Agreement, this Agreement will expire without further notice when the Term expires. Any holding over by YMCA after the Term expires will not constitute a renewal of the Agreement or give YMCA any rights under the Agreement in or to the Premises.

**ARTICLE 3. USE OF PREMISES/OWNERSHIP OF PROPERTY**

3.01 **Premises.** In consideration of the mutual terms and covenants of this Operations Agreement, YMCA has the right to occupy and jointly use with the City, (a) a _6.997_ acre tract of land, more or less, as legally described in the survey, Exhibit "1," attached to this Operations Agreement (Land), and (b) any buildings and improvements on the Land or to be constructed on the Land. The Land and Facility are collectively referred to as the "Premises". This Agreement is subject to all existing easements for public roads, channels, highways, public utilities, railroads, pipelines and electrical transmission lines.

3.02 **Permitted Use of Premises.** YMCA may use the Premises only for the purpose of constructing and operating the Facility for use by the public. YMCA will offer, conduct, and operate non faith-based recreation, wellness, and youth and family programs and related activities, consistent with other YMCA facilities and the Uses Exhibit attached as Exhibit 2 to this Agreement and Exhibit D of the Agreement For Development and Construction of New Recreation Facility for Public Use Funded in Part with Bond Funds, and for no other purpose without the prior written consent of City. Not less than 3,000 not usable square feet of the Premises shall be dedicated to purposes commonly associated with a City recreation center.

Scheduling will be coordinated through the YMCA to prevent conflict with regularly scheduled programs of the YMCA.

3.03 **Illegal Use Not Permitted.** YMCA may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Premises.

3.04 **Condition of Premises.** YMCA accepts the Premises described in Exhibit 1 in their present condition, finds them suitable for the purposes intended, and further acknowledges that it is thoroughly familiar with such condition by reason of a personal inspection and does not rely on any representations by City as to the condition of the Premises or their suitability for the purposes intended. YMCA further accepts the Premises described in Exhibit 1 subject to all previous recorded easements, if any, that may have been granted on, along, over, under or across said property, and releases City from any and all damages, claims for damages, loss or liabilities that may be caused to all invitees, licensees, or trespassers by reason of the exercise of such rights or privileges granted in those easements.
3.05 Zoning Restrictions and Other Laws. The Premises are subject to any statement of facts which an accurate survey or physical inspection might show, all zoning, restrictions, regulations, rulings and ordinances, building restrictions, and other laws and restrictions now in effect or later adopted by any governmental authority having jurisdiction.

3.06 Membership Fees. Fees for memberships and programs shall be priced in accordance with fees established by the YMCA for branches of similar size and amenities located in the City of Austin and consistent with the YMCA's goal to permit participation by all socio-economic groups. As set forth in the Uses Exhibit, such fees will be reviewed annually by the Director or her designee, who may request that the YMCA modify such fees.

3.07 Janitorial Services and Housekeeping. The YMCA, at its sole cost and expense, shall provide daily janitorial and custodial service for the Facility. For the Term of this Agreement, the YMCA will employ or subcontract for housekeeping staff whose function shall be daily in-house tasks related to routine and emergency cleanups, room or facilities preparation, minor repairs and other routine functions associated with programs and building operations. The YMCA shall pay the full cost of the total salary and fringe benefits of said employee(s) or contractors.

3.08 Inspections. The City shall conduct periodic and regular inspections as may be required of the Facility to ensure that fire, safety and sanitation regulations and other provisions contained in this Agreement or in the City Code are being adhered to by the YMCA. The City shall notify the YMCA of its findings, specifying any items needing attention. The YMCA agrees to grant the City the right to access the facility for inspections during normal business hours, and after hours, with prior notice as may be necessary. Failure to conduct any inspections as may be required shall not operate as a waiver of the City's right to conduct these inspections and shall not be considered a default of the terms of this Agreement.

3.09 Fire Code Inspections. YMCA will permit the City's Fire Marshal or his or her authorized agents to inspect the Premises, and YMCA and City will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Premises into compliance with the City Fire Code and Building Code provisions regarding fire safety, as such provisions exist or may later be amended subject to the maintenance and repair obligations under Paragraph 3.12 (a) below. YMCA shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

3.10 Ownership of Equipment and Furniture. No City funds shall be used to acquire equipment and furniture to be used by the YMCA. The YMCA shall own all equipment and furniture purchased by it. The YMCA, at its sole cost and expense shall be responsible for repair and/or replacement of this furniture and equipment during the term of the Agreement.
3.11 **Ownership of Building and Fixtures.** City shall own the Facility and all attached fixtures. The Facility and any other buildings, improvements, additions, alterations, and fixtures (except furniture, movable equipment, and trade fixtures) constructed, placed, or maintained on any part of the Premises during the Term are considered part of the real property of the Premises and must remain on the Premises and title to all permanent improvements on the Premises shall vest in the City.

3.12 **Right to Remove Personal Property; Trade Fixtures.** YMCA may, at any time while it occupies the Premises, or within a reasonable time thereafter, not to exceed ninety (90) days, remove personal property, furniture, machinery, equipment, or other trade fixtures owned solely by YMCA, in, under, or on the Premises, or acquired by YMCA, whether before or during the Term and any extension, this property is referred to as “YMCA Property.” On or before the date of expiration of this Agreement, YMCA shall vacate the Premises, remove all YMCA Property, repair any damage to any buildings or improvements on the Premises resulting from the removal, restoring the Premises to a condition reasonably satisfactory to the City. If the City or YMCA terminates this Agreement, YMCA shall vacate the Premises, remove the YMCA Property and restore the Premises within such time as the City shall reasonably designate, but in no event less than ninety (90) days. In either event, if YMCA shall fail or neglect to remove the YMCA Property within a reasonable time after the Agreement termination date, not to exceed ninety (90) days and so restore the Premises, then the YMCA Property shall become the property of the City.

3.13 **Maintenance and Repair.**

(a) **City Obligations.** Except for repairs required by YMCA under (b) below, the City will at all times during the Term, keep and maintain, or cause to be kept and maintained, the Premises, including the Facility and all other buildings and improvements erected on the Premises, in good state of appearance and repair (except for reasonable wear and tear)-at the City’s sole expense including, without limitation, the structure, roof, foundation, HVAC, electrical, plumbing and the parking area. Such maintenance and repairs will be made expeditiously and in the same manner as a person generally proficient in that industry or trade performing under similar circumstances.

After City receives notice of needed repairs pursuant to (b) below, the City shall within five (5) working days of notification inspect the Facility to determine the extent of repair required. The City shall complete the repairs within ninety (90) days from the date of such notice. If the City in unable to initiate the repairs as required, the City shall notify the YMCA in writing and YMCA may make and pay for repairs as approved in writing by the Director or her designee. YMCA shall submit a request for reimbursement for the cost of an approved repair. The City shall reimburse the YMCA for the approved repair within 30 days. Needed repairs as used in this subsection exclude obligations of the YMCA in (b) below. For repair and/or replacement expenses less than or equal to $5,000, YMCA may make repairs internally or hire outside contractors, but agrees to solicit at least one bid and provide a copy of the bid if requested by the City. For repair and/or replacement expenses greater than $5,000 and less than or equal to $50,000, YMCA may
make repairs internally and submit a written request for reimbursement or hire outside contractors based on the YMCA’s determination of the best of three (3) bids. The City may request a copy of the bids solicited prior to reimbursement. For repair and/or replacement expenses greater than $50,000, the YMCA shall use existing standard purchasing procedures currently in place by the City of Austin for expenses more than $50,000, and upon approval by the Director, the City shall reimburse the YMCA for approved repairs or replacement.

(b) YMCA Obligations. At all times during the Term, the YMCA shall, at its sole cost and expense, make all regular and ordinary minor nonstructural building maintenance and repairs including but not limited to painting, wallpaper, tile, flooring, and window glass replacement. Such repairs will be made in an expeditious and proper manner. Further, the YMCA shall be responsible for keeping any landscaping, including any irrigation system, within the Site Plan approved for construction upon the Premises in a neat, tidy and working condition, with adequate watering and maintenance, and replacing landscaping, including all growth of weeds and other objectionable vegetation on said property from reaching such conditions as to violate governmental requirements, if any, or to be hazardous and/or objectionable to the City or the YMCA. Collection and proper disposal of trash, garbage, litter and debris will be the responsibility of YMCA, at its sole cost and expense.

YMCA shall neither commit nor allow to be committed any waste on the Premises, nor shall YMCA maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.

Upon discovery of any condition that requires the City to make needed repairs under (a) above, the YMCA shall notify the City of the defect or condition.

(i) If the City receives the required notice and does not perform as required in (a), the YMCA may undertake the necessary repair and the City shall be responsible to reimburse the YMCA within thirty (30) days the reasonable costs of the repairs; or

(ii) If the YMCA is unable to reach the City’s contact person or the City does not respond within five working days of notification by the YMCA, the YMCA may undertake the necessary repair and the City shall be responsible to reimburse the YMCA within thirty (30) days the reasonable costs of the repairs.

(iii) YMCA agrees to maintain at its own expense during the term of this agreement, a preventative maintenance program for all systems, including but not limited to, HVAC systems, elevators, plumbing, pool pumps and apparatus, fire suppression and sprinkler systems, and other systems that require periodic maintenance to continue operating efficiency and warranty compliance. When notified by maintenance contractors of potential capital replacement issues or,
remedial action, YMCA shall promptly notify City in writing of any items that are the responsibility of the City.

3.14 **Emergency Repairs.**

(i) If the YMCA and City mutually agree that emergency repairs need to be undertaken immediately, the YMCA may undertake the necessary repair waiving the bidding requirements of Section 3.12(b)(iii) and the City shall be responsible to reimburse the YMCA within thirty (30) days. The City will approve the emergency repair in writing to the YMCA as soon as is reasonably possible, but not more than five (5) business days.

(ii) If the YMCA is unable to reach the City’s contact person and action is necessary to prevent further damage to the Facility or to prevent imminent danger or injury to persons, the YMCA may undertake the necessary repairs to cure the condition and the City shall be responsible to reimburse the YMCA within 30 days the reasonable cost of the repairs.

3.15 **Dedicated Community Area.** Not less than 10% of the square footage of the Facility shall be dedicated for use as a City recreation center, available to all members of the public without charge. Children under the age of 8 years shall be accompanied by an adult, including a staff member operating an afterschool or camp program. After school and other children’s programming, as well as programming for seniors, shall be as described in Exhibit 2 - Uses.

3.16 **Naming.** The Facility shall be named the City of Austin/YMCA North Austin Community Recreation facility. Any change in the name of the Facility must be done in accordance with City Code Sections 14-1-31 through 14-1-34.

**ARTICLE 4. BOND FUND REQUIREMENTS**

4.01 **Use.** During the Term of this Agreement, the YMCA must use the Facility for the operation of a recreation center, and for recreation center-related educational purposes. The operations may also include incidental office space, and food service related to the recreation center operations.

It is the understanding of the YMCA and the City that the City financed the grant for the improvement of the Facility (the Tax-Exempt Facility) with the proceeds of certain obligations the interest on which is tax-exempt under the Federal income tax laws (the Tax-Exempt Bonds). In connection with the issuance of the Tax-Exempt Bonds, the City has covenanted (the Bond Covenants) with the holders of the Tax-Exempt Bonds that the proceeds of such bonds and the Tax-Exempt Facilities will be used in a manner which assures that the Tax-Exempt Bonds will qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the Code). The YMCA agrees not to use
nor permit the use of the proceeds of the grant or the Tax-Exempt Facility in a manner which it knows or should know would result in their use either in an unrelated trade or business or in a manner which would otherwise violate the Bond Covenants. Moreover, if the YMCA is notified by City that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to the City any information which is in its possession regarding the use of the proceeds or the Tax-Exempt Facility as may be needed by the City to timely respond to questions posed by the Internal Revenue Service. In the event of a failure to comply with this covenant the City will have the right to specific performance, injunctive relief, or the recovery of economic damages suffered by the City.

ARTICLE 5. CONSTRUCTION OF THE FACILITY

5.01 General Conditions. City and YMCA agree that YMCA will award the contract for construction of the Facility, subject to the Agreement for Development and Use of Bond Funds to Construction of New Recreation Facility for Public Use Funded in Part with Bond Funds between the City and the YMCA.

ARTICLE 6. AUDITING

6.01 Audits. YMCA agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of YMCA related to the performance under this Contract. YMCA shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of YMCA are resolved, whichever is longer. YMCA agrees to refund to the City any overpayments disclosed by any such audit.

ARTICLE 7. INSURANCE REQUIREMENTS DURING TERM OF JOINT OCCUPANCY

7.01 Insurance Required. Prior to the time YMCA is entitled to any right of access to or use of the Facility, YMCA shall obtain and maintain the following types of insurance and minimum limits of coverage during the Term of the Lease of the Facility:

(a) Workers' Compensation

<table>
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<tr>
<th>Statutory limits</th>
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<tr>
<td>Employer's liability</td>
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<tr>
<td>$100,000</td>
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<tr>
<td>Each accident/occurrence</td>
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<tr>
<td>Disease - each employee</td>
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<tr>
<td>$500,000</td>
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<tr>
<td>Disease - policy limit</td>
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(b) Commercial General Liability

| $1,000,000 |
| each occurrence |
| $2,000,000 |
| aggregate limit |
Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability.

(c) Automobile Liability $1,000,000 Each accident on a combined single limit basis

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

(d) Umbrella or Excess Liability $5,000,000 Each occurrence
$5,000,000 Aggregate

(e) Sexual Abuse and Molestation coverage is required if care of a child is provided outside the presence of a legal guardian or parent, this coverage shall be written for a minimum limit of $500,000 per occurrence. If this coverage is written on a stand alone basis the City shall be listed as an additional named insured.

7.02 Additional Insurance Requirements.

(a) The City and its Officers, Employees and Volunteers shall be named as an Additional Insured on the Automobile and Commercial General Liability policies.

(b) Thirty days (30) prior written notice of cancellation or non-renewal is required.

(c) Waiver of rights of recovery (subrogation) in favor of the City.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers’ compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, prior written approval of the City’s Risk Management Division is required.

(e) If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

(f) Unless otherwise stated, all required insurance shall be written on the “occurrence basis”. Prior written approval from the City’s Risk Management Division is required for any claims-made policies. If coverage is underwritten on a claims-made basis, the retroactive date shall
be coincident with or prior to the date of the contractual agreement and the
certificate of insurance shall state that the coverage is claims-made and the
retroactive date. The insurance coverage shall be maintained for the
duration of the contractual agreement and for five (5) years following
completion of the contractual agreement. An annual certificate of
insurance submitted to the City shall evidence such insurance coverage.

(g) Any deductible in excess of $5,000.00, for any policy that does not
provide coverage on a first-dollar basis, must be approved in writing by
the City’s Risk Management division.

(h) The City, at its sole discretion, reserves the right to review the insurance
requirements and to make reasonable adjustments to insurance coverages
and their limits when deemed necessary and prudent by the City based
upon changes in statutory law, court decision or the claims history of the
industry as well as of the contracting party to the City. The City shall be
required to provide prior written notice of ninety (days).

(i) The City shall be entitled, upon request and without expense, to receive
copies of policies and endorsements thereto and may make any reasonable
requests for deletion or revision or modifications of particular policy
terms, conditions, limitations, or exclusions except where policy
provisions are established by law or regulations binding upon either of
party or the underwriter on any such policies.

7.03 Minimum Coverage. Insurance coverage specified herein constitutes the
minimum requirements and said requirement shall in no way lessen or limit the liability
of the YMCA under the terms of this Agreement. YMCA shall procure and maintain, at
its own cost and expense, any additional kinds and amounts of insurance that, in its own
judgment, it deems to be necessary.

7.04 YMCA Coverage. During the Term of this Agreement and at its sole cost
and expense, YMCA shall at all times maintain in effect property and casualty insurance
coverages insuring the Premises in an amount equal to at least 100% of the actual
replacement cost thereof and providing protection against any peril generally included in
the classification "Fire and Extended Coverage" or so called "special form" coverage.
The YMCA shall be the named insured under the policy and the City shall be named as
Loss Payee. Such insurance must be payable to the YMCA and the City, as their
interests may appear, and shall include a waiver of subrogation in favor of the City.
YMCA shall deliver to City, upon City’s request, certificates of such insurance. In no
event shall the City be responsible for damage to the Facility by reason of fire or other
casualty, or by reason of any other cause that could have been insured against under the
terms of a standard fire and extended coverage insurance policy or policies. In the event
of a casualty, if the YMCA reconstructs the Facility under Section 10.01, YMCA and
City shall use all insurance proceeds to reconstruct the Facility. If the Facility is not
reconstructed after a casualty, the YMCA and City shall proportionally share in the insurance settlement proceeds.

Following the completion of construction YMCA shall cooperate with the City’s Risk Management Division for scheduling of property insurance inspections and responding to the property carriers recommendations as set forth in the inspection reports.

ARTICLE 8. TAXES

8.01 Payment by YMCA. YMCA will pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Premises and all interests in the Premises and all improvements and other property on them during the Term and any extension, whether belonging to City or to YMCA. YMCA will pay all the taxes, charges, and assessments directly to the public officer charged with their collection before they become delinquent, and, to the extent permitted by law, YMCA will indemnify City and hold it harmless from all such taxes, charges, and assessments. YMCA may, in good faith at its own expense (and in its own name) contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due. YMCA’s failure to discharge any such tax, charge or assessment when finally due within ten (10) days after the date City’s written notice is received by YMCA shall constitute an event of default under Section 12.01 (d) below. However, YMCA’s financial obligation to City to liquidate and discharge such lien shall survive following termination of this Agreement and until such a time as the lien is discharged.

ARTICLE 9. UTILITIES

9.01 Payment by YMCA. The YMCA, at its sole cost and expense, will incur the cost to provide all gas, water, sewer, electric utilities, network and communication services for use by the YMCA at the Facility.

ARTICLE 10. RESTORATION

10.01 Damage or Destruction. City shall not be responsible, under any circumstances, for any damage to property belonging to YMCA, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be damaged, stolen, or destroyed, and YMCA hereby releases City from any responsibility therefore. If the Facility or any other building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, YMCA shall within ninety (90) days from the date of the damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed Facility and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Facility to substantially the condition it was in before the casualty. But if beginning or completing this work is
prevented or delayed by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond the YMCA’s control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay. In lieu of reconstructing the Facility, the parties can mutually agree to declare this Agreement terminated.

ARTICLE 11. INDEMNIFICATION

11.01 Liability of City. CITY IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES (OR ANY PART OF THEM), OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE, IMPROVEMENT, EQUIPMENT, OR FACILITY ON THE PREMISES (EXCEPT AS RELATED TO THE CITY’S REPAIR AND MAINTENANCE OBLIGATIONS DESCRIBED IN SECTION 10.01 ABOVE) OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF YMCA, OR OF ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON THE PREMISES, OR BROUGHT ABOUT BY YMCA’S FAILURE TO MAINTAIN THE PREMISES IN SAFE CONDITION.

11.02 INDEMNIFICATION. YMCA AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (I) YMCA’S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF YMCA, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO CONSTRUCTION OF A FACILITY OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH YMCA AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.03 Notification. YMCA agrees to notify City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages on the Premises. YMCA agrees to make its officers, agents, and employees available to the City, at all reasonable times for any statements and case preparation necessary for the
defense of any claims or litigation for which the City may be responsible hereunder. YMCA shall place language in its contract with contractors that contractors shall notify the City as required by YMCA in this subsection.

11.04 Waiver of Immunity. Nothing in this Agreement shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by City or YMCA as to any claim of any third party.

11.05 Cause of Action. Nothing in this Agreement shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

ARTICLE 12. DEFAULT AND REMEDIES

12.01 Event of Default. The following shall be deemed events of default by YMCA under this Agreement:

a. YMCA fails to use the Premises for conducting and operating the Facility for the purpose of offering, conducting and operating non faith-based recreation, wellness, and youth and family programs and related activities, consistent with other YMCA facilities;

b. YMCA makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;

c. YMCA vacates any substantial portion of the Premises for a period of longer than thirty (30) days, unless YMCA can demonstrate to the reasonable satisfaction of the City that all reasonable efforts are being made by YMCA to occupy said Premises or

d. YMCA fails to comply with any other term, provision or covenant of this Agreement that is material.

e. YMCA fails to provide services in accordance with the requirements of the Services Plan.

12.02 Curing a Default.

(i) If an event of default occurs, the City shall give written notice that describes the default in reasonable detail to the YMCA. The YMCA must commence curing such default within fourteen (14) calendar days after the time it receives the notice from the City, and then complete the cure within ninety (90) days thereafter.

(ii) If the YMCA does not substantially complete the cure within the stated time in (i) of this section, the City may terminate this Agreement by giving
written notice of the termination; provided, however, if the default is not reasonably susceptible to cure within the stated time, the City will not exercise its right to terminate this Agreement so long as the YMCA has commenced to cure the default within the required time and diligently completes the cure within a reasonable time without unreasonable cessation of the work to complete the cure.

12.03 Other Remedies. Any termination of this Agreement as provided in this article will not relieve YMCA from paying any sum or sums due and payable to City under this Agreement at the time of termination, or any claim for damages then or previously accruing against YMCA under this Agreement. Any such termination will not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from YMCA for any default under the Agreement. All City’s rights, options, and remedies under this Agreement will be construed to be cumulative, and not one of them is exclusive of the other. City may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement.

ARTICLE 13. RECORDS

13.01 Provision of Records. On a monthly basis, or at such intervals as may be requested, the YMCA shall provide the City digital copies of current Facility membership in the form of electronic statistics, e.g. itemized by zip code, family unit or as reasonably specified by the City, as well as financial, operational and maintenance information related to the Facility and all other information reasonably deemed necessary by the City and the YMCA.

13.02 Open Records. YMCA acknowledges that City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this agreement, and documents related to this agreement, which are in City’s possession, or to which City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document.

13.03 Notice of complaints or violation reports. The YMCA shall promptly notify the City of any complaints or reports of violations of the law that have occurred at the Facility and that are significant in nature and that have a material effect on the operations of the Facility.
ARTICLE 14. NOTICES

14.01 Notices. Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they may hereafter specify by written notice so given.

    a. If to City: City Manager
       City of Austin
       City Hall
       301 W. 2nd, 3rd Floor
       Austin, Texas 78701

    b. If to YMCA: 1402 E. Cesar Chavez
       Austin, Texas 78702
       Attn: President/CEO

ARTICLE 15. GENERAL PROVISIONS

15.01 Right of Entry and Inspection. YMCA must permit City or its agents, representatives, or employees to enter the Premises for the purposes of inspection; determining whether YMCA is complying with this Agreement; maintaining, repairing, or altering the Premises; or any other reasonable purpose. During any inspection, City may perform any obligations that City is authorized or required to perform under the terms of this Agreement or pursuant to its governmental duties under federal state or local laws, rules or regulations.

15.02 Interpretation. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

15.03 No Third Party Rights. The provisions and conditions of this Agreement are solely for the benefit of the City and YMCA, and any lawful assign or successor of the YMCA, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

15.04 No Partnership or Joint Venture. YMCA shall operate as an independent contractor and not as an officer, agent, servant, or employee of the City. YMCA shall have the exclusive control of, and the exclusive right to, control the work designated to the YMCA to be performed under this Agreement, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, agents, servants,
contractors, subcontractors and employees. Neither City nor YMCA shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, agents, servants, contractors, subcontractors, or employees. It is understood and agreed that the City is not involved as a party to any activities that may be carried on by YMCA pursuant to this Agreement. YMCA acknowledges itself solely responsible for such activities and for all persons and property involved or used in connection with YMCA’s use of the Premises. Provided, however, that no provision of this Agreement shall operate or be construed as a waiver by either party of any immunity from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity which it has under law.

15.05 Declared Emergency. In the event of a declared City, state or federal emergency, the YMCA will immediately make the facility available for use as deemed necessary by the City in order to respond to the declared emergency. Should the declared emergency extend beyond 72 hours, the City will seek reimbursement from federal, state and/or local funding and compensate the YMCA for any lost revenue as a result of declared emergency use, to the extent funds are received from these sources.

15.06 Force Majeure. Each party to this agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. *Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent.* Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightening, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions, which affect a party’s cost, but not its ability to perform. The party invoking Force Majeure shall give timely and adequate notice to the other party of the event by facsimile transmission, telephone, or e-mail and then the party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party’s performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

15.07 Binding Covenants. Subject to the limitations contained in this Agreement, the covenants, conditions and agreements made and entered into by the parties are declared to be for the benefit of and binding upon their respective successors, representatives and assigns, if any.

15.08 Invalid Provision. It is agreed that, in the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either YMCA or City in connection with the rights and obligations contained in the valid covenants, conditions
or provisions of this agreement.

15.09 Assignment and Successors. YMCA may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any party without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, conditioned on (i) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of completing the construction and occupancy of Facility and (ii) the proposed assignee or successor has executed a written agreement with the City under which it agrees to assume all covenants and obligations of the YMCA under this Agreement, in which case such assignee or successor shall thereafter be deemed "YMCA" for all purposes under this Agreement. An attempt to assign this contract without the consent of the YMCA shall be considered an event of default.

15.10 Reciprocal Waiver of Immunity. The parties each waive their rights of charitable or governmental immunity in any action between them.

15.11 Applicable Laws. The laws of the State of Texas shall govern this license agreement and the relationship created hereby. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this agreement shall be in Travis County, Texas.

15.12 Severability of Provisions. If any of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall be construed as if such invalid, illegal, or unenforceable provision had never been in this Agreement.

15.13 Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of it governmental powers

15.14 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15.15 Sole Agreement. This Agreement constitutes the sole and only agreement of the parties respecting the operations of the Premises.
EXECUTED this the 3rd day of August, 2010.

CITY OF AUSTIN

By: Mirc A. Ott
City Manager

YMCA OF AUSTIN

By: James Finck
President/CEO

APPROVED AS TO FORM AND LEGALITY

By: Leela Fireside
Assistant City Attorney
Exhibit 2
Uses Exhibit

The YMCA shall submit to the Director on an annual basis a program and fees exhibit, in a format similar to the attached schedule, which establishes the program rates, facility fees and comprehensive programming that the YMCA shall manage or provide to the community at the Premises. The purpose of this exhibit is to develop a programming and fee schedule that the YMCA shall use in the management of the premises as mutually agreed and approved by the Director in writing for the term of the agreement. The YMCA, at a minimum, shall include in this exhibit the following community access, services or programs:

1. Cultural programming similar to that which exists at the Gus Garcia Community Center and at competitive, low or no cost to participants. These programs shall include but are not limited to:
   a. After-School Youth Programs in association with Austin Independent School District (AISD) and other adjacent schools during the academic school year
   b. Child Drop-off programs for youth eight (8) years old and above without parental supervision in designated areas, Reference the City of Austin “Kids Klub” program
   c. Youth and Teen Summer Camp Programs
   d. Teen Youth Programs, such as: “Teen Fitness Club”, “Teen Club” and Art Programs
   e. Senior citizens programs, such as: Senior Fitness, Dancing and other social events
   f. No fee use of the community lounge, meeting rooms and teen lounge
   g. Other cultural and community services that may be requested by the City and mutually agreed upon by the City and YMCA
   h. Program participation by the general public in paid programs without requiring YMCA membership

2. Within the first (1st) year of operation, the creation of a COA/YMCA North Austin Community Recreation Center Community Committee of Managers (NACOM). The purpose of the NACOM will be to provide community input to the PARKS Board and YMCA Board regarding the facility operations, programming and issues resolution affecting the operation of the facility and service to the community.
   a. Membership by citizens to the NACOM shall be made up of a majority of residents from the 78758 and 78753 Zip code areas and its operating profile and responsibilities shall be mutually developed and approved by the City and YMCA.
The Uses Exhibit shall include general programming categories, fees for both YMCA members and the general public, program schedules and any access restrictions that might impact the public’s use of the facility. The exhibit, fees and programming, may be revised as necessary to reflect seasonal adjustments or changes in community preferences and exercise or sports trends. However, any additions, deletions or revisions to the approved exhibit from the prior year that constitutes at least a fifty percent (50%) change in the total approved programming, in other words, if more than half of the programming or fees change, the revision(s) shall require the written approval of the Director. Additionally, the YMCA may provide a range of fees for programs that are available to various age or use groups and that require such a fee range. Any change to the daily access fees in excess of five percent (5%) for non-YMCA members must be approved by the Director regardless of other exhibit revisions.

YMCA shall clearly identify fees for the general public in the common area of the premises in a form acceptable to the City as approved by the Director.
### Proposed Typical Monthly Program Fees

<table>
<thead>
<tr>
<th>Program Description</th>
<th>YMCA Members</th>
<th>General Public</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Access Fee with Pool Access: Children</td>
<td>Included 2.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Access Fee with Pool Access: Adults</td>
<td>Included 6.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Watch</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Special events, may be fee based</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Monthly Health Screenings</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Aqua Fitness</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>FitStart session</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Group Aerobics</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Pilates</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Women on Weights</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Yoga</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Hip Hop Aerobics</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Tone and Tighten</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Ate Black</td>
<td>Included</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td>Middle School Muscle</td>
<td>Included</td>
<td>40.00</td>
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<tr>
<td>R.A.T.I. (2-4 Adolescents Safety Training)</td>
<td>5.00</td>
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<tr>
<td>Jalpa Aerobics</td>
<td>18.00</td>
<td>40.00</td>
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</tr>
<tr>
<td>Tai Chi</td>
<td>Free</td>
<td>20.00</td>
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<tr>
<td>Women's Self Defense</td>
<td>10.00</td>
<td>40.00</td>
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<tr>
<td>Latin Kick Boxing</td>
<td>10.00</td>
<td>40.00</td>
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</tr>
<tr>
<td>Taekwondo</td>
<td>15.00</td>
<td>40.00</td>
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<tr>
<td>Personal Training (Per Hour)</td>
<td>45.00</td>
<td>45.00</td>
<td></td>
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<tr>
<td>English for Latinos</td>
<td>10.00</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>Spanish for Latinos</td>
<td>10.00</td>
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<td></td>
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<tr>
<td>Swim Classes, Baby-Adult</td>
<td>20.00</td>
<td>50.00</td>
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<tr>
<td>Full Day VIP Summer Camp</td>
<td>150.00</td>
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<tr>
<td>Youth Sports Classes</td>
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<td></td>
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<tr>
<td>Kinder Basketball</td>
<td>10.00</td>
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<tr>
<td>Youth 3-on-3 Soccer</td>
<td>10.00</td>
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<tr>
<td>Dancing Queens</td>
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<tr>
<td>Kinder Soccer</td>
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<tr>
<td>Spartans</td>
<td>Included</td>
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</tr>
<tr>
<td>Dodgeball</td>
<td>20.00</td>
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<tr>
<td>Poquito Picassos</td>
<td>15.00</td>
<td>30.00</td>
<td></td>
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<tr>
<td>College and Clay</td>
<td>15.00</td>
<td>30.00</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. Sources: YMCA of Austin
2. Access to room rates controlled by scheduled use (programs) and age
3. Requires YMCA membership or paid program enrollment

---

### Proposed Monthly Membership Fees

<table>
<thead>
<tr>
<th>Annual Household Income</th>
<th>Single Adult</th>
<th>Couple</th>
<th>One Adult Family</th>
<th>Family</th>
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<tbody>
<tr>
<td>$ 65,000 - $ 85,000</td>
<td>$ 16.00</td>
<td>$ 26.00</td>
<td>$ 12.00</td>
<td>$ 18.00</td>
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<tr>
<td>$ 45,000 - $ 65,000</td>
<td>$ 12.00</td>
<td>$ 22.00</td>
<td>$ 10.00</td>
<td>$ 14.00</td>
</tr>
<tr>
<td>$ 25,000 - $ 45,000</td>
<td>$ 10.00</td>
<td>$ 20.00</td>
<td>$ 8.00</td>
<td>$ 12.00</td>
</tr>
<tr>
<td>$ 20,000 - $ 25,000</td>
<td>$ 10.00</td>
<td>$ 18.00</td>
<td>$ 8.00</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>$ 15,000 - $ 20,000</td>
<td>$ 9.00</td>
<td>$ 16.00</td>
<td>$ 7.00</td>
<td>$ 9.00</td>
</tr>
<tr>
<td>$ 10,000 - $ 15,000</td>
<td>$ 9.00</td>
<td>$ 16.00</td>
<td>$ 7.00</td>
<td>$ 8.00</td>
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<tr>
<td>$ 5,000 - $ 10,000</td>
<td>$ 9.00</td>
<td>$ 16.00</td>
<td>$ 7.00</td>
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</tr>
<tr>
<td>$ 0 - $ 5,000</td>
<td>$ 9.00</td>
<td>$ 16.00</td>
<td>$ 7.00</td>
<td>$ 8.00</td>
</tr>
</tbody>
</table>

Monthly Fee: $ 48.00
EXHIBIT D

Insurance and Bond Requirements

A. General Requirements

YMCA shall forward certificates of insurance with the endorsements required below to the City as verification of coverage within 5 calendar days after the date this Agreement is executed (unless provided otherwise below), EXCEPT that YMCA shall have in place a policy of commercial general liability insurance meeting the requirements of the Joint Operations Agreement during the entire term set forth in the Joint Operations Agreement.

YMCA’s facilities are insured on the City’s property insurance policy. YMCA shall contact the City’s Risk Management Division for scheduling and other information related to the required use of Factory Mutual Insurance Company’s plan review services for the construction of any Improvements to be made pursuant to the Agreement. Contact must be made no later than when the design drawings are 50% complete.

YMCA shall not commence work on the Project until the required insurance is obtained by the CM-R and has been reviewed by the City. Approval of insurance by the City does not relieve or decrease the liability of YMCA hereunder and is not a limitation of liability on the part of YMCA.

YMCA must submit certificates of insurance for all contractors and/or subcontractors to the City prior to the commencement of work on the Improvements to be made pursuant to the Agreement and for all A/B and other professionals prior to the commencement of work under their respective agreements.

YMCA’s, and all engineers/architects and Project Management consultants (professionals), contractor’s, and subcontractor’s insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better or otherwise be approved by the City. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of insurance must contain the following information:

Attn: City Project Manager Public Works
City of Austin
P. O. Box 1088
Austin, Texas 78767-1088

The “other” insurance clause must not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Exhibit, covering both the City and YMCA, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Exhibit, YMCA, the CM-R, or other professionals, contractors, and subcontractors of YMCA must carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.
The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties hereto or the underwriter on any such policies.

YMCA shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement (Term) without providing a substantially equivalent policy of insurance or coverage in replacement thereof.

The Professionals, and any contractor, or subcontractor responsible for maintaining insurance pursuant to this Agreement shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

The City may review the insurance requirements set forth in this Exhibit to the Agreement during the period of construction and until Final Completion plus the period for all construction warranty work and may make reasonable adjustments to insurance coverages, limits, and exclusions when reasonably deemed necessary and prudent by the City based upon applicable changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company(ies), YMCA, professionals, contractors, or subcontractors.

The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of YMCA, the professionals, contractors or subcontractors of YMCA.

B. Specific Requirements

**Worker’s Compensation and Employers’ Liability Insurance.** Coverage must be consistent with statutory benefits outlined in the Texas Worker’s Compensation Act (Section 401). The minimum policy limits for Employer’s Liability are $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee.

(a) YMCA’s, its professionals’, contractors’, and subcontractors’ policy shall apply to the State of Texas and include these endorsements in favor of the City:

(i) Waiver of Subrogation, Form WC 420304, or equivalent coverage.

(ii) Thirty days Notice of Cancellation, Form WC 420601, or equivalent coverage.

**Commercial General Liability Insurance.** If not previously provided under the Joint Operations Agreement by YMCA for itself, YMCA, any professionals, including the A/E team, the CM-IR and other contractors shall provide the minimum bodily injury and property damage per occurrence are $1,000,000 for coverages A and B.

(a) The policy must contain the following provisions:
(i) Blanket contractual liability coverage for liability assumed under this Agreement and all contracts related to this Project.

(ii) Independent contractor’s coverage.

(iii) Products/completed operations liability for the duration of the warranty period.

(b) The policy must also include these endorsements in favor of the City:

(i) Waiver of Subrogation, endorsement CG 2404, or equivalent coverage.

(ii) Thirty days notice of cancellation, endorsement CG 0205, or equivalent coverage.

(iii) The City listed as an additional insured, endorsement CG 2010, or equivalent coverage.

Business Automobile Liability Insurance. YMCA, its professionals, contractors, and subcontractors shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage.

(a) The policy must include these endorsements in favor of the City:

(i) Waiver of subrogation, endorsement TE 2046A. or equivalent coverage

(ii) Thirty days notice of cancellation, endorsement TE 0202A. or equivalent coverage

(iii) The City listed as an additional insured, endorsement TE 9901B. or equivalent coverage

If these specific endorsements are not available, evidence of equivalent coverage shall be provided to the City. If neither the endorsement or equivalent coverage is available, a written statement to that effect from the carriers underwriter shall be provided to the City for approval. Acceptance of the statement shall not be reasonably withheld by the City.

Property Insurance. Property insurance shall be maintained by YMCA as required in the Joint Operations Agreement.

Builders Risk Insurance. During the construction of the Improvements to be completed pursuant to the Agreement, or any subsequent construction or repair of the Improvements, YMCA shall require its contractor to maintain an all risk builders risk insurance policy in the amount of the construction contract or CM-R contract, as the case may be. The policy must name the City as loss payee as its interest may appear.
Hazardous Material Insurance. For work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

(a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of $1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of $1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined as asbestos, and must provide “occurrence” coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of YMCA and the City.

(b) Any contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a $1,000,000 limit. The terms “conveyance” and “bulk” are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(c) The contractor shall submit complete copies of the policy providing pollution liability coverage to YMCA and the City.

Professional Liability Insurance. In addition to the workers compensation, business auto liability and commercial general liability coverage requirements above, all contractors providing professional services shall provide Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the YMCA and the City. The minimum limit of liability for this coverage shall be $1,000,000.

Performance and Payment Bonds. YMCA shall require its general contractor or CM-R, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Improvements, to furnish and deliver to the City, legally issued surety bonds in a form approved by the City and in compliance with the Texas Property Code, with the City
and YMCA named as co-obligees. The furnishing and delivery of such bonds within the periods mentioned is a condition precedent to the commencement of the construction of the Improvements and, upon the failure of the CM-R to so furnish and deliver all of the same in form, tenor and execution and with sureties reasonably satisfactory to the City, no rights obtain thereunder to the CM-R, no construction of the Improvements being completed pursuant to the Agreement may commence or continue and, if construction has commenced without compliance with the requirements of this paragraph, all construction activities must immediately be suspended and YMCA will be in material default under the Agreement.

**Payment Bond.** YMCA shall require the CM-R to provide a payment surety bond legally issued, meeting the approval of the City, in an amount not less than 100% of the total contract price of the construction costs of the Improvements, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

**Performance Bond.** YMCA shall require the CM-R to provide a performance surety bond legally issued, meeting the approval of the City, in an amount not less than 100% of the total contract price of the construction costs of the Improvements, conditioned upon the prompt, full and complete performance by the CM-R of these covenants and agreements contained in the contract documents.

Nothing in this Exhibit is intended to overlap or be duplicative of the insurance currently carried by YMCA.
Please include the email and attachment for Tab #9. Yes it will be added later 😊

Derwick L. Paige  
Assistant City Manager  
City of Winston Salem  
PO Box 2511  
Winston-Salem, NC 27102  
(336)747-7473

From: Lisa Kiser  
Sent: Monday, October 10, 2016 9:23 AM  
To: Derwick Paige  
Subject: Special Populations programming

Derwick:
Attached is a list of programs provided by the staff at Special Populations Unit. These programs are currently offered in the community at different recreation centers or partnering agencies. If acquired, most of these programs would be able to be held at the WLYMCA location.

I hope this is helpful for committee meeting this afternoon.

Thank you.

Lisa Kiser, MPA  
District Supervisor  
Winston-Salem Recreation & Parks  
336-734-1211 (Office)  
336-661-5218 (Mobile)
Special Populations Programs

Blind Bowling:
Sat. 10 a.m., Creekside Lanes

Chair Yoga:
Mind, body and spirit strengthening class for individuals with and without disabilities. Come and experience ways to decrease stress, improve relaxation and learn about the practice of Yoga. We meet every Fri. 10 – 11 a.m. at Little Creek Rec. Ctr.

Beginner Computer Class:
Targeting beginning computing, Internet, and social media. Mon.-Thur. 10 a.m. – noon; Black Phillips Smith Government Center; contact 336-727-2315.

FIT (Feeling In Tune):
Feeling In Tune is a special exercise program designed to help seniors in Winston-Salem, Forsyth County stay healthy. WSTV Digital Media, Time Warner Cable Channel 13 or 74.3 and AT&T UVERSE channel 99.9, 9 a.m. and 2 p.m., MW/F.

Hang Time:
A social group that works on different social skills, play games, enjoys each other's company and plans various outings throughout the year. Meets on Wed. from 10 a.m. – noon at Miller Park Rec. Ctr.

Helping Hands:
Leisure education class for adults with disabilities engaging in sensory activities, crafts and games. We meet every Wed. from 1 – 2 p.m. at Rupert Bell Rec. Ctr.

Homebody Crafts:
Inclusive crafting with a monthly theme. Meets every Thur., 1 – 3 p.m. at Miller Park Rec. Ctr. Client & worker participation must be no greater than 2-1.

Outta Sight Support Group:
1st/3rd Thur., 10 a.m., Polo Park Community Ctr.
Call 336-727-2320 for details.

Sittercise:
A time to move, groove and engage in physical exercise for persons with disabilities. Come join us every Mon., 1 – 2 p.m. at Sprague St. Rec. Ctr.

S&P Social Club:
S&P Social Club Social group that meets every 2nd and 4th Tue. (2nd Tue. is an outing in the community), from 11 a.m. – 12:30 p.m. at Hanes Hosiery Community Ctr.
Senior Bingo:
Calling all seniors to play some BINGO. 10 a.m., Tue., Brown & Douglas Neighborhood Ctr.

The ViBE:
Music Therapy for persons with physical and intellectual disabilities. Individuals will create poetry to music, sing and dance as well as be exposed to different forms of music and art. In a social group setting, participants will get a chance to be imaginative and experience freedom of expressions while being stimulated physically & mentally.

Community Reintegration:
Persons with disabilities are referred to this one-on-one program of re-entry to recreational and leisure activity.

US - Unique Seniors:
Sittercise and recreational activities for adults with intellectual disabilities. Meets on Thursdays at 10 a.m. – noon at Carl Russell Ctr., Carver School Road.

Special Olympics

Special Olympics Forsyth County serves more than 1,600 youth and adults with intellectual disabilities in athletic competition to increase and maintain physical fitness and social involvement.

Athletes compete in bowling, swimming, basketball, softball, track and field, bocce, golf, rollerskating, soccer, alpine skiing, floor hockey, volleyball and equestrian events. Spring Games in track and field are held in April. It will now take place at Walkertown High School with invitational tournaments in the other sports held throughout the year. Eligible athletes go on to compete at the state level.

2016–17 Fall/Winter Sports Training Calendar

- Alpine Skiing: Dec. 11 Sun., 10 a.m. – 4 p.m. Boone, NC
- 5-on-5 Basketball: Jan. 7 – Mar. 4 Sat., 10 a.m. – noon Miller Park Center
- 3-on-3 Basketball: Sept. 10 – Oct. 29 Sat., 9:30 a.m. – noon Miller Park Center
- Basketball Skills: Sept. 10 – Oct. 29 Sat., 10:45 a.m. – noon Miller Park Center
- Bocce: Sept. 9 – Oct. 28 Fri., 5:30 – 7 p.m. Miller Park Courts
- Bowling: Jan. 21 – Mar. 25 Sat. 1 – 3 p.m. Creekside Lanes
- Cheerleading: Jan. 7 – May. 27 Sat. 10:30 a.m.– noon TBD
- Equestrian: Oct. 11 – Nov. 21 Mon./Tue. 6 p.m. Lazy Bee Farm
- Golf Skills: Sept. 6 – Nov. 1 Tue. 5 – 6:30 p.m. Winston Lake Golf Course
- Golf (Alt-Shot): Sept. 6 – Nov. 1 Tue. 5 – 6:30 p.m. Winston Lake Golf Course
- Roller Skating Aug. 25 – Nov. 3 Thur. 4:30 – 5:30 p.m. Skate Land USA (Clemmons)
• Soccer: Sept. 6 – Nov. 1 Tue. 5:15 – 6:30 p.m. Winston-Salem State Practice Field
• Tennis Sept. 10 – Oct. 29 Sat. 9 – 11 a.m. Fourth of July Park Kernersville
• Tennis Sept. 8 – Nov. 3 Thur. 4 – 5 p.m. Central Park

Senior Programming

Piedmont Plus Senior Games and SilverArts

Piedmont Plus Fall Senior Games

Grand Games

Community Band

Senior Presentations
(Scams, Medicare, Nutrition, Living Longer/Living Smarter, Trip hazards to watch for at home)

Weekly Bocce League

Cornhole League

Shuffleboard League

Senior Bingo

Outdoor Senior Pickleball

Horseshoe Tournaments

Senior IDs

Chapter Chat

Pensters
The City of Winston-Salem has had a federal lobbying contract since January 2005 when Council authorized entering into a joint agreement with The Ferguson Group, a consulting firm based out of Washington, D.C. that specializes in assisting local governments in obtaining federal funding for priority projects. This original agreement was between the Chamber of Commerce, Forsyth County and the City. In 2014, the contract switched from The Ferguson Group to Strategics; however, Ms. Leslie Mozingo has been the City’s primary contact over the entire period. With her assistance, the City has received nearly $30 million in direct federal assistance as well as additional legislative support during this period.

To ensure that the City is receiving the best possible value for its investment, it was suggested that staff solicit proposals from other federal lobbying firms to be able to evaluate the services provided by Strategics.

Proposals were recently solicited nationally for federal lobbying firms. In response to this solicitation, the following information is attached:

1. A copy of proposals were received from four lobbying firms - McGuireWoods Consulting (MWC), Pillsbury, Strategics, and The Ferguson Group (TFG). Staff from the City Manager’s Office and City Attorney’s Office has reviewed and rated each of these proposals.
2. Staff’s combined ratings with the rating criteria.
3. A summary comparison of some of the key elements of each proposal.
4. Request for Proposals.

Based upon direction provided by Finance and Community Development/Housing/General Government Committees an item can be prepared for Council’s consideration.

Derwick L. Paige
Federal Legislative and Lobbying Consulting Services

PRESENTED TO:
City of Winston-Salem
Jerry Bates, Purchasing Director

City-County Purchasing Department, City Hall Suite 324
101 North Main Street
Winston-Salem, NC 27102

PRESENTED BY:
Jessica Monahan
Vice President
McGuireWoods Consulting LLC
2001 K Street N.W.
Suite 400
Washington, D.C.
202.857.2915 (Direct)
jmonahan@mwcllc.com

October 14, 2016
Federal Legislative and Lobbying Consulting Services

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

McGuireWoods Consulting
Firm Name

Laurence Lilley
Authorized Signature (Notarized)

October 14, 2016
Date

2001 K Street, N.W.
Street Address (P.O. Box)

54-1877942
Federal Identification No.

Washington, D.C. 20006
City, State and Zip Code

(202) 857-2924
Telephone Number

llilley@mwwcllc.com
Email Address

On this 14 day of October, 2016 before me Ann Thomas, (name) to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by McGuireWoods Consulting (Company name) to execute the proposal and did so on his/her free act and deed.

Notary Public Ann Thomas My commission expires

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We ( ) are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We ( ) are a minority business enterprise.

( ) are not a minority business enterprise.

If yes, please identify in the appropriate box below:

( ) Black
( ) Hispanic
( ) Asian American including Indian Subcontinent and Pacific Islands
( ) Native American Indian including Eskimos and Aleuts

We ( ) are a woman-owned business concern.

( ) are not a woman-owned business concern
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By completing this section, the bidder is certifying that he fully understands the standards and requirements set forth in this request.

Printed Firm Name:  McGuireWoods Consulting

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED, IS ATTACHED:

(Failure to answer will presume non-compliance)

☐ Yes  ☐ No

Certified by  Laurence Lilley

Certified by

Signature
References

Bidders must submit a list of references for similarly successful projects within the last three years from three (3) current governmental agencies, including the name of the agency, contact name, telephone, fax and email address similar to those described in Section 2), Scope of Services.

The following client references are available to attest to our past work and effectiveness in achieving federal affairs solutions:

- Mike Skahill, Vice President of Government Relations, Smithfield Foods
  - Phone: (757) 365-3582
  - Fax: (757) 357-1600
  - Email: mskahill@smithfield.com

- Bruce McKay, Managing Director, Federal Affairs, Dominion Resources, Inc.
  - Phone: (202) 585-4200
  - Fax: (202) 737-3874
  - Email: bruce.c.mckay@dom.com

- Paul Kardish, Executive Vice President and General Counsel, Schneider National, Inc.
  - Phone: (920) 592-3984
  - Fax: (920) 592-3891
  - Email: KardishP@schneider.com

Introduction

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

McGuireWoods Consulting Overview

McGuireWoods Consulting (MWC) is a leader in developing innovative and strategic ways to serve clients. A full-service public affairs firm, we offer federal, state and local government relations, strategic communications, grassroots advocacy, national/multistate strategies, and infrastructure and economic
development services. Working in close partnership with our clients, we provide seamless and savvy strategies to achieve public affairs objectives and increase federal- and state-level influence, contacts and expertise.

Our more than 80 public affairs professionals are located in Washington, D.C., Virginia, Illinois, North Carolina, South Carolina, Georgia, Texas, Florida and Romania. We are proud of the recognition earned by our client work, including being named among “The Influence 50” by *The National Law Journal* in its special annual report. For the past four years, MWC has been ranked in the top 20 among the 1,900 government relations firms in Washington, D.C.

Our capacity nationally and particularly in Washington, D.C. and North Carolina puts the firm in a unique position to advance the goals of the City of Winston-Salem.

**Federal Team**

MWC’s federal public affairs team is exceptionally qualified to represent the City of Winston-Salem in Washington. The project manager for the City will be Jessica Monahan, former associate legislative director for the National Association of Counties. The core team MWC proposes for the representation of the City includes Lee Lilley, former legislative director for Congressman G.K. Butterfield (D-NC); Brian Vanderbloemen, former legislative staffer for Senator Richard Burr (R-NC); Mona Mohib, former associate director for the Office of Intergovernmental Affairs at the White House and former director of the Office of Intergovernmental Affairs at the U.S. Department of Labor; and. Additionally, the City would be able to draw upon the relationships and qualifications held by the greater MWC federal public affairs team, which includes L.F. Payne, a former member of Congress, Russ Sullivan, the former staff director of the Senate Finance Committee, and other senior staff from both the legislative and executive branches of government.
Lee Lilley
Senior Vice President, Federal Public Affairs

+1 202 857 2924
+1 202 828 2989
llilley@mwcllc.com
2001 K Street N.W.
Suite 400
Washington, DC 20006-1040

Lee is a senior vice president in the Federal Public Affairs group at McGuireWoods Consulting where he advises a diverse group of clients on a variety of issues, with special expertise in agriculture, trade, environment and energy. Lee brings nearly a decade of experience in federal policy, legislative process and national politics, including as senior staff for a member of House of Representatives leadership. He boasts a strong network throughout Capitol Hill and the Administration. Lee has extensive experience representing Fortune 500 companies, start-ups and trade associations before Congress and Executive agencies on issues including the Farm Bill, appropriations, trade cases, energy and environmental regulatory issues. He has also worked with clients to create public affairs strategies to accompany mergers and acquisitions, international investments, and facility divestments and closures.

Prior to joining McGuireWoods Consulting, Lee served as legislative director for Congressman G.K. Butterfield (D-NC), a member of House Democratic leadership and the Energy & Commerce Committee, and the current Chair of the Congressional Black Caucus. He served as the Member’s senior legislative strategist and policy advisor. He also served as a senior advisor to several successful congressional campaigns.

A native of North Carolina, Lee is a UNC--Chapel Hill honors graduate, a leader in NC Democratic Club of Washington, DC and a member of the University of North Carolina Ram’s Club. He lives with his wife in Washington, D.C., where he is currently studying to obtain his private pilot's license.

EDUCATION
• The University of North Carolina at Chapel Hill, BA, 2006

EVENTS
• Guest Lecturer, University of North Carolina School of Public Policy, 2014
• Presenter, West Virginia Oil & Natural Gas Association Meeting, Fall 2012
• Panelist, McGuireWoods Annual Washington Energy Symposium, 2009

AFFILIATIONS
• Member, North Carolina Democratic Club, Washington, DC
• Member, North Carolina Society of Washington
Brian joined McGuireWoods Consulting in June 2010 and serves as a senior vice president of federal public affairs. Brian specializes in energy related matters, and represents clients dealing with legislative and administrative agency matters.

Prior to joining the firm, Brian served as Duke Energy’s director of federal government affairs. In that capacity he worked with members of Congress and their staff on a daily basis and was responsible for legislative matters related to nuclear energy policy, energy efficiency, electric transmission, coal supply chain issues, electric transportation, economic recovery efforts and financial regulatory reform. Brian has also represented clients on financial services, transportation and agricultural issues.

Brian previously worked as the government relations manager for Edison Electric Institute, a trade association. He also worked on Capitol Hill serving as legislative assistant to Senator Richard Burr (R-NC) where he was responsible for all policy matters related to energy and the environment, transportation, telecommunications, and energy and water appropriations during Burr’s tenures in both the House of Representatives and the Senate.

EDUCATION
• Wake Forest University, BA, History, 1995

EVENTS
• Panelist, "Made in North Carolina," North Carolina Chamber Summit on Manufacturing, June 29, 2012
• Moderator, "Congressional Staff Roundtable Latest Legislative Developments," McGuireWoods and American Coal Council’s Coal Industry Briefing, October 20, 2011
• Panelist, 9th Annual McGuireWoods and McGuireWoods Consulting and American Coal Council Coal Briefing, September 29, 2010
Senior Vice President Johnny L. Tillett joined the firms’ Raleigh, North Carolina office in 2007. He serves in the State Government Relations group and focuses on energy and utilities, healthcare, environmental interests, transportation and education.

Johnny was the principal of his own lobbying practice in Raleigh before joining McGuireWoods Consulting. Although his practice was only two years old, he quickly became a key player in the state’s legislative circles amassing a strong and diverse client base. He has expertise representing clients at the Legislature and before state agencies, boards and commissions. Prior to opening his lobbying business, Johnny served in key positions within Dare County government and the North Carolina Department of Juvenile Justice.

He has been recognized during his government relations career as one of the top lobbyists at the North Carolina General Assembly. He is ranked as the 9th Most Influential Lobbyist of the 2013-2014 Legislative Session by the North Carolina Center for Public Policy Research in its annual survey of lobbyists, legislators and Capital Press Corp members.

Johnny’s professional development activities include the National Conference of State Legislatures National Conference, American Legislative Exchange Council National Conference, Southern Legislative Conference and the Congressional Black Caucus Annual Legislative Conference, and North Carolina Recreation and Parks Association Annual State Conference.

From 1996 to 2005, he earned his criminal justice certification.

EDUCATION
- Wingate University, BS, Parks and Recreation, 1984

AFFILIATIONS
- Board Member, North Carolina Professional Lobbyist Association
- Board Member, Kraft YMCA
- Board Member, North Carolina Parks & Recreation Association
- Member, National Parks & Recreation Association
- Director, Outer Banks 4 Corners Basketball Camp
- Board Member, Roanoke Island Freedmen's Colony Preservation

Board Member, Wingate University Board of Trustees
Jessica joined the firm in June 2016 and serves as a vice president in the Federal Public Affairs group. She focuses her practice on transportation policy, funding opportunities and regulatory matters.

Prior to joining McGuireWoods Consulting, Jessica served as the Associate Legislative Director for transportation policy at the National Association of Counties where she represented the nation’s 3,069 county governments before Congress and the Administration on highway, transit, rail, port and aviation issues.

Additionally, Jessica has worked for two former U.S. senators and previously advised local governments, transportation authorities, universities and private companies on a wide variety of political and federal public affairs issues.

Jessica is a native of Minneapolis, Minnesota and earned a B.A. in political science from the University of Wisconsin in 2008. She currently resides in Alexandria, Virginia with her husband and their two dogs.

**EDUCATION**
- University of Wisconsin, BA, 2008
Mona is a vice president in the Federal Public Affairs Group at McGuireWoods Consulting where she advises clients on a variety of issues and maintains many contacts on Capitol Hill and throughout the Administration. She is also a member of the firm’s national practice where she serves as a primary liaison with Democratic state and local elected officials across the country.

Mona was previously the director of policy and communications at the Democratic Governors Association.

Mona is a former member of the Obama/Biden Transition Team for the U.S. Department of Labor. She also served in the Clinton/Gore Administration where she was associate director for the Office of Intergovernmental Affairs at the White House and was director of the Office of Intergovernmental Affairs at the U.S. Department of Labor under Secretary Alexis Herman.

Mona has more than 15 years of campaign and political experience. She has been involved in the 1996, 2000, 2004 and 2008 presidential campaigns. During the 2006 election cycle, she served as an advisor to Pennsylvania Governor Edward G. Rendell’s re-election campaign and as Policy Director to Dan Malloy’s campaign for Governor of Connecticut. In 2002, she was political director for former Vice President Al Gore’s political action committee Leadership ’02. There she developed political strategies for the former vice president to support Democratic candidates nationally.

Mona is on the Board of Directors of the Asian American Action Fund, a political organization dedicated to empowering Asian Americans and Pacific Islanders across the country. She also served as a member of the Democratic National Committee from 2001-2009 during which time she was Vice-Chair of the Asian Pacific Islander Caucus. She continues to serve as a surrogate speaker on behalf of the Democratic party.

Mona is a native of Stamford, Connecticut.

**EDUCATION**

- Harvard University John F. Kennedy School of Government, MPA, 2006
- Wellesley College, BA, Political Science, cum laude, 1992

**AFFILIATIONS**

- Board Member, Asian American Action Fund
- Former Member, Democratic National Committee

Prior to joining MWC, Amanda served as a legislative intern for Rep. Dan Lipinski, (IL-D) in both the Capitol Hill and district offices. In that capacity she was responsible for researching and writing legislative summaries in many policy areas and responding to constituent service requests and correspondence. She has also served as an intern for the Obama '08 Presidential Campaign and the Consulate General of Mexico in Chicago, IL.

Amanda graduated from the College of William and Mary where she earned her bachelor’s degree in international relations.

**EDUCATION**

- The College of William & Mary, BA, International Relations, 2011
Experience

Describe the experience of the firm in the last thirty six (36) months in performing consulting services in similar size and scope.

MWC has extensive experience performing the legislative and lobbying consulting services requested by the City of Winston-Salem. We have identified several examples of recent representations that align closely with the City’s desired scope of services.

Example 1

MWC has experience serving as the primary, and in many cases “sole,” Washington consulting firm for clients as diverse as energy technology start-ups to multinational corporations. One of the clients that we represent on a range of federal government affairs issues is an international food company with $14 billion in annual revenue. Despite the size of this company and its broad exposure to federal regulatory concerns, they do not operate an in-house government relations operation, and instead rely upon us to function as their de facto company representative.

Our client has operations in 26 states, and we maintain relationships with the members of each of those state congressional delegations, in addition to extensive relationships throughout the key committees of interest for the client. These include: House Ways and Means, Appropriations, Energy and Commerce, and Agriculture Committees; and the Senate Finance, Appropriations, Commerce, Environment and Public Works, and Agriculture Committees.

Our work with this client requires flexibility and collaboration. We have proven track record of getting results that enhance their business position.

Example 2

Another example of our recent client representation includes our work for one of the nation’s largest providers of truckload, intermodal and logistics services. As a newer client to the firm, MWC has helped the company develop legislative and regulatory priorities, implement targeted strategies to achieve federal advocacy goals and navigate the ever evolving nature of Washington politics and policy processes.

Specifically, our work for this client has included:

- Engaging congressional leadership, key committees and regulatory agencies that have jurisdiction over the company’s industry;
- Collaborating with industry partners on shared policy priorities through coalition building, information sharing and joint advocacy efforts;
- Representing the client through trade association memberships and participation;
- Developing briefing materials for congressional members and their staffs;
• Scheduling, coordinating and participating in meetings for company executives with congressional leadership and federal agency officials;
• Providing proactive and reactive federal advocacy advice;
• Continuously monitoring all existing, proposed and anticipated federal legislation, regulatory action and programs that may directly or indirectly impact the client’s business and industry; and
• Creating a quarterly newsletter for the company’s executives that summarizes recent, current and future developments in Washington related to the client’s federal priorities and industry as a whole.

The services provided to this client, like all our clients, has been tailored to meet the company’s needs and expectations. These types of services are exemplary of the type of work that could be provided to the City of Winston-Salem.

Example 3
One of our defining traits is the collaborative nature of our team at MWC across practice areas and geographies. A recent example of this type of collaboration is our work on behalf of long-time client, Dominion Resources. Dominion is in the process of planning, siting, permitting and ultimately constructing a $5 billion natural gas pipeline from West Virginia through Virginia into Eastern North Carolina. A project of this magnitude and scope requires extensive public affairs engagement and government relations to succeed. Our MWC Federal and Advocacy teams are working with Dominion to conduct regular and effective outreach with federal authorities and policy makers as well as local county, municipal and community leaders to build a curtain of support for this project as it progresses through the arduous permitting process. Dominion rightly recognized that to be successful that they would need both traditional political support at the federal level as well as organized supporters on the ground along the pipeline route. MWC has worked seamlessly across practice groups to assist our client in building the kind of campaign that makes once-in-a-generation infrastructure investment like this a reality.

Example 4
Last December, MWC helped secure landmark legislation that for the first time establishes a special fund that will be used to compensate American victims of terrorism. Our team represented the East African Embassy employees and their families who suffered great tragedy after the bombings in Tanzania and Kenya back in 1998. By building a strong Congressional coalition to educate high level Obama Administration officials within the Department of Justice, White House and Department of State, our team helped dissolve a political stalemate that prevented hardworking U.S. government employees or their families from receiving compensation for injuries or deaths resulting from terrorism.

In addition to our clients, other groups that would be eligible to participate in the Fund include the Teheran Hostages (1979-1980), the Marines killed in the Beirut, Lebanon bombings (1983) and the victims of Khobar Towers in Saudi Arabia (1996). Prior to the enactment of the legislation, U.S. law authorized American victims of terror to secure judgments against terrorist states and groups that perpetrate such acts. However, there was no mechanism to satisfy those judgments, so most American
victims were never compensated even after waiting decades. The new law establishes a fund with an initial contribution of $1 billion to begin compensating American victims with court judgments. With awards expected to be delivered to victims as early as January 2017, the Fund will be replenished from fines and forfeitures collected from entities that violate US economic sanctions against terrorist countries and will not use any taxpayer funds.

Additional Examples
In addition to the recent examples of our work provided above, MWC has a long history of representing state and local governments and public authorities. Specifically, MWC has a proven record of successfully assisting many public sector clients including, but not limited to, the Cities of Richmond, Norfolk, Alexandria and Lynchburg, Virginia; the City of Rockford, Illinois; DuPage County, Illinois; and the City of Austin, Texas; as well as the Chesterfield County Economic Development Authority and the DuPage County Health Department.

Areas of Expertise

Specify the firm’s particular area of expertise and how those strengths will benefit the City of Winston-Salem.

MWC has a wide variety of strengths and expertise that will benefit the City of Winston-Salem. MWC’s experience comes from serving in the halls of Congress and in the Executive Branch. Led by former U.S. Rep. L.F. Payne, the federal team draws on its Capitol Hill and Executive Branch relationships, policy expertise and strategic understanding of process to help clients on matters ranging from appropriations and legislation to regulatory matters and executive agency decisions.

The federal team works closely with our strategic communications, grassroots and grasstops mobilization and state government relations teams – including our North Carolina state public affairs team in Raleigh, North Carolina – to meet client goals. MWC helps clients identify where federal action or legislation could advance or harm their interests and then deploys that versatile team to achieve the result that best serve our clients’ goals.

MWC has strong contacts with the White House, in regulatory agencies and on both sides of the aisle on Capitol Hill. Our federal team is adept at getting legislation passed or preventing its passage, effectively championing regulatory changes and providing representation to ensure fair treatment before federal agencies. The federal team combines its relationships and understanding of process with substantive expertise in federal funding, tax, transportation, economic development, affordable housing, energy, environmental mitigation, homeland security and infrastructure improvements.

While our extensive expertise in a wide variety of policy areas will allow us to meet the City’s federal legislative and lobbying service needs, MWC has a number of premier capabilities and experiences that set apart our proposed approach to representing the City of Winston-Salem.
North Carolina Federal Government Relations

MWC’s professionals have thorough relationships throughout the North Carolina federal Congressional Delegation. Native North Carolinians Lee Lilley and Brian Vanderbloemen previously worked for current senior members of the delegation (Rep. G. K. Butterfield and Sen. Richard Burr, respectively). In the course of their work at MWC, both have maintained and enhanced relationships with the other 13 delegation members and their staffs, as well as the Governor’s Washington DC representative. Lee and Brian frequently represent client interests before the delegation on issues ranging from food and agriculture to energy and transportation. They have a track record of developing bipartisan solutions that leverage the collective power of the delegation to meet the needs of our clients.

Intergovernmental Approach

MWC’s national reach and understanding of the workings of local and state government differentiates us from almost every other federal shop in Washington, D.C. Our professionals have served as elected officials including as Governor and Attorney General and as senior staff at all levels of government, including at the White House Office of Intergovernmental Affairs. Being able to pull from such an array of talent allows us to optimize results for our clients. We also have a broad and diverse array of relationships and contacts with key government officials and agencies, influential former officeholders and staffers, and organizations that impact both public policy and the regulatory process.

Members of our team actively participate in the following organizations and the political groups associated with them: U.S. Conference of Mayors, National League of Cities, National Association of Counties, National Governors Association and National Conference of State Legislatures. Members of MWC team have served as staff, members or trusted advisors to many of these organizations, which can help the City leverage its involvement in these groups to further its objectives. (See “Coalition Building” below.)

Coalition Building

The professionals at MWC possess extensive experience in forging bipartisan coalitions to achieve client objectives. Virtually all of our timekeepers have held senior positions in government and politics – ranging from the White House staff to membership in the U.S. House and Senate. We have drawn on this experience in numerous client engagements to develop bipartisan coalitions.

To the City’s benefit, MWC can utilize our intergovernmental relationships to identify and unite other local governments with shared policy goals. Utilizing a collaborative approach can extend the City’s influence in Washington beyond its immediate congressional delegation, amplify advocacy efforts and increase opportunities for success.
Unique Characteristics

Specify what unique characteristics set the firm apart from others who perform the same or similar functions.

MWC is a unique organization that is able to dramatically impact both public opinion and public policy. Our team is comprised of bipartisan professionals that are active and influential at all levels of government and possess first-hand experience in government services, politics, journalism and public relations.

MWC works closely with our clients to assess and identify opportunities and challenges for meeting their public affairs goals. By utilizing a combination of government relations, strategic communications and grassroots tactics, we've developed a senior-level approach to achieve favorable results for our clients by opening doors, building reputations and shaping public policy.

In addition, we have the ability to tap the vast substantive knowledge of more than 900 McGuireWoods lawyers. This makes for a potent combination that few firms can match.

Federal Legislative Affairs

MWC brings vast experience in assisting local governments to communicate with federal policy makers on complex legislative issues in every major area, from healthcare to taxes to transportation. Our team can design a comprehensive strategy to help the City of Winston-Salem achieve its objectives. We can tell you what path your issue will travel, the key policymakers who will impact the final decision and the strongest arguments to make on behalf of the City. We can also advise as to timing and what additional assistance (federal funding, state and local lobbying) might be needed for the City to be successful.

Executive Branch and Regulatory Affairs

From the White House to the smallest federal agency, much of the power to get things done in Washington is found in the executive branch. From policy positions to regulatory changes, important decisions that can impact our clients can sometimes get mired in the federal bureaucracy, having a negative effect on their budgets and the services they provide to communities throughout the country. Our team possesses the broad range of skills, knowledge and experience that can make a difference for our clients. Our team can assist the City by identifying opportunities to pursue federal grants, representing the City’s interests before regulators and positioning the City as a leader in the eyes of the White House and the next Administration.

National/Multistate Strategies

Our National/Multistate Strategies team effectively and efficiently reaches across the country to gain support on issues affecting clients, including federal legislation, state legislation, federal or state regulatory matters, multistate litigation, corporate image or crisis situations. We also provide clients with strategic advice on building national or multistate strategies to be implemented through our nationwide
relationships and networks, networks which include Governors, Attorneys General and other state and local elected officials and staff around the country.

MWC enjoys long term relationships with the National League of Cities, U.S. Conference of Mayors, National Association of Regional Councils, Association of Metropolitan Planning Organizations and more. Using these relationships, along with our contacts within Congress and the administration, MWC will be able to increase the City’s national profile and help achieve its government relations goals, including in the City’s desire to secure federal funding for key programs and community resources.

North Carolina Practice

MWC is uniquely positioned to assist the City of Winston-Salem because of our strong presence in the state of North Carolina. With offices in both Raleigh and Charlotte, McGuireWoods has one of the most experienced teams pursuing legislative and legal solutions on behalf of our clients in the state. The MWC state public affairs team includes Johnny Tillett, who has been recognized as one of the top lobbyists at the North Carolina General Assembly. Our North Carolina team and federal team have significant experience working together to service clients at all levels of government and have grown accustomed to working issues that straddle state and federal jurisdictional lines.

Funding Assistance

Describe five (5) instances in which your firm was successful in obtaining funding or other assistance for a municipality similar in size to the City of Winston-Salem in the following areas: transportation, economic Development, affordable housing, environmental mitigation, homeland security, and infrastructure improvements.

MWC has broad experience securing funding or other assistance for local governments, providing state and federal government relations services to many municipalities across the country.

The following are examples of particular projects for which our firm has successfully delivered results for our clients:

- MWC has represented cities such as Alexandria, Richmond, Lynchburg and Galax, Virginia and Huntington and Wheeling, West Virginia on appropriations issues related to their sewer upgrade programs. We have worked with relevant appropriations committees and secured federal funding for sewer upgrades, utilizing strong contacts with state delegations, leadership and key appropriations members.

- On behalf of the City of Norfolk, Virginia and working closely with their local congressional delegation, MWC secured significant federal appropriations to address the city’s needs and priorities, including funding to upgrade road and sewer infrastructure in some of the city’s older neighborhoods and support for purchasing computer-aided dispatching equipment for police vehicles and radio equipment to allow regional cooperation between first-responders throughout Hampton Roads, Virginia.
• MWC has worked with the City of Norfolk, Virginia and the Airport Authority to craft a legislative solution on a ground lease issue with significant economic impact to the city. We succeeded within a three-month period in obtaining crucial report language in the Federal Aviation Administration (FAA) Reauthorization bill working with the House Transportation and Infrastructure Committee and Senate Commerce, Science and Transportation Committee. We also worked with the FAA to facilitate negotiations with the city and the Airport Authority on implementation of the agreement.

• MWC has significant experience on Clean Water Act compliance and water and wastewater infrastructure issues. We currently represent a broad coalition of over eighty cities with combined sewers and combined sewer overflows (CSO) which are discharges of raw, untreated sewage into nearby rivers, lakes and streams. We manage the coalition's legislative program, working directly with key members of the House Transportation and Infrastructure Committee and the Senate Environment and Public Works Committee. Most recently, we secured the introduction of legislation to codify the Environmental Protection Agency's CSO policy and provide steady authorizations for federal funding for sewer upgrades and regulatory relief pending completion of approved projects.

• MWC has advised a Northwestern state in developing a strategy to obtain a state plan amendment to its Medicaid waiver. Obtaining approval for the amendment was critical because it would permit the creation of a unique, sustainable program focusing on healthcare delivery and improved health outcomes. During our efforts, we developed and coordinated strategies for working with the Centers for Medicare and Medicaid Services and the Office of Management and Budget, presenting an integrated, consolidated effort that ultimately enabled the state to move forward with its transformational approach.

Account Manager Resume

Provide a resume of the proposed account manager and a list of other accounts he/she will be responsible for.

Jessica Monahan is the proposed account manager for the City of Winston-Salem. Jessica joined MWC in June 2016 and serves as a vice president in the Federal Public Affairs group. She focuses her practice on transportation and infrastructure policy, funding opportunities and regulatory matters. Although Jessica is a fairly recent addition to the firm, she has represented local governments on Capitol Hill and before the Administration for nearly a decade, most recently serving as Associate Legislative Director for the National Association of Counties. Jessica’s expanded biography has been included with this document.

Jessica is a team member for the firm’s representation of Schneider National, Inc. and assists with other client matters on an ad hoc basis but currently does not serve as the exclusive manager for any other accounts. Jessica’s workload and roles with other client accounts will allow her to make the City of Winston-Salem her primary responsibility.
**Federal Lobbyists**

_Provide the number of federal lobbyist, both full and part time, currently managed by the CONTRACTOR office that will be handling this account._

At this time, we anticipate five registered federal lobbyists will comprise the core team during our engagement with the City; however, should we need additional expertise on an issue that arises during the engagement, we can tap other members of our federal team at the discretion of the City. Currently, MWC employs 18 registered federal lobbyists.

**Years in Business**

_Provide the number of years in business under current ownership and in total._

McGuireWoods Consulting LLC is a wholly owned subsidiary of McGuireWoods LLP. McGuireWoods Consulting LLC was founded in January of 1998 and has been operating under our current leadership during the subsequent 18 years in business.
FIRM AND TEAM PROJECT ORGANIZATION

Bidders must submit an organization chart that shows the organizational structure of the firm and the project team to be assigned to the CITY contract. The organization chart must indicate the lines of responsibilities and reporting relationships. Bidders shall provide contact names, direct phone numbers and order of escalation to be contacted in the event of an emergency or unresolved issue.

Firm Organizational Chart

Areas of Practice

McGuireWoods Consulting, LLC
Practice Groups
Jessica Monahan will be the primary point of contact, serving as the account manager for the City of Winston-Salem. More generally, our federal group is managed by Frank Donatelli, who can be of assistance to the City in the event there are unresolved or unaddressed issues with the team we have assembled (see contact information below).

**Emergency Contact:**

Jessica Monahan  
Vice President  
Federal Public Affairs  
McGuireWoods Consulting LLC  
Email: jmonahan@mwcllc.com  
Office: (202) 857-2915  
Cell: (202) 285-9172

**Additional Contact:**

Frank Donatelli  
Executive Vice President and Director  
Federal Public Affairs  
Email: fdonatelli@mwcllc.com  
Office: (202) 857-2914  
Cell: (703) 625-7098
ACCOUNT MANAGEMENT PRACTICES

Describe your new account set-up process

MWC views working with our clients as a partnership. When we are fortunate enough to be hired by a client, there are a series of steps we take to ensure building a solid foundation to our working relationship.

Administration

On the administrative side, once both parties verbally agree on a working relationship, we will send the new client an “engagement letter” that will outline the services we will provide for the client and during what time frame. We will then ask the client to sign the engagement letter and return it to us as soon as possible. After we have received such letter, we will request from our records department a client number that will be assigned to our new client. This number is what will be used to bill all time and expenses on behalf of this client. At the beginning of each month, we will send the client a monthly invoice stating the monthly fee along with any expenses or costs that have been incurred. As a standard practice, we request payment within 30 days. If the City prefers, instead of mailing the invoice via USPS, we are able to provide an electronic bill via email.

Service

On the service side, our first step will be for our team to come to Winston-Salem and meet extensively with key representatives of the City. After these meetings, working together, we will identify key policy priority areas and lay out a strategic plan to advance the City’s interest in those areas.

Once we have worked with the City to develop a federal strategy, we would begin implementation immediately. This would include securing the support of the City’s Congressional delegation for the various priorities the City has identified. Depending on the City’s priorities, we would likely schedule a series of meetings in D.C. with various representatives from targeted federal agencies and members of the Congressional delegation. The objective would be to lay out the City’s legislative agenda to the federal stakeholders, and determine which of the City’s priorities we can move quickly and those which will require more long-term attention.

Communication

Working with the City, we will set up a communications plan that will designate a regular schedule of conference calls and communications. Typically our communications plans consist of regular monthly call and/or written reports that convey our efforts on behalf of our clients. In addition to formal and scheduled communications, we encourage our clients to consider us available at all times, engaging on a frequent, ad hoc and as-needed basis.
Describe your process for escalating client issues through your organization

As previously mentioned, Jessica Monahan will be the primary point of contact, serving as the account manager for the City of Winston-Salem. That said, she, or any of the other members of our team are empowered to bring issues to other members of the larger consulting team based on their issue expertise. MWC is very team-driven so we often involve additional colleagues from the firm who we feel may best advance the interests of our clients through their knowledge, experience and relationships. This can be done by raising issues at our regularly scheduled Federal team staff meetings or firm-wide monthly calls and by reaching out to colleagues whenever we deem necessary.

In addition, we have the ability to tap the vast substantive knowledge of more than 900 McGuireWoods lawyers located across the country, including our offices in Charlotte and Raleigh, North Carolina.

Provisions you have for supervising employees and monitoring work quality

We take pride in the capabilities and superb work product of all of our team members, regardless of title or position. That said, we recognize the need for work product review and quality control to ensure effective results. For this project, Jessica Monahan will serve as our account manager and will be responsible for daily supervision of other team members, including reviews of their work product related to this account. More generally, our federal group is managed by Frank Donatelli. Mr. Donatelli conducts semi-annual formal reviews of employee performance, as well as more regular informal oversight of employee performance.

How your company defines, measures and improves customer satisfaction

We define our success based upon whether or not we are able to achieve the goals defined by us and the client, and the degree to which our client is satisfied with our work. We conduct client surveys to measure satisfaction and firm performance on an occasional basis. In rare instances, we structure our client engagements with a performance or contingency bonus attached as a means of measuring success, although that would likely not be a suitable arrangement for this engagement.
FEE SCHEDULE

Provide a detailed fee schedule expenses. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related (if applicable).

Government affairs services are typically provided on a monthly retainer basis. This allows us to offer a broader range of services and gives clients more value for their money. For this monthly fee, we would commit to provide all of the government affairs services enumerated, regardless of the hours required to perform such services. Reasonable and necessary out-of-pocket expenses would be billed separately at cost. Such expenses would include, but are not be limited to, pre-approved travel, transportation to and from Capitol Hill and printing/copying client materials. If it is preferred, we can discuss a mutually agreeable monthly cap for expenses.

Based on our understanding of the City’s objectives and needs, we propose a monthly retainer of $8,500 per month.

We appreciate the opportunity to submit this proposal, and in our strong desire to work with the City of Winston-Salem, remain flexible in discussing a fee arrangement that suits the City’s needs.
CLARIFICATIONS AND EXCEPTIONS

Upon review of the RFP and sample contract, we would request the following, underlined language to be added to a service contract should we be selected for this engagement:

RFP Attachment C – Blank Service Contract (Sample)

(5) The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services; provided, however, that any indemnity obligation under this agreement shall not be enforceable to the extent it vitiates Contractor’s liability insurance coverage, and Contractor shall be liable under the terms of the indemnity agreement only to the extent that Contractor is insured for any claims, demands expenses, costs and liabilities that it is contractually obligated to indemnify under the terms of this agreement.
PROPOSAL FOR FEDERAL LEGISLATIVE AND LOBBYING CONSULTING SERVICES

City of Winston-Salem, NC

October 12, 2016

The contact person for questions related to this document:

Jennifer Imo
Managing Partner for Client Services
The Ferguson Group, LLC
1130 Connecticut Avenue, N.W., Suite 300
Washington, DC 20036
Phone: (202) 331-8500
Email: jimo@tfgnet.com
Proposal for Federal Legislative and Lobbying Consulting Services

CITY OF WINSTON-SALEM, NC

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  • TFG Weekly Legislative Update
  • TFG Weekly Grants Update
  • TFG Quarterly Grants Update
  • TFG Weekly Water and Natural Resource Update
October 12, 2016

Jerry Bates
Purchasing Director, City-County Purchasing Department
City Hall Suite 324
101 North Main Street,
Winston-Salem, NC 27102

Dear Mr. Bates:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the City of Winston-Salem, North Carolina for Federal Legislative and Lobbying Consulting Services.

Founded in 1982 and headquartered in Washington DC, TFG is a bipartisan federal lobbying firm that specializes in representing local governments. We currently provide federal legislative, regulatory and funding advocacy services to 80 public and private entities in 17 states, including cities, counties and public works agencies. We also advocate on behalf of national organizations focused on federal issues directly impacting local governments; they are the National Association of Towns and Townships, the Manufacturing Alliance of Communities, the Perfect Storm Communities Coalition, and the Agricultural Floodplain Management Alliance.

We are confident that our proposed Winston-Salem team will provide top-notch service and introduce the City to innovative services that will help advance your priorities. Our team is committed to working in partnership with Winston-Salem elected officials, leadership, management, and staff in order to help you secure federal funding and influence federal policy decisions that can have a significant financial impact on your community. We will ensure that the City maximizes federal resources while minimizing any threats to your interests.

Page 7 of the City’s Request for Proposals includes a series of statements and certifications to which proposers are asked to affirm. This letter of introduction serves as TFG’s affirmation of those statements and certification. We also acknowledge that TFG is registered to provide federal lobbying services in the State of North Carolina, as we currently represent a number of communities and other entities in the State.

Thank you for your consideration and the opportunity to share with Winston-Salem the tremendous work our firm is doing for local governments at the federal level. If you have any questions, please do not hesitate to contact me directly.

Sincerely,

W. Roger Gwinn, CEO
Proposal for Federal Legislative and Lobbying Consulting Services

CITY OF WINSTON-SALEM, NC

1.13.1.2 – Firm Experience and Capabilities

The Ferguson Group provides the following three clients as references for our experience and capabilities. We encourage you to contact them to learn more about our services and approach to representing local communities in Washington, DC.

- **City of Concord, North Carolina**
  - Brian Hiatt, City Manager
  - Phone: (704) 920-5215
  - Fax: (704) 920-6909
  - hiattb@ci.concord.nc.us

- **City of Greenville, North Carolina**
  - Barbara Lipscomb, City Manager
  - Phone: (252) 329-4432
  - Fax: (252) 329-4435
  - blipscomb@greenvillenc.gov

- **City of High Point, North Carolina**
  - Randy McCaslin, Assistant City Manager
  - Phone: (336) 883-3293
  - Fax: (336) 883-3043
  - randy.mccaslin@highpointnc.gov

1.13.1.2.1 – Firm Organization and Proposed Advocacy Team

TFG is a Limited Liability Company with eight partners, six professional staff, and five administrative personnel. We also have access to issue area experts that we can partner with on behalf of a client’s specialized needs. The firm is led by a four-person Management Committee comprised of the CEO, President and two Managing Partners.
TFG’s approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG’s professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client, but whose proficiency enhances the team’s ability to provide unparalleled service to the client. Understanding the City’s current federal priorities and needs, TFG proposes the following Advocacy Team for the City of Winston-Salem.

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jennifer Imo</strong></td>
<td>Jennifer will serve as the team leader and main point of contact to the City. She will also assist the City on transportation and public infrastructure issues, as well as community and economic development.</td>
</tr>
<tr>
<td><strong>Roger Gwinn</strong></td>
<td>Roger will serve the City on issues related to drinking water, wastewater, natural resources, budget, and financing.</td>
</tr>
<tr>
<td><strong>Aindriu Colgan</strong></td>
<td>Aindriu will assist the Client Manager on all of the City’s priorities, and will also lead the team’s work on tax and revenue issues.</td>
</tr>
<tr>
<td><strong>Karl Kalbacher</strong></td>
<td>Karl will be responsible for overseeing all grant preparation, development and submission. He will also support the City with any energy, sustainability and economic development issues.</td>
</tr>
</tbody>
</table>

The following short biographies highlight the educational and professional backgrounds of the proposed Winston-Salem team. Full resumes for each team member can be found at TAB 3. Because the City will have access to all members of TFG’s professional staff, you can find our full team’s biographies on our website at [www.thefergusongroup.com](http://www.thefergusongroup.com).

### Jennifer Imo
**Managing Partner for Client Services**

Jennifer Imo, a partner at TFG and member of the firm’s management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the
National Association of Towns and Townships, a local government advocacy group that represents the interests of more than 10,000 towns and townships across the country.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with congressional offices, Jennifer’s clients have secured nearly $150 million in federal appropriations, authorizations and competitive grants in the 14-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor’s Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled city leaders to spend congressionally-authorized funds immediately instead of having to wait for a multi-year appropriations process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local communities. She works closely with groups like the National League of Cities, the National Association of Counties, the Government Finance Officers Association, the North Carolina League of Municipalities, and the North Carolina Metropolitan Mayors Coalition to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University in Winston-Salem!

Roger Gwinn
Chief Executive Officer

Roger Gwinn, Chief Executive Officer of The Ferguson Group, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests
specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington’s six “Top Gun” appropriations lobbyists, Roger joined TFG just under 23 years ago, in late 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as a staff member on the House Committee on Appropriations.

Roger leads the firm’s representation of large-scale, regional water resources, environmental protection, and economic development initiatives. A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG’s efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Among Roger’s most notable successes, he led the firm’s successful efforts to help public agencies secure more than $500 million in federal support for water system improvements in California’s Sacramento Valley. He also was among a small team of advocates that created the multi-state Pacific Northwest salmon recovery program, which has steered over $1.1 billion in federal support to salmon recovery throughout the Pacific Northwest.

**Aindriu Colgan**  
*Senior Associate*

Aindriu Colgan joined The Ferguson Group in July of 2016. Prior to that, Aindriu worked as Legislative Director for House Ways and Means Chairman Kevin Brady (R-TX), where he developed expertise in tax, energy and fiscal policy.

Aindriu was integral in passing 2015’s permanent tax extenders package (the Protecting Americans from Tax Hikes Act), which included the permanent State and Local Sales Tax Deduction, the permanent Research and Development Tax Credit, and reforms to the Foreign Investment in Real Property Tax Act (FIRPTA) to encourage more foreign investment in US commercial real estate. He also helped Chairman Brady build and lead the successful effort to repeal the ban on crude oil exports.
Additionally, he worked with state and local public servants and retirement systems to develop a bipartisan, cost-neutral solution to the disastrous Windfall Elimination Provision. This 30-year-old formula punished public servants in states like Texas, California, Massachusetts, and Ohio for having two careers — one in the public sector and another in the private sector. The solution Aindriu helped develop, the Equal Treatment of Public Servants Act, will finally award public servants with the full retirement benefits they earned.

Aindriu completed his Masters with Distinction in international history at the London School of Economics and Political Science. He completed his Bachelor’s degree *cum laude* at Dartmouth College in Economics and Classical Languages and Literature (Honors). He also competed for four years as a member of Dartmouth’s Varsity Heavyweight Rowing team.

**Karl Kalbacher, PG**  
**Director of Environment, Economics, and Grant Services**

Karl Kalbacher is the Director of Grant Services at The Ferguson Group. He provides strategic direction for the marketing and firm-wide delivery of grant services to clients, including strategic counsel, grant research, grant writing, and grant advocacy assistance.

A nationally recognized brownfields redevelopment expert, Karl has developed and managed environmental and finance programs at both the state and local level that support the redevelopment of contaminated properties and grayfields. He has extensive experience in managing economic development programs and energy conservation sustainability projects, and has a proven track record of securing state and federal grants.

As the Director of Economic Redevelopment for New Castle County, Delaware, Karl served on a multi-governmental team that was awarded two TIGER federal transportation grants totaling over $12 million for the Newark Train Station that is located on the University of Delaware’s 272-acre Science Technology and Advanced Research (STAR) Campus. These funds and the significant local match will transform this former automotive assembly facility into a science and technology center and a major transportation hub. Already, Bloomenergy selected the STAR Campus to manufacture their patented natural gas fuel cell electrification modules.

A former elected official, Karl served four terms on the City Council of Newark, Delaware, where he acquired expertise in land use development, annexations, condemnations, rezonings, capital improvement projects, operating budgets, land acquisition, and approved the creation of the Downtown Newark Partnership, one of five winners of the 2011 Great...
American Main Street Awards. Karl received his B.A. in Geology from Tulane University and his M.S. in Geology from Stephen F. Austin State University. He also is an Adjunct Professor of Geology at Cecil College in Northeast, MD.

1.13.1.2.2. Relevant Client Work

TFG’s clients are actively engaged in legislative and regulatory action that has significant financial impact on local governments. While Congress is not currently engaged in the practice of congressionally-directed spending, or earmarking, our clients continue to benefit from a positive return on their investment. In this section, we provide a few highlights of the issues we have been working on with our clients over the last three years. This is certainly not an exclusive list, but representative of our comprehensive work with local governments.

TFG’s grants practice has been wildly successful. Since 2010, we have helped our clients secure more than $517 million in competitive grants and loans. In the past three years, TFG has a 72% grants win rate for our municipal and non-profit clients for a total of over $58 million in funding. For example, the City of College Park, GA recently received $222,663 from the US Department of Agriculture’s (USDA) Farmer’s Market Promotion Program. These funds will be used to expand the Farmers Market in the City, provide technical assistance to local farms, expand education and outreach to local residents, and establish a rotating “Pop-Up” Farmers Market in two food desert locations. TFG wrote the grant application for the City and its grant partner non-profit organization, Metro Atlanta Urban Farm. We also secured Congressional support for the application.

Also of particular interest to Winston-Salem, in the FY 2016 COPS Hiring Grant round, five of TFG’s North Carolina clients secured awards. We worked closely with each by providing strategic advice, application assistance, and securing congressional support. TFG also has provided grant writing services for the North Carolina Electric Cooperatives (NCEC) since 2010. Working with NCEC, we have enjoyed unprecedented success winning grants under the USDA Rural Economic Development Loan and Grant (REDLG) program. Since 2013, TFG has won just under $40 million from 71 REDLG grant applications for NCEC.

On behalf of all our clients, we are working with Members of Congress and the Government Finance Officers Association to allow large financial institutions to classify certain municipal bonds as qualified liquid assets in order to achieve a certain liquidity coverage ratio that is now required for those banks. The federal regulators that established this requirement excluded municipal bonds as qualified assets. Effectively, this will negatively impact the marketability of municipal bonds making borrowing more expensive for local infrastructure projects. We worked on a bill that was passed in the House that fixes this issue, and the
Senate companion bill was introduced on September 27, 2016. This is but one example of influencing legislative policy that has a direct financial impact on our local government clients.

Under the Department of Transportation’s rules set by the moratorium on congressional earmarks, communities who had received earmarks for local transportation projects were not able to make any adjustments to the project for which they received funding. Some communities didn’t spend all of their earmarked funds and were unable to apply the remainder to other local transportation priorities. Some communities didn’t spend any of the earmarked funds due to changes in local priorities. Working on behalf of several clients, TFG raised awareness of the issue and pursued a legislative fix to the problem, including a bipartisan amendment to the FAST Act (the three-year transportation reauthorization bill that was signed into law in December 2015.) Ultimately, the omnibus appropriations bill (also signed into law in December 2015) included language that allows state departments of transportation to work with local sponsoring agencies to ensure that the earmarked funds were spent on local projects, and not returned to DOT. “Reprogrammed” earmarks could be used on local projects that were 50 miles from the site of the original earmark. There were nearly $9.5 million in unobligated earmarks in the 50-mile radius of Winston-Salem. TFG clients were among the first in the country to take advantage of this policy change.

1.13.1.2.3. Areas of Expertise

TFG is the preeminent provider of federal lobbying services to communities seeking to advance or protect their interests in the complex federal legislative and regulatory arenas. We have a demonstrated track record of responding to our clients’ needs while also identifying and developing strategies to address emerging issues and opportunities. We would focus primarily on issue areas of direct interest to Winston-Salem, such as transportation policy and funding, economic and community development, environmental infrastructure, housing, public safety, and municipal financing and revenue protection.

As a result of our 34 years of doing business in Washington, DC., and our work with clients across the country, TFG has extensive relationships with congressional leaders, the North Carolina Congressional Delegation, and key congressional committee staff. In tandem with our Capitol Hill relationships, TFG also has long-standing working relationships with key federal agencies relevant to Winston-Salem, including the Department of Housing and Urban Development, the Department of Transportation, and the Department of Justice. When appropriate, we use our relationships with Members of Congress from other jurisdictions that could use their position on a relevant committee to assist other clients’ interests. We are only able to do that after years of relationship development and trust.
Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions, such as the National League of Cities, the U.S. Conference of Mayors, and the Government Finance Officers Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills and competitive grant applications. By leveraging our contacts, we will enhance the City's existing relationships. In addition, by maintaining regular contact with the City’s Congressional Delegation, we are able to keep them abreast of your priorities and your developing positions on new issues that arise during the legislative year. Just as we assist the City in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the City's goals and objectives, being sure to reserve credit for the elected officials where it is due.

1.13.1.2.4. Unique Characteristics of TFG

TFG’s customer service philosophy and overall approach to representing our clients sets us apart from other firms. We take pride in our 34-year commitment to local government. The factors below are examples of how TFG distinguishes itself from other firms.

- **Commitment to Highly Personalized Service.** You will know your lobbying team well, and will be consistently informed about what we are accomplishing on your behalf. This highly personal service and commitment is a cornerstone of our success and is achieved through efficient methods of communication about your priorities and the ever-changing political climate in Washington.

- **Primary Focus is Local Government.** TFG advocates on behalf of local government entities across the country. We also work for and with organizations that serve public constituencies - local governments, coalitions of local governments, regional/national nonprofits, and other public or quasi-public organizations. The collective experience of all our professionals helps us identify opportunities to secure federal funding and to promote legislative and policy changes that can have a significant impact on your residents.

- **Innovative Client Services.** Along with individualized reports on legislative and regulatory activities, our clients receive weekly legislative updates, weekly grant alerts, timely action alerts, and in-depth webinars on issues or programs of importance to them. We also manage an interactive blog that posts daily updates on key topics, legislative and regulatory events, and other articles of interest to local governments.

- **Commitment to North Carolina.** Proposed team members Jennifer Imo and Roger Gwinn are both from Charlotte, NC, and continue to have strong ties to the state. A
majority of Jennifer’s clients are communities in North Carolina, and Roger also represents the Town of Cary. In fact, Jennifer and her family spent most of the summer in Charlotte and she personally visited all of her clients, as she does multiple times throughout the year. That strong North Carolina commitment will help the TFG team succeed in achieving Winston-Salem’s federal goals and objectives.

We pride ourselves on our long history and reputation for effectively advocating for local government entities. There are other firms that provide those services to public sector clients, but few have such a narrow focus. Since our focus is primarily on local government, we have initiated creative products and innovative client services that address unique community needs. One such product is the Local Government Demographic and Economic Analysis Report.

The Local Government Demographic and Economic Analysis Report, TFG’s newest economic development tool, provides a comprehensive analysis of local economic conditions and detailed demographic information about the City. The report combines detailed information on current local economic conditions, as well as a listing of major federal grant programs for which you would be eligible to apply. TFG incorporates the results of the demographic research and the economic analysis into the City’s Federal Agenda development process in an effort to identify long-term barriers to economic stability, such as regulatory and policy issues impacting local growth. If so desired, TFG can work with local leaders, community organizations and local businesses to customize the report to your individual needs and situation.

The City’s Demographic and Economic Analysis Report would include:

- Comprehensive demographic information for the City, which can be used for any federal grant opportunity.
- An Industry Cluster analysis, which presents a detailed picture of the geographic concentration of firms in the City interconnected by buyer-supplier chains. This analysis will identify industry clusters that are growing in importance in the City and those that are declining, and will serve as a starting point to formulating economic development strategies, recruiting businesses and facilitating development efforts focused on companies that complement existing businesses.
- An Industry Cluster analysis can also identify gaps in value chains and provide valuable information to local decision-makers for developing/updating programs and policies to address economic opportunities and challenges.
- An employment to population analysis, which measures the proportion of the City’s working-age population to the population that is employed. The ratio is used to evaluate the ability of a local economy to create jobs and therefore is used in
conjunction with the unemployment rate for a general evaluation of the labor market conditions.

- Federal, state and foundation grant opportunities the City could pursue based on the data collected.
- Defined legislative and regulatory issues that support the City's overall economic development goals and priorities.

### 1.13.1.2.5. Five Client Successes

After representing local communities for over thirty years, TFG's list of accomplishments and successes on behalf of our clients is extensive. The following examples are provided as case studies for work we have performed that may be relevant to the City's goals and priorities. All of the following work has been performed over the last 36 months. Expanded information on additional client successes can be provided upon request.

- **Transportation: Greenville, North Carolina – New Interstate Designation.** TFG is currently working with Greenville’s Congressional Delegation, the U.S. Department of Transportation, and the North Carolina Department of Transportation (NCDOT) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the State of North Carolina that does not have direct interstate highway access. We have coordinated with all parties to secure a Memorandum of Understanding between NCDOT and the Governor’s Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, we worked with Greenville’s bipartisan Congressional Delegation to recently introduce a bill that designates the road a future interstate. TFG facilitated this effort using our congressional, federal agency, and state and local relationships.

- **Environmental Mitigation: High Point, North Carolina – Brownfields Assessment Grant.** In 2014, the City of High Point received a $400,000 grant from the Environmental Protection Agency to be used to assess brownfields sites in the Core City area, where the closing of mills, factories, and other industrial sites has left blighted, unused, and unsafe structures. The EPA grant provides resources for the characterization and prioritization of brownfield sites in the Core City, facilitating the continued implementation of High Point’s Core City Plan that seeks to revitalize this 11-square mile area by encouraging the creation of mixed use corridors, upgrading local infrastructure, and incentivizing infill development. The City applied for this grant three times before engaging TFG's assistance. On the fourth try, with significant involvement from our grants team, the City was successful and was also informed by program staff at EPA that it was the top-ranked application in the country.
Infrastructure Improvements: Concord, North Carolina – Concord Regional Airport. TFG has worked with the City of Concord and the Concord Regional Airport for more than 15 years. During that time, we have worked with the North Carolina Division of Aviation, the FAA Regional and District Offices in Atlanta and Memphis, FAA Headquarters, and the city’s congressional delegation to secure millions of dollars in infrastructure improvements at the airport. For example, we worked closely with airport management and the airport’s engineering firm to secure federal and state funds to build a commercial service terminal. The grand opening for that terminal was held on September 29, 2016.

Homeland Security: Harrisburg, Kannapolis and Concord, North Carolina – Assistance to Firefighters Grant Program Award in Advance of the Democratic National Convention. The Cities of Harrisburg, Kannapolis and Concord, North Carolina secured a $998,160 grant for equipment funding under the FY 2011 Assistance to Firefighters Grant (AFG) Program. This funding was used to upgrade communication capabilities to be compliant with the State Communications Interoperability Plan and FCC Narrow Band Mandate. The grant award allowed all of the cities’ fire departments to purchase new radio equipment for department-owned vehicles to ensure they are in compliance with state and national standards and able to respond to emergency calls across Cabarrus County and the surrounding counties. This updated equipment was essential for use during the 2012 Democratic National Convention in neighboring Charlotte. TFG worked closely with the FEMA Grants Office to ensure that, if the application was going to be a successful one, the grant announcement was made in one of the early award announcements so that equipment could be purchased in advance of this major event. The cities received an early award and were able to adequately prepare for the Convention.

Economic Development: High Point, North Carolina – Development Ordinance Rewrite. In 2010, the City of High Point submitted an application for a Department of Housing and Urban Development (HUD) Community Challenge grant to fund a rewrite of the City’s development ordinance but was unsuccessful. The Ferguson Group engaged City staff in 2011 to re-imagine the project as “UPDATE High Point: Preparing for the 21st Century,” providing a new strategic framework explicitly designed to meet HUD funding priorities. TFG grant professionals then worked directly with City staff to outline, draft, edit and submit the application, as well as to secure congressional support for the application, which received the full amount requested ($239,141). This funding is enabling High Point to write a new development ordinance that will revitalize the downtown by directing new economic
development to the urban core, protecting existing neighborhoods and incentivizing the development of mixed-income housing.

1.13.1.3 – 1.13.1.5. Contract Lead, Workload, Team, and TFG History

TFG’s Advocacy Team for the City will be led by Jennifer Imo. A short biography of her work on behalf of TFG’s clients is included in Section 1.13.1.2.1 and a copy of her full resume is included in the Appendix. Jennifer oversaw and/or completed all of the work described in Section 1.13.1.2.5.

Members of the TFG team assigned to work with the City of Winston-Salem are currently working on behalf of other clients. For example, Jennifer Imo currently represents College Park, GA, Concord, NC, Greenville, NC, Mooresville, NC, High Point, NC, Loudoun County, VA, and serves as the Federal Director of the National Association of Towns and Townships. Roger Gwinn represents the Town of Cary, NC, Woodland, CA, Sacramento County, CA, San Joaquin County, CA, and various water and irrigation districts. Aindriu Colgan works with both Jennifer and Roger to provide legislative and regulatory support to all of the clients listed above. Aindriu is also tasked with building TFG’s tax practice given his most recent position as Legislative Director for House Ways and Means Chairman Kevin Brady. Finally, as the head of TFG’s grants practice, Karl Kalbacher provides supportive grant services to all of TFG’s clients.

A benefit of working with a firm like TFG whose primary focus is local government is that many of the issues we work on apply to all or most of our local government clients. We are very efficient in communicating updates on federal issues that impact our clients and formulating the message to each of their congressional delegations on how that federal issue will impact our clients. As such, Members of Congress and staff understand from our clients how certain bills and regulations impact communities in their districts. This helps them make informed decisions on how to move forward.

Aside from the larger issues that impact our clients, we work on a project-specific basis. We dedicate enough time as necessary to accomplish our clients’ goals. We are dedicated professionals that are adept at efficiently managing our time. No timely priority of the City will be set aside because we are too busy working on behalf of another client. TFG operates as a real team and we stand ready to help our colleagues who may need assistance on a client project.
Chairman Bill Ferguson founded TFG in 1982. Headquartered in Washington, DC., TFG is a bipartisan federal lobbying firm that specializes in representing local governments. We currently provide federal legislative, regulatory and funding advocacy services to 80 public and private entities in 17 states, including cities, counties and public works agencies.

TFG consists of eight partners (owners), one senior associate and three associates, who are all full-time federal lobbyists. All of the proposed Winston-Salem team is located in Washington, DC. Roger Gwinn has been an owner since he joined TFG in 1993, and Jennifer Imo has been an owner since 2009.
1.13.2 Firm and Team Project Organization

1.13.2.1 Firm Organizational Structure

TFG’s organizational structure is not based on a traditional hierarchy. As you can see in the chart below, TFG is built on a strong, team-centered approach to client service, where all team members move easily between duties to provide our clients the best service possible from all sectors of the firm.

- W. Roger Gwinn, CEO
- Mark Limbaugh, President
- Jennifer Imo, Managing Partner
- Kristi More, Managing Partner

- William Ferguson, Chairman
- Val Gelnovatch, Partner
- Michael Miller, Partner
- Joseph Raeder, Partner

- Lisa Phillips, Director of HR and Administration
- Lynna Doan, Controller
- Tina Dykstra, Executive Assistant
- Pam Kesler, Executive Assistant
- John Smith, III, Executive Assistant and HR Associate

- Aindriu Colgan, Senior Associate
- Karl Kalbacher, Director of Environment, Economics, and Grant Services
- Zach Israel, Associate
- Stephanie Missert, Associate
- Heidi Schott, Associate
A list of contact names and information is provided below. In the event of an emergency or unresolved issue, the City of Winston-Salem should contact these individuals in the following order:

1. Jennifer Imo, (202) 454-3947 (direct); (202) 679-2243 (mobile)
2. Tina Dykstra, Assistant to Jennifer Imo, (202) 261-6013 (direct); (202) 345-3007 (mobile)
3. Roger Gwinn, (202) 261-6006 (direct); (202) 255-5759 (mobile)
4. John Smith, Assistant to Roger Gwinn; (202) 261-3693 (direct); (571) 232-5577 (mobile)
5. Aindriu Colgan, (202) 261-3683 (direct); (202) 705-8521 (mobile)
6. Karl Kalbacher, (202) 454-3929 (direct); (202) 341-4377 (mobile)

### 1.13.3.3 Account Management Practices

#### 1.13.3.1 New Account Set-up Process

Immediately upon signing a contract with a new client, TFG initiates its account set-up protocol. Each client is assigned a unique code that is used in our accounting process for both internal and external billing. It is under that code that professional staff details all work done on the client’s behalf. This is also the code that our Controller uses when generating invoices for the client. Finally, pursuant to the Lobbying Disclosure Act, as amended, (2 U.S.C. § 1601 et. seq.), we register to lobby with the Office of the Secretary of the Senate before making any contact with Congress on the client’s behalf.

The following diagram provides a general overview of TFG’s approach to our federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. We utilize this approach with each of our new clients to help them determine the best strategy and course of action to pursuing their federal priorities. We also utilize this approach with long standing clients as we believe that it is critical for all our clients to reassess their priorities as the political environment changes in Washington, DC. A summary of the tasks identified in the diagram follows.
Conduct Strategic Assessment of Opportunities. TFG will meet with City officials to learn about Winston-Salem’s priorities and help you define the City’s desired federal goals and objectives. We typically spend two full days with a new client to get an in-depth understanding about priority projects, and to meet with leadership, staff and local partners, as determined by the City. We explore all aspects of the City’s priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests. We build off this initial analysis of your needs throughout the year to help you respond to any opportunities and threats that present themselves.

Develop Federal Action Plan and Strategy. TFG will develop a Federal Action Plan (FAP) that outlines the City’s federal priorities, as well as the strategy to advance those priorities. Once approved by the City, the FAP serves as TFG’s work plan, but remains flexible enough to be revised and improved upon as needed. Making timely adjustments keeps the FAP current and enables the City to take advantage of new opportunities and to better manage any new challenges that arise. The FAP is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

Legislative and Regulatory Services. TFG will shepherd the City’s legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between
achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients’ priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

**Grant Services.** As part of the FAP and strategy, there likely will be a significant grants component. TFG’s team will work directly with the City’s department heads, or other designee, to ensure all relevant competitive grant opportunities are explored. Winston-Salem will receive a weekly list of newly published federal competitive grant solicitations. We also provide a quarterly outlook to give our clients enough time to prepare for upcoming grant opportunities. TFG’s team provides the following key competitive grant services:

- **Opportunities Analysis and Project Evaluation.** We assess local project priorities and identify relevant funding opportunities. We also provide recommendations on how to shape your project to maximize success.
- **Strategic Advice.** Once a specific grant opportunity is identified and you decide to move forward, we guide you through the application process. We identify the priorities of the grant-making agency and help you frame your application accordingly. This in-depth analysis and advice is central to our clients’ grant success.
- **Inside Track.** TFG facilitates meetings with federal program officers and decision-makers within the funding agencies. This gives our clients a competitive advantage: we pitch your projects while enhancing your relationships with key agency officials and staff. These individuals want to fund good projects, so they, more often than not, provide our clients directly with valuable insight into agency priorities.

**Preparing for Meetings in Washington, DC.** TFG will work with the City to prepare the materials needed to advance your Federal Action Plan, and successfully advocate the City’s priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated FAP are critical to achieving results. TFG’s team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise.

**Effective Bipartisan Advocacy.** TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state’s congressional delegation, which is often bipartisan.
**Client Communications.** Regular and efficient communication is essential to successful working relationships with our clients. We will provide written monthly updates and quarterly status reports on the firm’s achievements on behalf of Winston-Salem’s FAP. We will also convene regularly scheduled conference calls, as needed or desired by the City. In addition to these personalized updates from your advocacy team, the City will benefit from the following communications: Every Monday, TFG releases a Weekly Legislative Update that provides a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. That outlook includes information on congressional committee meetings and hearings. Also on Mondays, TFG’s Water and Natural Resources team releases a more specialized weekly update. On Fridays, as previously mentioned, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. Examples of these communications are included in the Appendix.

Also included in the Appendix is a sample memorandum that demonstrates the type of update we provide our clients on specific issue areas. These memos are often accompanied with talking points and/or letters for communication between the client and their congressional delegation. Finally, the City will also gain free access to TFG subject-matter webinars that provide in-depth discussions about issues and/or popular grant opportunities that are of interest to local governments.

1.13.3.2 Client Issue Escalation Process

TFG is a small firm that thrives on a team approach. We have not instituted a formal escalation process because we proactively monitor our clients’ needs and priorities while actively managing performance on a regular basis. If there is a particular administrative or client service issue, we work together to resolve any issues that may occur – dealing directly with firm management, HR, and/or our Controller.

As for substantive client issues that need attention from other members of the firm, we describe below our process of sharing information and tapping the expertise of others to achieve our clients’ goals and objectives.

1.13.3.3 Supervision and Work Quality Monitoring

TFG has a regular internal performance management and quality assurance process that consists of weekly meetings of the CEO and President with our HR Director and Controller to monitor the firm’s operations and finances. We have weekly Management Committee
meetings with the four Managing Partners, the HR Director and the Controller, which focus on effective management practices for our clients and the firm, staff performance, and addressing general firm issues. We have a regular mentor program where managing partners meet on a regular basis with associates to ensure top-notch performance and service for clients, as well as to monitor performance and encourage staff professional development. Additionally, TFG management conducts traditional, structured reviews and goal-setting sessions with professional and administrative staff and regularly reviews partner and staff provision of services against contractual obligations.

### 1.13.3.4 Customer Satisfaction

TFG believes that the best way to keep our customers satisfied, is to provide them with unparalleled, personalized and impactful service. We accomplish this together, as a team, to ensure our clients receive the real-time information from Washington from experts in all the fields that touch local communities. TFG has several issue area teams that meet regularly to share information and ideas on issues that impact our clients. That information is also shared during our bi-weekly all-staff meetings where partners and staff meet to discuss and strategize on enhancing client services. In the past, we have also conducted surveys to ensure that our clients are satisfied with the services we provide and to request input on areas for improvement. Finally, TFG has robust ethical guidelines that govern the behavior of all TFG staff and partners, an Ethics Committee, general and specific ethics policies, and pathways for employees to raise questions or concerns.

### 1.13.5 Proposed Fee Schedule

Based on our understanding of the City's federal priorities and needs, TFG proposes a monthly retainer fee of $5,000 (or $60,000 annually) for a twelve (12) month contract term that may be extended for as many as four (4) additional twelve (12) month periods for a total of five (5) years. Reimbursable expenses (detailed in Section 1.13.6) to the City will be capped at $2,500 annually. The contract will not exceed $62,500 for the twelve (12) month contract period.

### 1.13.6 Expenses

Reimbursable expenses will include out-of-town travel, in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services. All expenses will be pre-approved by the City.
1.13.7 Contract Structure

TFG spends the time necessary – and typically much more – to ensure client success. Our retainer contract approach to professional fees provides budget stability for our clients while giving your lobbying team the freedom to concentrate on substantive work and achieving measurable results. As a retainer client, the City will have access to TFG’s diverse complement of staff experts that focus on a full range of federal issues. This access helps our clients navigate the ever-changing federal environment.

1.13.8 Contract Negotiation

We stand ready to work closely with you to refine and tailor our retainer fee based upon your needs. The figures included in this cost proposal are negotiable and ultimately depend on the final scope of services decided upon by the City.
Experience

The Ferguson Group                      August 2013 – Present          Washington, DC
Managing Partner for Client Services

- Participate in strategic planning and budgeting process for small partnership. Develop short- and long-term revenue goals and cost containment strategies.
- Develop and implement new and emerging client service offerings.
- Ensure all TFG clients are receiving superior service from client managers.

The Ferguson Group                      February 2002 – Present        Washington, DC
Partner

- Strategic consultant and advocate for local governments, representing their interests before Congress and the Administration.
- Establish partnerships with federal agency personnel, Members of Congress and their staff to address local issues.
- Research, identify and analyze pending federal legislation and regulations to provide actionable information or recommendations. Draft legislative remedies when warranted.
- Lead presenter for web-based and in-person presentations for local elected officials and staff regarding the federal budget, federal legislation and policies, congressional appropriations, and federal grant opportunities.
- Founded the firm’s internship program, creating a partnership with Georgetown University to allow interns to earn school credit for participation in our program.

Executive Director, General Aviation Airport Coalition

- Initiated national lobbying effort in response to a lack of representation for specific sector of general aviation.
- Recruited 100+ members in 31 states in less than two years.
- Organize and implement the coalition’s federal advocacy efforts.
- Developed partnerships with the Federal Aviation Administration, Congressional leaders, and other industry advocates to advance the Coalition’s interests.
- Lead monthly webinars for members and other interested parties.

Federal Director, National Association of Towns and Townships

- Develop comprehensive federal platform for 10,000+ member organization.
- Draft legislation, bill amendments, and Federal Register comments to implement platform.
- Cultivate relationships with relevant organizations to work collectively on priority issues.
- Organize and lead quarterly Board meetings and monthly Board conference calls.
- Author monthly articles for member magazines.
- Manage annual conference, with 300-400 attendees, organizing conference program and advocacy.

Moore and Van Allen, PLLC                  October 2000 – November 2001  Charlotte, NC
Litigation Associate

- Litigation concentrations included telecommunications, international trade, environmental, real estate, construction, employment, and general corporate.
- Conducted extensive legal research.
- Drafted motions and briefs for state and federal courts.
- Represented client interests in alternative dispute resolution forum.
- Took and defended multiple depositions.
- Engaged in extensive discovery.
- Sat second chair in a complex civil trial.
Education

Wake Forest University School of Law, Winston Salem, NC
Juris Doctor Degree, 2000
Class Rank: 20/150

Honors
- Scholastic Honors List, Fall 1999.

University of North Carolina at Chapel Hill, Chapel Hill, NC
Bachelor of Arts, Political Science and Psychology, 1997

Honors
- Dean’s List (6 of 8 semesters).
- Pi Sigma Alpha Political Science Honors Fraternity.
- Psi Chi Psychology Honors Fraternity.

Memberships
- American Society of Association Executives.
- Northern Virginia Parents of Multiples.
- Capitol Hill Running Club.
CURRENT PROFESSIONAL EXPERIENCE

Chief Executive Officer, The Ferguson Group, 1993 - present.

Overview.—Roger Gwinn, recognized by Influence Magazine as one of Washington’s six “Top Gun” appropriations lobbyists, has spent his entire professional career in Washington. He joined TFG in 1993 after spending fifteen years on Capitol Hill. Roger worked on the staff of U.S. Representative L. Richardson Preyer and then served as associate staff on the House Appropriations Committee and as legislative director to Congressman Vic Fazio, for whom he was responsible for water, energy, environmental protection, and natural resources issues.

Roger is a nationally recognized water infrastructure expert and assists in the representation of many of TFG’s water resources clients. In addition to managing the day-to-day operations of the firm, he represents public agency and private interests, specializing in water resources and community development. Roger is known for the development and implementation of innovative and successful strategies to meet the challenging and complex funding needs of TFG’s clients.

Roger also leads the firm’s representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of Puget Sound and ultimately the Pacific Coastal Salmon Recovery Fund, which has steered more than $1.1 billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than $80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm’s representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help meet the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of enactment of the Water Infrastructure Finance Innovation Act (WIFIA), which provides a source of low-cost, long-term financing for water, wastewater and storm water infrastructure projects, and similar authority for the Bureau of Reclamation, Roger leads TFG’s efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger received his B.A. in Political Science from North Carolina State University. He was selected as a member of the inaugural class of the Stennis Congressional Staff Fellows Program,
a bipartisan leadership development program for senior-level staff of the United States Congress, sponsored by the Stennis Center for Public Service.

Roger also is a founder of eCivis, which is the nation’s largest provider of expert grant research, information, grant training, and technology services, focusing exclusively on the needs of cities and counties. The company’s specialized products and services have helped government organizations bring billions of competitive grant dollars to their communities.

PRIOR RELATED EXPERIENCE


Roger was directly responsible for water resources and natural resource issues, including energy, environmental protection and science and technology; he wrote countless speeches and drafted hundreds of legislative provisions included in various appropriations and authorization acts.


Roger was responsible for a wide range of issues including defense, education, labor and health and human services; he helped secure federal funding for civilian research and development and technology commercialization activities from a variety of sources.


Roger handled all aspects of press and media relations, including press releases, weekly columns, radio actualities and bimonthly television program production.


Roger handled all aspects of media relations, including press releases and columns.

EDUCATION

AINDRIU C. COLGAN
Email: aindriucc@gmail.com  Mobile: 970.367.6642
Address: 1100 1st St. SE, Apt. 113, Washington DC 20003

WORK EXPERIENCE
Senior Associate, The Ferguson Group (Washington D.C.) (July 2016 - Pres.)
– Team Lead: Tax Issue Group
– Manage federal tax, energy, and health care priorities on behalf of clients.

Legislative Director, Ways and Means Chairman Kevin Brady (Washington D.C.) (Nov. 2012 – May 2016)
– Portfolio: tax, energy, financial services, budget, and transportation.

Accomplishments:
– Protecting Americans from Tax Hikes Act [signed into law on December 18, 2015]
  - Collaborated with Committee staff and Leadership on both drafting and building support for permanent tax extenders package.
  - Succeeded in including:
    - State and Local Sales Tax Deduction Fairness Act
    - American Research and Competitiveness Act
    - Real Estate Investment and Jobs Act
  - Solved last minute crisis with pay-for that could have derailed package and broken support.

– Death Tax Repeal Act of 2015 [passed the House on 04/16/15 for the first time in ten years]
  - Collaborated with Democrat sponsor to broaden coalition. Worked with Committee and Leadership to organize a mark-up and bring bill to the floor. Drafted statements, handouts, and op-eds.

– W&M Energy Tax Reform Working Group
  - Solidified Member as the leader on energy tax issues. Worked with staff of Democrat Vice-Chair to organize 7 roundtables with 56 stakeholders from 23 different industries.

– Equal Treatment of Public Servants Act of 2014
  - Took Member’s partisan $10 billion bill to end the Windfall Elimination Provision (WEP) and worked with SSA Chief Actuary and interest groups to craft a bipartisan, cost-neutral bill. Organized a coalition of public employee groups to build support and gather cosponsors.

Responsibilities:
– Manage a team of 5 to develop and implement Member’s legislative agenda. Coordinate efforts with committee staff. Supervise creation of all messaging products, releases, speeches, letters, and op-eds.
– Analyze tax and energy policy, manage advocacy, and build coalitions to support Member’s initiatives.
– Prepare Member for hearings and mark-ups. Draft opening statements and questions for Member to ask.
– Provide vote recommendations to Member and briefing packets in advance of controversial votes.

Legislative Assistant, Congressman Joe Walsh (IL-08) (Washington D.C.) (Jan. 2011 – Nov. 2012)
– Personal Office Staffer to Small Business Subcommittee Chairman: Collaborate with committee staff on quarterly hearing plans and topics. Review committee memos and statements. Coordinate media coverage.

EDUCATION
2008-2009 The London School of Economics and Political Science
MSc with Distinction in International History

2004-2008 Dartmouth College, cum laude
BA (Honors) in Economics and Classical Languages and Literature, GPA: 3.74/4.00
– Varsity Heavyweight Rowing [4 years]: Robert Fisher Award for Most Outstanding Freshman
Summary of Qualifications

Senior government consulting professional with extensive experience with municipal and state governance in the areas of housing, legislation, land use development, environmental regulation, procurement and contracting, grant administration and bond finance. Skilled economic development practitioner with demonstrated successes in business retention, expansion and attraction.

Core Competencies

<table>
<thead>
<tr>
<th>Economic Development</th>
<th>Government Relations</th>
<th>Program Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Finance</td>
<td>HUD Programming</td>
<td>Grant Administration</td>
</tr>
<tr>
<td>Land Use Development</td>
<td>Environmental Regulation</td>
<td>Procurement/Contracts</td>
</tr>
</tbody>
</table>

WORK EXPERIENCE

The Ferguson Group  
Washington DC

1/13 – Present  
Director of Environment, Economics and Grant Services  
- Provides strategic direction for the marketing and firm-wide delivery of grant services including strategic counsel, grant research and writing. Consultant/Expert witness for hazardous substance release sites. Lead on the delivery of Brownfield Redevelopment site services including financing, land use development and economic development elements. Prepare comprehensive economic and demographic analytical reports for local governments. Consult with municipalities on development and implementation of HUD’s Consolidated Plan Development and Lead-Based Paint Hazard Control grant.

Cecil College  
Northeast, MD

1/13 – Present  
Adjunct Professor  
- Geology and Climate Studies (Part Time)

New Castle County, DE Government  
New Castle, DE

9/05 - 12/12  
Director of Economic Redevelopment  
- Primary contact for business recruitment, retention and economic development. Promotes and guides the redevelopment of properties. Lead on issuance of tax-exempt conduit bond financing. Drafts land use development ordinances. Prepares RFPs for professional services. Develops marketing documents and relocation guides.

**KCI Technologies, Inc.**  
*Baltimore, MD*  
**11/04 – 11/05**  
**Senior Project Manager – Geo-Environmental Division**  
Managed and directed operations for Brownfields Redevelopment Services, Underground Storage Tanks, Solid and Hazardous Waste landfill sites, and environmental compliance. Provides expert witness services for hazardous substance release sites.

**City of Newark**  
*Newark, DE*  
**3/98 – 7/06**  
**City Councilman**  
- Review and approve land use developments, annexations, condemnations, rezonings, capital improvement projects, operating budgets, land acquisition, ordinance changes and fiscal notes.  
- Focal point for constituent relations and administration of city services.  
- Liaison with other units of local government and elected officials.  
- Review and approve labor and purchasing contracts.  
- Manager of senior appointed city officials – recruitment, selection, and performance evaluation.  
- Oversee defined benefit and defined contribution plans, and health care programs.

**State of Maryland**  
*Baltimore, MD*  
**9/99 –11/04**  
**Environmental Program Administrator – Environmental Restoration & Redevelopment Program.**  
Program Manager IV. Managed three divisions: Federal Facilities, Voluntary Cleanup and State Superfund and 40 staff. Managed a $5 million dollar annual budget. Responsible for planning, oversight, coordination and program implementation. Draft legislation, regulations and guidance documents. Prepare and provide testimony for legislative hearings. Perform grants and
contract management. Responsible for staff hiring, training and evaluation. Conduct public workshops and hearings.

1/89 – 11/99  
**State of Delaware**  New Castle, DE  

Wellhead Protection Hydrologist - Assist in the development of the state's Wellhead Protection Program. Review Large On-Site Septic Systems, Wastewater Spray Irrigation and Land Treatment of Sludge permit applications to determine environmental impact and regulatory compliance. Review and comment on land development – hydrogeologic reports.

**Education**  
1986 – 1988  
*Tulane University*  New Orleans, LA  
Secondary Science Teaching Program in Geology and Physics

1983 – 1986  
*Stephen F. Austin State University*  Nacogdoches, TX  
Master of Science Degree in Geology

1979 – 1983  
*Tulane University*  New Orleans, LA  
Bachelor of Science Degree in Geology

**Skills**  
Fluent in Spanish language.

**Honors**  
- Governmental Advisory Committee to the U.S. Representatives to the Commission for Environmental Cooperation 2003-2005.
- Athletic Scholarship, Tulane University 1979 –1983.

**Publications**  
G.C.A.G.S. Transactions 1986, "Geochemistry and Diagenetic History of the Smackover Formation, Columbia County, Arkansas".
Federal Legislative and Lobbying Consulting Services

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

W. Roger Gwinn, CEO

Firm Name

October 12, 2016

Date

52-1953168

Federal Identification No.

202-331-8500

Telephone Number

Authorized Signature (Notarized)

1130 Connecticut Avenue, NW, Suite 300

Street Address (P.O. Box)

Washington, DC 20036

City, State and Zip Code

rgwinn@tfignet.com

Email Address

On this 11th day of October, 2016 before me W. Roger Gwinn

(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by The Ferguson Group, LLC

(Company name)

to execute the proposal and did so on his/her free act and deed.

Notary Public Lisa J. Phillips My commission expires 03.14.2018

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We ( ) are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We ( ) are a minority business enterprise.

( ) are not a minority business enterprise.

If yes, please identify in the appropriate box below:

( ) Black

( ) Hispanic

( ) Asian American including Indian Subcontinent and Pacific Islands

( ) Native American Indian including Eskimos and Aleuts

We ( ) are a woman-owned business concern.

( ) are not a woman-owned business concern
ATTACHMENT A – BIDDERS CERTIFICATION OF UNDERSTANDING AND COMPLIANCE

By completing this section, the bidder is certifying that he fully understands the standards and requirements set forth in this request.

Printed Firm Name: The Ferguson Group, LLC

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED, IS ATTACHED:

(FAILURE TO ANSWER WILL PRESUME NON-COMPLIANCE)

☐ Yes ☐ No

Certified by W. Roger Gwinn, CEO

Certified by [Signature]

Printed Name [Signature]
Update on DOL Overtime Rule and HQLA

DOL Overtime Rule

*Background:*

The Fair Labor Standards Act (FLSA) requires that most employees be paid at least the federal minimum wage for hours worked and overtime pay at time and one-half for hours worked over 40 hours per week. There are exemptions from both minimum wage and overtime pay for certain “white collar” employees. To qualify for those exemptions, employees must meet certain job duty tests and be paid a salary of at least $455 per week (or $23,660 per year). In July 2015, the U.S. Department of Labor (DOL) released a proposed rule that would increase the salary threshold an employee must hit to be overtime exempt to $970 per week (or $50,440 per year). That is a 113% increase. Additionally, the threshold will automatically increase to keep pace with inflation (minimum salary to match the 40th percentile of the average salary earned by full-time employees). Opponents of the rule are concerned that the increased salary threshold and automatic increases do not take into account regional cost of living differences.

*Recent activity:*

President Obama and DOL Secretary Tom Perez announced the publication of the final overtime rule on May 18, 2016. The effective date of the final rule is Thursday, December 1, 2016. Specifically, the final rule:

- Sets the standard salary level at the 40th percentile of earnings of full-time salaried workers in the lowest-wage Census Region, currently the South ($913 per week; $47,476 annually for a full-year worker). While lower than originally proposed, this is still a more than a 100% increase.
- Sets the total annual compensation requirement for highly compensated employees (HCE) subject to a minimal duties test to the annual equivalent of the 90th percentile of full-time salaried workers nationally ($134,004).
- Establishes a mechanism for automatically updating the salary and compensation levels every three years to maintain the levels at the above percentiles and to ensure that they continue to provide useful and effective tests for exemption.

Again, initial increases to the standard salary level (from $455 to $913 per week) and HCE total annual compensation requirement (from $100,000 to $134,004 per year) will be effective on December 1, 2016. Future automatic updates to those thresholds will occur every three years, beginning on January 1, 2020.

Legislation has been introduced to counter the final rule. A flurry of activity occurred the week of September 26. On September 28, the House passed H.R. 6094, which would delay for six months implementation of the overtime rule. The vote was 246 to 177, with only 5 Democrats voting in favor of the bill. On the same day, Senators James Lankford (R-OK), Lamar Alexander (R-TN) and Susan Collins (R-ME) introduced S. 3462, a companion measure to H.R. 6094. The White House issued a veto threat on this move to delay implementation. Also on September 28, Senator David Vitter (R-LA) introduced S. 3420, which would delay the rule’s implementation by two years in states where the President has declared a major disaster. On September 29, Senators Lamar Alexander (R-TN), Susan...
Collins (R-ME), James Lankford (R-OK), Tim Scott (R-SC), and Jeff Flake (R-AZ) introduced a bill that would phase in the new salary threshold over five years, and would require the Government Accountability Office to conduct a report during the rule's first year to assess its economic effects. Should these be unfavorable, then nonprofits, colleges and universities, state and local governments, and health care organizations that received more than half their funding from Medicare and Medicaid would be exempted from the rule. A similar measure in the House, H.R. 5813, was introduced by a group of 14 House Democrats and Republicans on July 14, 2016, and that bill would initiate a three-year phase-in of the final DOL overtime rule, beginning with a 50% increase this December to $35,984.

On March 17, 2016, the Protecting Workplace Advancement and Opportunity Act (H.R. 4773/S. 2707) was introduced in the House and Senate, which would completely nullify the rule and require DOL to conduct a comprehensive economic analysis on the effect the overtime changes would have on small businesses, nonprofits and public employers. The bill would also prevent the exempt salary threshold from automatically increasing, even in subsequent similar rules.

Finally, on September 20, 2016, officials from 21 states filed a lawsuit claiming that the final DOL overtime rule will place a heavy burden on state budgets and that DOL abused its authority by increasing the salary threshold so drastically. The 21 states who filed the lawsuit are: Alabama, Arizona, Arkansas, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Michigan, Mississippi, Nebraska, Nevada, New Mexico, Ohio, Oklahoma, South Carolina, Texas, Utah and Wisconsin.

HQLA

Background:

In 2014, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve and the Office of the Comptroller of the Currency (OCC) approved the Liquidity Coverage Ratio rule. The rule established a minimum liquidity requirement for large banking organizations and identified acceptable investments – deemed high quality liquid assets (HQLA) – to meet this requirement. The rule failed to include municipal securities in any of the acceptable investment categories. Not classifying municipal securities as HQLA could increase borrowing costs for communities to finance public infrastructure projects, as banks will likely demand higher interest rates on yields on the purchase of bonds during times of national economic stress, or even forgo altogether the purchase of securities during these times. On February 1, 2016, the House approved H.R. 2209 by voice vote, which would require the appropriate Federal banking agencies to treat certain municipal obligations as level 2A liquid assets.

Recent activity:

On April 1, 2016, the Federal Reserve released final rule changes to treat more municipal securities as HQLA, but critics complain they do not go far enough and could hurt the municipal bond market. The final rule changes treat as level 2B liquid assets municipal general obligation bonds that are backed by the full faith and credit of a U.S. state or municipality, are investment grade, and have been issued by an entity whose obligations have a proven track record as a reliable source of liquidity during periods of significant stress. These bonds would still have to meet the liquid and readily marketable standard outlined in the rule to be considered level 2B assets. Under the

1 There are three classifications of liquidity in the rule, level 1, level 2A and level 2B. Level 2B, which includes some corporate debt, is the lowest liquidity classification in the rule.
rule, only 40% of an institution's aggregate HQLA can be made up of level 2A and 2B assets, with only 15% of the total HQLA coming from level 2B assets.

The rule changes took effect on July 1, 2016, but other banking regulators, the FDIC and OCC, still exclude municipal bonds as HQLA. So, with only the Federal Reserve acting, the rule has limited impact. The Federal Reserve regulates bank holding companies, while the banks themselves are overseen by either the OCC or the FDIC, depending on whether they have national or state charters.

On September 27, 2016, Senators Mike Rounds (R-IN) and Mark Warner (D-VA), along with eight original cosponsors2, introduced S. 3404, the Senate version of H.R. 2209. S. 3404 is almost identical to H.R. 2209, except that it classifies municipal bonds as 2B instead of 2A. The chart below explains the differences between HQLA level assets:

![HQLA Chart](chart.jpg)

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Level 1 asset</th>
<th>Level 2A asset</th>
<th>Level 2B asset</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality</td>
<td>Highest quality and most liquid assets</td>
<td>Relatively stable and significant sources of liquidity</td>
<td>Lesser degree of liquidity and more volatility</td>
</tr>
<tr>
<td>Amount included</td>
<td>Fair value of all Level 1 assets less reserve balance requirement under section 204 of Regulation D (no haircut)</td>
<td>85 percent of fair value of Level 2A assets (15 percent haircut)</td>
<td>50 percent of fair value of Level 2B assets (50 percent haircut)</td>
</tr>
<tr>
<td>Limit to inclusion</td>
<td>No limit</td>
<td>Level 2A + Level 2B &lt; 40 percent of HQLA</td>
<td>&lt; 15 percent of HQLA</td>
</tr>
<tr>
<td>HQLA criteria</td>
<td>Federal Reserve bank balances</td>
<td>Securities issued or guaranteed by a U.S. government sponsored enterprise (GSE)</td>
<td>Certain investment grade corporate debt securities issued by non-financial sector entities</td>
</tr>
<tr>
<td></td>
<td>Foreign withdrawable resources</td>
<td>Securities issued or guaranteed by certain sovereign entities and multilateral development bank (MDB)</td>
<td>Certain publicly traded common equity shares of companies included in the Russell 1000 Index or eligible foreign index</td>
</tr>
<tr>
<td>Eligible HQLA</td>
<td>Additional requirements to qualify as eligible HQLA (e.g., capability to monetize HQLAs, maintain appropriate policies, etc.)</td>
<td>Generally applicable requirements (e.g., collateral free of encumbrances and other restrictions, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

TFG will continue to keep you updated on these two important issues to local governments.

2 Senators Charles Schumer (D-NY), John Tester (D-MT), Mark Kirk (R-IL), Heidi Heidkamp (D-ND), Tim Scott (R-SC), Jerry Moran (R-KS), David Vitter (D-LA), Joe Donnelly (D-IN)
Congressional Outlook

The House and Senate are in recess for five more weeks, with the House returning November 14 and the Senate returning November 15. The only must-pass item on the agenda for the remainder of the 114th Congress is wrapping up the 11 remaining appropriations bills to fund federal government agencies and programs for the balance of the 2017 fiscal year (i.e., through Sept. 30, 2017), in order to avert a government shutdown. This will likely be done through an omnibus, but if an agreement can’t be reached on a massive spending package, another Continuing Resolution (CR) may be necessary. The dynamics of those negotiations likely rest heavily on the outcome of the November elections. On Nov. 15, the Senate is scheduled to take a vote on the Gold Star Families Voices Act (H.R. 4511), which the House passed by voice vote on September 6, and which would expand the Library of Congress' Veterans History Project (VHP) to include family members of veterans who died as a result of their service or who are missing in action.

There are numerous other issues Congress will consider when it returns for the four-week "lame-duck" session in November and December, including (1) the Water Resources Development Act (WRDA) of 2016 House-Senate Conference Committee (H.R. 5303/S. 2848); (2) the Energy Policy Modernization Act House-Senate Conference Committee (S. 2012); (3) the FY 2017 National Defense Authorization Act (NDAA) House-Senate Conference Committee (H.R. 4909/S. 2943); (4) the 21st Century Cures Act (H.R. 6); (5) a tax extenders package for more than 30 tax provisions set to expire on Dec. 31, 2016, including those ranging from renewable energy and energy conservation, to provisions affecting homeowners and their mortgages, rum producers, and owners of race tracks and race horses; (6) additional emergency aid for states negatively impacted by severe flooding in 2016 and funding for opioid addiction prevention; (7) a package of bills to overhaul the criminal justice system; and (8) various foreign policy issues, including extending sanctions authorities on Iran, which expire on Dec. 31, 2016, and amending the newly passed Justice Against Sponsors of Terrorism Act, which allows the family members of 9/11 victims to sue Saudi Arabia in U.S. courts.

The third and final presidential debate between Hillary Clinton and Donald J. Trump, moderated by Fox News Sunday anchor Chris Wallace, will take place on Wednesday, October 19 at the University of Nevada, Las Vegas, NV from 9-10:30pm EST. There are 27 days until Election Day.
President Obama Signs 14 Bills Into Law

On October 7, President Obama signed the following 14 bills into law, including:

- **H.R. 1475**, the "Korean War Veterans Memorial Wall of Remembrance Act," which authorizes the Korean War Veterans Memorial Foundation to construct a Wall of Remembrance at the site of the Korean War Veterans Memorial in Washington, D.C.;
- **H.R. 2494**, the "Eliminate, Neutralize, and Disrupt Wildlife Trafficking Act of 2016," which supports a collaborative, interagency approach to addressing wildlife trafficking in order to protect and conserve species threatened by poaching and illegal wildlife trade;
- **H.R. 2733**, the "Nevada Native Nations Land Act," which transfers Federal land in Nevada into trust status for the benefit of certain Indian tribes;
- **H.R. 3004**, which extends the authorization for the Gullah/Geechee Cultural Heritage Corridor Commission through October 12, 2021;
- **H.R. 5147**, the "Bathrooms Accessible in Every Situation Act" or "BABIES Act," which requires the General Services Administration (GSA) to equip restrooms in public buildings constructed, altered, or acquired by GSA with baby changing facilities;
- **H.R. 5578**, the "Survivors' Bill of Rights Act of 2016," which establishes additional rights for survivors of sexual assault. Sexual assault survivors are now given a federal right to a free forensic examination and the preservation of evidence collection kits, and the bill authorizes new Department of Justice (DOJ) grants to notify survivors of their rights;
- **H.R. 5883**, the "Clarification of Treatment of Electronic Sales of Livestock Act of 2016," which amends and updates the Packers and Stockyards Act;
- **H.R. 5944**, which specifies that an airport owner or operator that renews a covered lease would not be considered to be in violation of certain written assurance requirements related to grants awarded by the Department of Transportation for airport development projects;
- **H.R. 5946**, the "United States Appreciation for Olympians and Paralympians Act of 2016," which amends the Internal Revenue Code to exclude from gross income, for income tax purposes, the value of certain medals or prize money won in competition in the Olympic Games or the Paralympic Games;
- **S. 1004**, the "Veterans Day Moment of Silence Act," which encourages the nationwide observance of two minutes of silence each Veterans Day;
- **S. 1698**, the "Treatment of Certain Payments in Eugenics Compensation Act," which excludes payments from State eugenics compensation programs from being considered as income for the purposes of determining eligibility for or the amount of Federal public benefits; and
- **S. 2683**, the "Federal Aviation Administration Veteran Transition Improvement Act of 2016," which amends current law to apply disabled veteran leave requirements to the Federal Aviation Administration's personnel management system.

Read more...

White House Holds Rural Forum

On October 5, the White House held the **White House Rural Forum**, "convening rural policy, business, and nonprofit leaders to Penn State University in State College, PA," and announced "new Administration actions in support of rural America." U.S. Agriculture Secretary Tom Vilsack, Chair of the White House Rural Council, and Pennsylvania Governor Tom Wolf (D) led discussions on pertinent issues facing rural communities, including opportunities for economic growth and strategies for improving health care and housing. Secretary Vilsack also urged lawmakers and the private sector, foundations, and nonprofits to recognize opportunities in America’s rural communities to ensure continued social and economic progress. The White House Rural Council also released a memorandum entitled "Rural Strategies that Work," which
presents strategies for federal work in rural America that have resulted in improved outcomes over the course of the Obama Administration.

The new Obama Administration actions announced include:

- $3 Billion Invested in Rural Infrastructure Projects;
- $7.7 Million in New Grants to Bring Broadband to 6 Unserved Communities;
- $24.4 Million to Fund 80 New Efforts to Support Rural Businesses, including: $10.9 million invested in 15 new Rural Economic Development Loan (REDL) and Grant (REDG) projects, $9.1 million invested in 15 new Intermediary Relending Program (IRP) projects; $1.2 million invested in 4 new Rural Micro-entrepreneur Assistance Program (RMAP) projects, and $3.2 million invested in 46 new Rural Business Development Grant (RBDG) projects;
- Grants to Increase Rural Veterans' Access to Health Care;
- Investing in volunteer service to address the opioid crisis in Rural America;
- Rural Integration Models for Parents and Children to Thrive (Rural IMPACT) Demonstration pilot program;
- Economic Development Planning Assistance for Rural Communities (applications due Sunday, November 6th);
- Health Information Technology Investments;
- Investments to Address Chronic Diseases;
- Community Coaches to Help Rural Leaders Tackle Child Poverty; and
- Investments in Rural Teacher Preparation Programs.

Read more...

**White House Announces American Manufacturing Progress**

On October 6, the White House released a fact sheet, in celebration of National Manufacturing Day on October 7, announcing "important progress in support of American manufacturing," including:

- Announcements by 5 Federal Agencies, including grants to strengthen manufacturing supply chains by the National Institute of Standards and Technology, challenges to catalyze next-generation technologies by the National Aeronautics and Space Administration, and initiatives to support more American Veterans pursuing technical training in advanced manufacturing by the Department of Veterans Affairs;
- Commitments by more than 110 organizations, including the first manufacturing-oriented massive open online course of its kind by MIT, 18 expanded and inaugural Grand Challenge Scholars Programs by colleges and universities across the country, and 30 new manufacturing apprenticeships by the Manufacturing Association of Central New York; and
- A new report by the National Economic Council, highlighting an Administration-long focus to strengthen the competitiveness of American manufacturing.

Read more...

**Congressional Schedule**

There are no scheduled hearings this week as the House and Senate are in recess.
The TFG Grants Update highlights all federal grants of interest to local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or Karl Kalbacher, P.G. Director of Environment, Economics & Grant Services, via email or at (202) 331-8500.

Department of Health and Human Services

FY 2017 Nursing Workforce Diversity (NWD) Program - The purpose of the NWD program is to increase nursing education opportunities for individuals from disadvantaged backgrounds, including ethnic and racial minorities who are underrepresented among registered nurses. Eligible applicants include accredited schools of nursing, nursing centers, academic health centers, State or local governments, faith-based organizations, community-based organizations, Tribal Organizations and other private or public non-profit entities determined appropriate by the Secretary. Applications must be submitted by November 14, 2016. Click here for more information.

FY 2017 Cooperative Agreements for Expansion and Sustainability of the Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances - The purpose of this program is to improve behavioral health outcomes for children and youth up to the age of 21 with serious emotional disturbances (SED) and their families. Awards will support the wide-scale operation, expansion, and integration of system of care (SOC) approaches by creating sustainable infrastructure and services that are required as part of the Comprehensive Community Mental Health Services for Children and their Families Program. Eligible applicants include State and local governments, and Tribal organizations. Applications must be submitted by January 3, 2017. Click here for more information.

Department of Agriculture

FY 2017 Rural Utility Service Solid Waste Management (SWM) Grant - The SWM Grant Program has been established to assist communities through free technical assistance and/or training provided by the grant recipients. Qualified organizations will receive SWM grant funds to reduce or eliminate pollution of water resources in rural areas, and improve planning and management of solid waste sites in rural areas.
Eligible applicants include private, non-profit organizations that have tax-exempt status, State and local governments, and Federally acknowledged or State-recognized Native American Tribes. Applications must be submitted by December 31, 2016. Click here for more information.
Upcoming Grant Opportunities

The following are some of the most promising federal grant opportunities that TFG expects will be issued in the next three months. The expected grant timing is identified based on previous release notices, however, timing is subject to change based on Agency priorities. If you are interested in applying for one of these grants, TFG encourages you to get started now by aligning project components with federal objectives, building partnerships with local, state, and national organizations, leveraging assistance and matching funds, and arranging conference calls or meetings with federal staff to solicit feedback. Grant application periods are often too short to accommodate proper planning, so applicants should begin this process ahead of the grant's anticipated solicitation. As always, TFG welcomes the opportunity to assist you with preparing for and completing federal grant applications.

November Release

Choice Neighborhood Planning Grants Program

Agency: Department of Housing and Urban Development  
Expected Release: November 2016  
Application Timeline: 3 months

Choice Neighborhoods Planning Grants support the development of comprehensive neighborhood revitalization plans which focused on directing resources to address three core goals: Housing, People and Neighborhoods. To achieve these core goals, communities must develop and implement a comprehensive neighborhood revitalization strategy, or Transformation Plan. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families. Eligible applicants are Public Housing Authorities, local governments, tribal entities and nonprofits. More information here.
Byrne Criminal Justice Innovation Program: Implementation Grant

Agency: Department of Justice
             Bureau of Justice Assistance
Expected Release: November 2016
Application Timeline: 6 weeks

The purpose of this program is to reduce crime and improve community safety as part of a comprehensive strategy to advance neighborhood revitalization. This program supports cross-sector partnership teams, including residents, targeting neighborhoods with hot spots of violent and serious crime and employing data-driven, cross-sector strategies to reduce crime and violence. Supported partnerships must oversee key enforcement, prevention, intervention, and community engagement strategies, as well as access and analyze key data with regular input from the research and law enforcement agency partners. Eligible applicants are previous planning-only award recipients through this program. More information here.

WaterSMART: Water and Energy Efficiency Grants

Agency: Department of Interior
             Bureau of Reclamation
Expected Release: November 2016
Application Timeline: 11 weeks

The WaterSMART Water and Energy Efficiency Grants provides 50/50 cost share funding to irrigation and water districts, Tribes, States and other entities with water or power delivery authority. Projects should seek to conserve and use water more efficiently, increase the use of renewable energy, protect endangered species, or facilitate water markets. Projects are selected through a competitive process and the focus is on projects that can be completed within 24 months that will help sustainable water supplies in the western United States. More information here.

Brownfields Assessment Grants

Agency: Environmental Protection Agency
Expected Release: November 2016
Application Timeline: 9 weeks

Assessment grants provide funding for a grant recipient to inventory, characterize, assess, and conduct planning and community involvement related to brownfields sites. Funding may also be used for direct costs associated with programmatic management of the award, and to purchase environmental insurance. Eligible applicants include State, local and Tribal governments, and non-profit organizations. More information here.

Brownfields Cleanup Grants

Agency: Environmental Protection Agency
Expected Release: November 2016
Application Timeline: 9 weeks

Cleanup grants provide funding for a grant recipient to carry out cleanup activities at brownfields sites. These funds may be used to address sites contaminated by petroleum and hazardous substances, pollutants, or
contaminants (including hazardous substances co-mingled with petroleum). Eligible applicants include State, local and Tribal governments, and non-profit organizations. More information here.

December Release

Drug-Free Communities Support Program

Agency: Department of Health and Human Services
Substance Abuse and Mental Health Service Administration
Expected Release: December 2016
Application Timeline: 3 months

The purpose of this program is to establish and strengthen collaboration to support the efforts of community coalitions working to prevent youth substance use. This program is intended to support established community-based youth substance use prevention coalitions capable of effective community-level change. Eligible applicants include community-based coalitions addressing youth substance abuse. More information here.

Section 533 Housing Preservation Grants

Agency: Department of Agriculture
Expected Release: December 2016
Application Timeline: 2.5 months

The Housing Preservation Grant program provides funding to assist low- and very-low income homeowners in repairing and rehabilitating their homes in rural areas. The program also assists rental property owners and cooperative housing complexes in rural areas in repairing and rehabilitating their units if they agree to make such units available to low- and very-low income persons. Eligible applicants include State, local and Tribal governments, and non-profit organizations. More information here.

January Release

Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program

Agency: Department of Justice
Office on Violence Against Women
Expected Release: January 2017
Application Timeline: 8 weeks

The purpose of this program is to encourage partnerships between state, local, and tribal governments; courts; victim service providers; coalitions; and rape crisis centers to ensure that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law that require the coordinated involvement of the entire criminal justice
system and community-based victim service organizations. Eligible applicants include State, local and Tribal governments, and non-profit organizations. More information here.

**Postconviction Testing of DNA Evidence to Exonerate the Innocent**

**Agency:** Department of Justice  
Office of Justice Programs  
**Expected Release:** January 2017  
**Application Timeline:** 4 months

Grant awards made under this program can be used to help defray the costs associated with postconviction DNA testing of certain crimes in which actual innocence might be demonstrated. Funds typically may be used to review such postconviction cases and to locate and analyze biological evidence associated with these cases. Eligible applicants include State and local government and academic institution. More information here.

**Wetlands Mitigation Banking Program**

**Agency:** Department of Agriculture  
**Expected Release:** January 2017  
**Application Timeline:** 8 weeks

Wetland mitigation banking is the restoration, creation or enhancement of wetlands for the purpose of compensating for unavoidable impacts to wetlands at another location. Wetland mitigation banking is commonly used to compensate for wetland impacts from development, but it is also used for impacts from agriculture. Eligible applicants include State, local and Tribal governments, private sector organizations, and non-profit organizations. More information here.

**Distance Learning and Telemedicine Grants**

**Agency:** Department of Agriculture  
**Expected Release:** January 2017  
**Application Timeline:** 8 weeks

The Distance Learning and Telemedicine program helps rural communities use the unique capabilities of telecommunications to connect to each other and to the world, overcoming the effects of remoteness and low population density. For example, this program can link teachers and medical service providers in one area to students and patients in another. Eligible applicants include State, local and Tribal governments, schools and school districts, private sector organizations, and non-profit organizations. More information here.
Cooperative Agreement to Benefit Homeless Individuals

Agency: Department of Health and Human Services
Expected Release: January 2017
Application Timeline: 8 weeks

The purpose of this program is to enhance and/or expand the infrastructure and mental health and substance use treatment services of states, local governments, tribes, and other communities. Funds will increase capacity to provide accessible, effective, comprehensive, coordinated, integrated, and evidence-based treatment services. Funds may also be used to provide permanent support housing, peer supports, and other critical services. The goal of this program is to ensure, through planning and service delivery, that the population of focus receives access to, or placement in, sustainable permanent housing, treatment, recovery support, and Medicaid or other benefit programs. Eligible applicants include State, local and Tribal governments, academic institutions, private sector organizations, and non-profit organizations. More information here.

Art Works

Agency: National Endowment for the Arts
Expected Release: January 2017
Application Timeline: 4 weeks (multiple deadlines)

The purpose of this program is to deepen and extend the arts' value, including their ability to foster new connections and to exemplify creativity and innovation. The National Endowment of the Arts (NEA) welcomes projects that are likely to prove transformative with the potential for meaningful change, whether in the development or enhancement of new or existing art forms, new approaches to the creation or presentation of art, or new ways of engaging the public with art. NEA also is looking to support projects that are distinctive, offering fresh insights and new value for their fields and/or the public through unconventional solutions and have the potential to be shared and/or emulated, or are likely to lead to other advances in the field. Eligible applicants include state, local, and Tribal governments, academic institutions, schools/school districts and non-profit organizations. More information here.
Congressional Schedule:

Congress is in recess until after the November elections, returning on November 14, 2016.

News:

WOTUS Legal Update: 6th Circuit Rules on Internal Memos – Sets Briefing Schedule

The U.S. Court of Appeals for the 6th Circuit last week ruled to limit the use of several internal Corps of Engineers’ (Corps’)/Environmental Protection Agency’s (EPA’s) staff memos critical of the final rulemaking over which “waters of the US” (WOTUS) are jurisdictional under the Clean Water Act (CWA) as evidence in the WOTUS rule lawsuit. The court ruled that only one internal Corps memo petitioners sought to add to the record was “factual and technical” in nature and therefore “properly included in the record”; the rest were considered deliberative in nature and could not be used as evidence in the case. The internal letter allowed in the decision, from Jennifer Moyer, Corps regulatory program chief, to Maj. Gen. John Peabody, raised concerns about the narrowed scope of the final WOTUS rule.

The 6th Circuit court then set its briefing schedule for Murray Energy, et al. v. EPA, et al. on the merits of the case. The court set November 1 as the deadline to file initial proof briefs on the merits for the states, business and municipal groups, and associations challenging the rule. Merits briefs in response from EPA and the Corps are due Dec. 23, and response briefs from groups intervening in the suit on the agencies’ behalf are due Jan. 13. Petitioners have until Feb. 1 to file reply briefs to the agencies’ response, and all briefs are due by March 8. Oral argument in the case will be scheduled after all of the

Meanwhile, several groups representing the manufacturing, mining, farming, and other industries have filed petitions for a writ of certiorari for the Supreme Court to review the 6th Circuit order giving that court power to consolidate and hear the WOTUS lawsuit, saying the decision caused “disarray” on judicial review of CWA rules that the Supreme Court must resolve. The groups favor review of the WOTUS rule in federal district court first, and criticize the 6th Circuit's 2-1 ruling giving it authority over challenges to the rule. WOTUS challengers initially filed lawsuits in several federal district and appellate courts, but many of those courts have dismissed those cases and are now deferring to the 6th Circuit. The Supreme Court has yet to decide whether it will hear the petitions.
### Federal Lobbying Contract

#### Staff's Combined Ratings with the Rating Criteria

<table>
<thead>
<tr>
<th></th>
<th>Qualifications/Exp</th>
<th>Rates</th>
<th>Fees</th>
<th>Methodology</th>
<th>Local Office</th>
<th>DC Office</th>
<th>References</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>McGuire Woods</td>
<td>25</td>
<td>25</td>
<td>23</td>
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<td>Pillsbury</td>
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<td>19</td>
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<tr>
<td>Strategies</td>
<td>28</td>
<td>30</td>
<td>18</td>
<td>5</td>
<td>3</td>
<td>4</td>
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<td>Ferguson</td>
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<td>30</td>
<td>19</td>
<td>0</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>87</td>
</tr>
</tbody>
</table>

30% Qualifications and experience including that of the Lead lobbyist who will be responsible for handling largest percentage of work, the percentage of work to be handled by Lead lobbyist and years of experience of Lead lobbyist. Number of years’ experience Lead lobbyist has working with the North Carolina Congressional Delegation.

30% Rates and expenses. Expenses capped? What do expenses cover (i.e. travel only vs. for example, cost of printing color copies)

25% Methodology including technical approach and understanding of the scope of the project.

5% Lobbying firm has a Winston-Salem/Forsyth County office for lobbyist(s) handling the work.

5% Lobbying firm has a DC presence for the parent company and type of parent company (law firm or lobbying).

5% References and number of clients with parent company. Provide list. Also, list current clients of lead lobbyist and specify local government clients in the above client lists for parent company and lead lobbying as well as all clients in the State of North Carolina.

### NOTES

McGuire Woods also has State lobbying contract.

Pillsbury's relationship with Greensboro could create a conflict.

Strategics does not have a real DC parent office.

Ferguson's relationship with High Point could create a conflict.

G.4. DRAFT
## Federal Lobbying Proposals
### Summary Comparison

<table>
<thead>
<tr>
<th>Firm</th>
<th>Primary Contact Qualifications/Experience</th>
<th>Recent Similar Consulting Services</th>
<th>Unique Qualifications/Characteristics</th>
<th>Firm Location</th>
<th>Fee</th>
</tr>
</thead>
</table>
| McGuireWoods Consulting (MWC) | • Joined MWC in June 2016 and focuses on transportation policy, funding opportunities and regulatory matters.  
• Prior to MWC, was the Associate Legislative Director for transportation policy at the National Association of Counties. | • International food company with $14B annual sales. MWC has relationships throughout key congressional committees representing the company.  
• One of the nation’s largest providers of truckload, intermodal and logistics services. MWC has helped the company develop federal legislative and regulatory priorities.  
• Dominion Resources is constructing a $5B pipeline from W. Va. to NC and MWC is building the public affairs campaign to lead this effort. | • Utilizes a combination of government relations, strategic communications and grassroots tactics to open doors, build reputations, and shape public policy.  
• National/Multistate Strategies team reaches across the country to gain support on issues affecting clients including federal legislation and regulatory matter.  
• Has provided state lobbying services to the City since 2016. | Staff located in multiple states including North Carolina and Washington, DC | $8500/month=$102,000 |
| Pillsbury                     | • Core Team approach with expertise in multiple areas including transportation, energy, environmental, financial services, health care, cyber security, appropriations and grant-funding, outreach and in obtaining key meetings and attention on Capitol Hill and with agencies. | • Assisted the City of Greensboro with various grants including:  
- a $300,000 grant from the Bureau of Justice Assistance for body cameras.  
- a $473,980 USDA grant to establish new market opportunities for food businesses and to promote local foods in underserved areas.  
- a SAFER grant to hire additional fire fighters  
- $89,000 grant to assist GFD purchase fitness equipment.  
• Assisted Greensboro Transit Administration with the award of a $960,000 grant for renovations to the bus depot. | • Has provided legal services to local governments for more than 35 years.  
• Team approach with core competencies in the areas of Transportation, Public Safety, Healthy Foods to underserved areas, water and sewer projects, housing, and community services. | Staff located in multiple states and Washington, DC | $7900/month=$94,800 |
<table>
<thead>
<tr>
<th>Company</th>
<th>Services</th>
<th>Offices</th>
<th>Fees</th>
</tr>
</thead>
</table>
| Strategics       | • Nearly $30M in federal funding and numerous legislative accomplishments for City of WS over the last 11 years.  
                    • More than 25 years of federal lobbying experience with expertise being local government issues.  
                    • Identified and aggressively worked with City to obtain funding on the surface transportation reauthorization bill and on a hydroponics grant.  
                    • Regularly provide updates regarding existing and proposed federal policies, programs and legislation that may impact the City.  
                    • Coordinate City visits/appointments to Capitol Hill or with other federal agencies.  
                    • Has worked with City of WS since 2005 and has extensive institutional knowledge of the City and its priorities.  
                    • Personal service  
                    • Locally-owned and operated | Offices in Clemmons and Washington, DC | $5000/month + up to $5000 annual expenses= up to $65,000/year |
| The Ferguson Group (TFG) | • Focus on community & economic development, public works transportation, criminal justice and public safety.  
                     
                    • Clients have secured nearly $150M in federal appropriations, authorizations and competitive grants over the last 14 years.  
                    • Currently working with Greenville to get a road leading into Greenville designated as a future interstate highway.  
                    • Assisted High Point get a $400,000 Brownfields grant in 2014.  
                    • Worked with Concord Regional Airport to secure state and federal funding to build a commercial service terminal.  
                    • Since 2010, TFG has helped its clients secure more than $517M in competitive grants and loans.  
                    • A 72% grants win rate over the last 3 years with over $58M in funding including a $222,663 grant from USDA for a Farmer’s Market Promotion Program in College Park, GA.  
                    • Also five of TFG’s NC clients received 2016 COPS Hiring Grant funds.  
                    • Strong NC client base (Concord/Harrisburg/ Kannapolis, Greenville, High Point) | Washington, DC | $5000/month + up to $2500 annual expenses= Up to $62,500/year |
REQUEST for PROPOSALS

Federal Legislative and Lobbying Consulting Services

PROPOSALS WILL BE RECEIVED UNTIL

12:00 Noon, Friday, October 14, 2016

by

City-County Purchasing Department, City Hall Suite 324

101 North Main Street, Winston-Salem, NC 27102
Sealed proposals endorsed Federal Legislative and Lobbying Consulting Services to be furnished to the City of Winston-Salem will be received by the City-County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until 12:00 Noon, Friday, October 14, 2016. Instructions for submitting proposals and complete specifications may be obtained during regular office hours at the same location, or by contacting Jerry Bates via email jerryjb@cityofws.org or phone 336-747-6939. The City reserves the right to reject any or all proposals.

This Request for Qualifications and Proposals (RFQ/RFP) outlines a description of the services sought and the documents interested firms will be required to submit. All requested information shall be submitted in the format required as shown on the enclosed schedule.

It is the intent of the City of Winston-Salem to select a single firm to accomplish all the services outlined in this Request for Proposals.

Proposals will be ranked based upon evaluation criteria. A Contract will be awarded to the highest ranked firm, whose proposal is determined to be most advantageous to the City, using factors including price and the evaluation criteria listed within this document.

Jerry Bates
Purchasing Director
Notice to Proposers

Federal Legislative and Lobbying Consulting Services

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All bids must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals and mutually agreed upon by the City and the proposer.

No special inducements will be considered that are not a part of the original bidding document.

City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted
- To negotiate a contract with a Service Provider based on the information provided in response to this RFP

Public Records

Any material submitted in response to this RFP will become a “public record” once the proposer’s document(s) is opened and the proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.
Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

E-Verify Compliance

Per N.C.G.S. 143-133.3 “E-VERIFY. Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Provider utilizes a subcontractor, the Provider shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

Iran Divestment Act

Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx.

Ethics Policy / Code of Conduct

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link:


Stimulation of the Local Economy

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth City Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security
Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database (https://www.ips.state.nc.us/IPS/vendor/SearchVendor.aspx=obtain) or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth City based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

The City reserves the right to hold proposals open for a period of sixty days (60) days after due date before making awards.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.
Notice to Proposers

Federal Legislative and Lobbying Consulting Services

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection.

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP/RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

Contract Period

Any contract resulting from this proposal shall be effective upon execution for one (1) year. The contract may be extended for as many as four (4) additional twelve (12) month periods, for a total of five years, provided that both parties are in agreement and funds are made available for this purpose.

Insurance Requirements

The successful Offeror, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see General Insurance Forms) and previously incorporated by reference. The City shall not execute the Contract until the successful Offeror has submitted acceptable Insurance Certificate(s), which must be submitted within ten (10) business days of receipt of the Notice of Award, and which reflect that the required coverage is in place and that all premiums have been paid. The City may contact the successful Offeror’s insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Offeror’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Contract. The City must be advised immediately of any changes in required coverage.

GENERAL INSURANCE REQUIREMENTS

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.

2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than $1,000,000 for each occurrence, respectively, and shall provide at least $5,000 in Medical Expenses (Med Pay) coverage.
3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property
damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles
operated by the Contractor in furtherance of these services. In addition, all mobile equipment
used by the Contractor in connection with the contract work, will be insured under either a
standard Automobile Liability policy, or a Commercial General Liability policy. This insurance
shall provide bodily injury and property damages limits of not less than $1,000,000 combined
single limit/each accident.

B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability
insurance of at least $1,000,000.00 per incident.

C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance
and such endorsements as prescribed herein, and shall submit the certificate with its executed contract.
The City of Winston-Salem shall be named as an additional insured in the Automobile and General
Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage
is primary to all other coverage the City of Winston-Salem may possess.

D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be
made available to the City of Winston-Salem on demand. Compliance by the Contractor and all
subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor
and all subcontractors of their liabilities and obligations under this heading or under any other section or
provisions of the Contract.

E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the
Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent
to the City of Winston-Salem from the Contractor's insurance agent or representative.

F. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or
cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result
in suspension of all payments until the new certificate is furnished to the Risk Manager, City of
Winston-Salem.

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term.
Should the Contractor fail to provide acceptable evidence of current insurance within seven days of
written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute
right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall
be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted
portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision
inspection or engineering services exclusion that would preclude the City of Winston-Salem from
supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job
responsibilities as to the control of persons directly employed by it and of the subcontractors and any
persons employed by the subcontractor.
I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

**By signing below the Proposer agrees to the following:**

The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the City of Winston-Salem.

The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

The City reserves the right to hold proposals open for a period of ninety days (90) calendar days after due date before making awards.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the Proposer and the proposal will not be considered.
This signature page must be completed and submitted with the proposal:

Federal Legislative and Lobbying Consulting Services

PROPOSAL AUTHORIZATION AND SIGNATURE

This proposal must be signed by a responsible official of the offering company and notarized.

-----------------------------------------------------------------------------------------------------------------
<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Authorized Signature (Notarized)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Street Address (P.O. Box)</td>
</tr>
<tr>
<td>Contractor/Business License No.</td>
<td>City, State and Zip Code</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>
-----------------------------------------------------------------------------------------------------------------

On this ____ day of ________________, 20____ before me ____________________________ (name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that
he/she was properly authorized by ____________________________ (Company name)

to execute the proposal and did so on his/her free act and deed.

SEAL

-----------------------------------------------------------------------------------------------------------------
<table>
<thead>
<tr>
<th>Notary Public</th>
<th>My commission expires</th>
</tr>
</thead>
</table>

The following information is requested for statistical purposes only. The inclusion or omission of this information will not affect or influence the City’s award of this contract
Proposer further certifies that:

We (   ) are a minority business enterprise

(   ) are not

If yes, please identify in the appropriate box below:

(   ) Black
(   ) Hispanic
(   ) Asian American including Indian Subcontinent and Pacific Islands
(   ) Native American Indian including Eskimos and Aleuts

We (   ) are a woman-owned business concern.

(   ) are not

We (   ) are a Winston-Salem based firm.

(   ) are not
General Information

1.1. The City of Winston-Salem (CITY) is inviting proposals from qualified firms (hereinafter referred to as FIRM) to provide Federal Legislative and Lobbying Consulting Services to include, but not limited to, the following:

§ Collaboration with the City to develop a Federal Action Plan (FAP), including federal resources and policies to advance the City’s priorities, and implement the FAP;
§ Present a draft FAP to City Council, answer questions and modify as instructed;
§ Provide notice of federal grant opportunities, advise on applications and garner congressional support;
§ Identify and aggressively act to obtain funding for the City;
§ Identify the method and timing for communications with the City’s congressional delegation and their staff, and the federal agencies, as well as assist in the development of materials to ensure accuracy and effectiveness in message delivery;
§ Recommend key federal contacts needed to advance the City’s priorities;
§ Schedule meetings and phone calls with federal officials, develop the strategy to taken, and prepare participating City officials and representatives;
§ Participate in meetings with federal officials and staff and provide necessary follow-up;
§ Develop briefing materials and talking points for meetings and phone calls with federal officials;
§ Maintain communications directly with the City’s congressional delegation in collaboration with the City and on the City’s behalf;
§ Review on a continuing basis all existing and proposed federal policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legislative expertise and consulting services
§ Alert the City to potential new opportunities that will further the City’s interests and to posing threats that could negatively impact the City’s interest;
§ Provide written monthly updates and quarterly status reports on the firm’s achievements as they relate to the goals and objectives set forth in the City’s Legislative Program
§ Provide federal advocacy advice both proactively and in reaction to requests from the City; and
§ Coordinate visits/appointments for City officials and representatives during their visits to Capitol Hill or with other federal agencies.

1.2. The term for any contract resulting from this Request for Proposal (RFP) is for one (1) year. The contract may be extended for as many as four (4) additional twelve (12) month periods, for a total of five years, provided that both parties are in agreement and funds are made available for this purpose.

1.3. Bidder Qualifications

1.3.1. Have a minimum of ten (10) years-experience providing Federal Legislative and Lobbying Consulting Services; and
1.3.2. Registered to provide federal lobbying services in the State of North Carolina
1.3.3. Accept the CITY’s terms and conditions of the Service Contract in Attachment C

1.4. Questions or inquiries relative to this RFQ must be submitted in writing only to Jerry Bates, City Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (Email is preferred). Fax: (336) 727-2443. All inquiries must be made by 12:00 noon, Friday, October 7, 2016. The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

1.5. No contact regarding this RFP will be allowed between Bidders or potential Bidders and employees of the CITY staff after issuance of the RFP with the exception of the CITY contact person named above. Any such contact may disqualify a firm from further consideration. Requests for clarification from Bidders will be allowed provided that such requests are made through the above contact in writing.

1.6. Interested firms should submit a written Intent to Bid (may be submitted via email or personally delivered) to the CITY contact person specified within by the date and time specified in the Projected Timetable in order to receive any further direct communications, including amendments, from the CITY regarding this solicitation until the time Finalists are identified.

1.7. To preclude requests for clarification from being sent immediately prior to the deadline for the receipt of proposal or quotation packages, a cutoff date has been established and is listed in the Project Timeline, after which clarification requests will no longer be accepted. Responses to all clarification requests will be sent to all bidders.

1.8. Any verbal communication with a CITY employee is non-binding.

1.9. Project Timeline (subject to changes) (all times EST)

<table>
<thead>
<tr>
<th>PROJECT MILESTONES</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP RELEASE DATE:</td>
<td>SEPTEMBER 7, 2016</td>
<td></td>
</tr>
<tr>
<td>DEADLINE FOR REQUEST FOR</td>
<td>OCTOBER 7, 2016</td>
<td>12:00 NOON</td>
</tr>
<tr>
<td>CLARIFICATIONS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUMS ISSUED (IF NEEDED)</td>
<td>OCTOBER 10, 2016</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>PROPOSAL DUE DATE:</td>
<td>OCTOBER 14, 2016</td>
<td>12:00 NOON</td>
</tr>
<tr>
<td>CITY COUNCIL AWARD DATE:</td>
<td>NOVEMBER 21, 2016</td>
<td></td>
</tr>
<tr>
<td>WORK START TARGET:</td>
<td>DECEMBER, 2016</td>
<td></td>
</tr>
</tbody>
</table>

1.10. This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All proposals marked Federal Legislative and Lobbying Consulting Services shall be returned in a sealed container/envelope containing one original (please mark document as original) proposal showing original signatures and seals,
three (3) copies of the complete proposal, and one complete copy should be provided on USB connected device containing only the information included on the hard copy version of the proposal in a pdf format. All documents shall be submitted to the City Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, no later than 12:00 Noon, Friday, October 14, 2016. Late proposals will not be considered.

1.11. The CITY expressly reserves the right to reject any bid proposal and to pursue whatever alternative it desires. There is no guaranty, either expressed or implied, that CITY will award the proposed contract. Bidders bear the expense of preparing and submitting its Bid Proposals.

1.12. The submitter awarded this job will be required to sign an owner-generated contract with this RFP document serving as a binding attachment to that contract.

1.13. Submittals – All proposals submitted in response to this RFP must comply with the requirements of this section. Failure to complete and submit the information listed in this section may, at the discretion of the CITY result in the rejection of the proposal. Submittals must be presented in the same order as presented in this section. Submittals must be specific to this site and contract. General descriptions of nationwide standards, “if applicable” statements, and “understand and will comply” statements are not acceptable. Brochures, handouts, and other marketing materials are not acceptable as a response for any section, although they may be provided as supplemental in an appendix or Exhibit.

1.13.1. A principal or otherwise authorized individual of the CONTRACTOR must certify understanding, compliance and agreement (or exception) to all portions of this RFP. This will provide the CONTRACTOR’s guarantee as to whether, or not, the finished work will comply with the requirements and specifications, as expected.

1.13.1.1. Compliance Statement (SEE Attachment A – Bidders Certification of Understanding and Compliance)

1.13.1.2. Firm Experience and Capabilities- Bidders must submit a list of references for similarly successful projects within the last three years from three (3) current governmental agencies, including the name of the agency, contact name, telephone, fax and email address similar to those described in Section 2), Scope of Services. Bidders must provide the following information:

1.13.1.2.1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

1.13.1.2.2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
1.13.1.2.3. Describe the experience of the firm in the last thirty six (36) months in performing consulting services in similar size and scope.
1.13.1.2.4. Specify the firm’s particular area of expertise and how those strengths will benefit the City of Winston-Salem.
1.13.1.2.5. Specify what unique characteristics set the firm apart from others who perform the same or similar functions.
1.13.1.2.6. Describe five (5) instances in which your firm was successful in obtaining funding or other assistance for a municipality similar in size to the City of Winston-Salem in the following areas: transportation, economic development, affordable housing, environmental mitigation, homeland security, and infrastructure improvements.

1.13.1.3. Provide a resume of the proposed account manager and a list of other accounts he/she will be responsible for.
1.13.1.4. Provide the number of federal lobbyist, both full and part time, currently managed by the CONTRACTOR office that will be handling this account.
1.13.1.5. Provide the number of years in business under current ownership and in total.

1.13.2. Firm and Team Project Organization

1.13.2.1. Bidders must submit an organization chart that shows the organizational structure of the firm and the project team to be assigned to the CITY contract. The organization chart must indicate the lines of responsibilities and reporting relationships. Bidders shall provide contact names, direct phone numbers and order of escalation to be contacted in the event of an emergency or unresolved issue.

1.13.3. Account Management Practices

1.13.3.1. Describe your new account set-up process
1.13.3.2. Describe your process for escalating client issues through your organization
1.13.3.3. Provisions you have for supervising employees and monitoring work quality
1.13.3.4. How your company defines, measures and improves customer satisfaction

1.13.5 Provide a detailed fee schedule expenses. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related (if applicable).
1.13.6 Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
1.13.7 Firm may submit proposals based on a lump sum basis payable monthly over the course of the year or on an hourly fee basis. All proposals must include a maximum not-to-exceed amount. Expenses not specifically listed will not be considered.
1.13.8 The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

2) Scope of Services
2.1. Services (hereinafter referred to as “THE SERVICES”) – THE SERVICES requested in this RFP are to provide Federal Legislative and Lobbying Consulting Services to include, but not limited to, the following:

§ Collaboration with the City to develop a Federal Action Plan (FAP), including federal resources and policies to advance the City’s priorities, and implement the FAP;
§ Present a draft FAP to City Council, answer questions and modify as instructed;
§ Provide notice of federal grant opportunities, advise on applications and garner congressional support;
§ Identify and aggressively act to obtain funding for the City;
§ Identify the method and timing for communications with the City’s congressional delegation and their staff, and the federal agencies, as well as assist in the development of materials to ensure accuracy and effectiveness in message delivery;
§ Recommend key federal contacts needed to advance the City’s priorities;
§ Schedule meetings and phone calls with federal officials, develop the strategy to be taken, and prepare participating City officials and representatives;
§ Participate in meetings with federal officials and staff and provide necessary follow-up;
§ Develop briefing materials and talking points for meetings and phone calls with federal officials;
§ Maintain communications directly with the City’s congressional delegation in collaboration with the City and on the City’s behalf;
§ Review on a continuing basis all existing and proposed federal policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legislative expertise and consulting services
§ Alert the City to potential new opportunities that will further the City’s interests and to posing threats that could negatively impact the City’s interest;
§ Provide written monthly updates and quarterly status reports on the firm’s achievements as they relate to the goals and objectives set forth in the City’s Legislative Program
§ Provide federal advocacy advice both proactively and in reaction to requests from the City; and
§ Coordinate visits/appointments for City officials and representatives during their visits to Capitol Hill or with other federal agencies.
By completing this section, the bidder is certifying that he fully understands the standards and requirements set forth in this request.

Printed Firm Name: ____________________________________________

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED, IS ATTACHED:

(Failure to answer will presume non-compliance)

∥ Yes ∥ No

Certified by ____________________________________________

Printed Name

Certified by ____________________________________________

Signature
ATTACHMENT B – BID PACKAGE EVALUATION CRITERIA

Evaluation Criteria – proposals will be evaluated by CITY representatives using the below criteria:

30% Qualifications and experience including that of the Lead lobbyist who will be responsible for handling largest percentage of work, the percentage of work to be handled by Lead lobbyist and years of experience of Lead lobbyist. Number of years’ experience Lead lobbyist has working with the North Carolina Congressional Delegation.

Provide recent examples of ability to successfully work with both parties in the delegation and with creating a bipartisan effort on a client’s behalf within the North Carolina Congressional Delegation. Describe involvement by Lead lobbyist with the North Carolina League of Municipalities and the National League of Cities. Is the person or team minority or woman owned business?

30% Rates and expenses. Are expenses capped? What specifically do expenses cover (i.e. travel only vs. for example, cost of printing color copies)

25% Methodology including technical approach and understanding of the scope of the project.

5% Lobbying firm has a Winston-Salem/Forsyth County office for lobbyist(s) handling the work.

5% Lobbying firm has a DC presence for the parent company and type of parent company (law firm or lobbying).

5% References and number of clients with parent company. Provide list. Also, list current clients of lead lobbyist and specify local government clients in the above client lists for parent company and lead lobbying as well as all clients in the State of North Carolina.
ATTACHMENT C – BLANK SERVICE CONTRACT
THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER

NORTH CAROLINA )  SERVICE CONTRACT
FORSYTH COUNTY )

THIS CONTRACT, made and entered into this ____ day of ____________________, 20 ___,
pursuant to a resolution heretofore adopted by the appropriate governing body or agency of the City of
Winston-Salem, North Carolina, by and between NAME OF CONTRACTOR, a corporation with its
principal office and place of business in CITY, STATE, party of the first part, hereinafter called the
Contractor, and the City of Winston-Salem, a municipal corporation, hereinafter called the City.

WITNESSETH

WHEREAS, services were duly solicited for the SERVICE TO BE CONTRACTED AND BID NUMBER and a
proposal was received; and,

WHEREAS, after careful consideration of the proposal submitted by the Contractor, the appropriate
governing body or agency of the City of Winston-Salem heretofore adopted a resolution authorizing the
acceptance of such proposal, and the execution of a contract with said Contractor covering the
aforementioned SERVICE TO BE CONTRACTED.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual
agreement contained herein, as well as the financial consideration hereinafter referred to, the parties
hereto have contracted and agreed as follows:

(1) In accordance with the project specifications and Contractor proposal, copies of which
specifications and proposal are incorporated herein by reference, the Contractor will provide the
services described in the proposal submitted by the Contractor and in the specifications prepared by the
City, if so authorized.

(2) The total contract price in the estimated amount of AMOUNT OF Dollars and 00/100
($XX,XXX.00) will be paid to the Contractor based on the unit prices given in the proposal submitted by
the Contractor and for quantities needed, not to exceed the amount budgeted and subject to approval
by the appropriate official or Governing Board.

(3) The scope of work and the proposal by the Contractor which are incorporated herein by
reference, shall constitute the contract between the parties as though fully written herein.

(4) Equal Employment Opportunity / ADA. The Contractor shall not discriminate against any
employee or applicant for employment because of race, creed, color, religion, national origin, political
affiliation, gender, age or disability. The Contractor shall comply with all applicable laws and regulations
regarding the American with Disabilities Act (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

(5) The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

(6) Amendment or Modification. With the exception of a properly executed purchase order(s) which the parties agree shall become a self-executing amendment(s) hereto, this Agreement shall not be modified except by another written document signed and executed by the City and the Contractor.

(7) E-Verify Compliance. Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(8) Iran Divestment Act. Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Contractor utilize on this agreement any subcontractor on such list.

(9) Term Extensions. Terms of the bid reserve for the City the right to extend this Contract beyond the original term for four (4) additional 12 month periods if both parties agree and funds are available for that purpose. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

(10) Suspension and Debarment. Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY

ACTUAL CONTRACT MAY DIFFER

CITY OF WINSTON-SALEM

ATTEST:

By: ________________________________ (SEAL)  By: ________________________________ (SEAL)

Melanie Johnson, Secretary                  Lee Garrity, City Manager

This instrument has been pre-audited in the approved as to form and legality. Manner required by the Local Government and Fiscal Control Act.

This the ___ day of __________, 2013.          This the ___ day of __________, 2013.

By: ________________________________          By: ________________________________

Angela I. Carmon, City Attorney                Lisa Saunders, Chief Financial Officer

VENDOR NAME

ATTEST:

By: ________________________________ (SEAL)  By: ________________________________ (SEAL)

Corp. Secretary or Officer                   Authorized Signature

________________________________________

Type or Print Name / Title
During their FY 2016-2017 budget review this past spring, the Mayor and City Council directed staff to provide quarterly updates on the upcoming year’s budget. Typically, the Budget and Evaluation Office provides an early forecast of the upcoming year’s general fund budget in January, prior to the kick-off of the City’s internal budget development process. In late March or early April, the budget staff presents a trial balanced budget that provides a more refined forecast of general fund revenues and expenditures and identifies potential measures to close any projected budget gaps. City staff also may include updates on the financial outlooks of select major enterprise funds such as transit, stormwater, and off-street parking.

Because the City does not collect most of its general purpose revenues such as property and sales taxes until the last two quarters of the year, City staff typically have not prepared detailed projections for the current and upcoming years’ budgets. However, the staff monitors current year revenues and expenditures and identifies any issues that could have an impact on the upcoming year’s budget.

This memo provides a recap of FY 2015-2016 year-end general fund revenues, expenditures, and fund balance and outlines issues identified by staff that could impact the FY 2017-2018 budget.

**FY 2015-2016 Year-End General Fund Revenues, Expenditures, and Fund Balance**

The following table summarizes actual general fund revenues and expenditures for FY 2015-2016. Budget revenues and expenditures are amended amounts. Overall, operating revenues exceeded expenditures by $335,650. The City did not use any appropriated fund balance to cover both recurring and one-time expenditures.

<table>
<thead>
<tr>
<th></th>
<th>Budgeted FY 15-16</th>
<th>Actual FY 15-16</th>
<th>Bud-Act $ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes</td>
<td>$ 93,543,370</td>
<td>$ 94,402,759</td>
<td>$ 859,389</td>
</tr>
<tr>
<td>Sales Taxes</td>
<td>30,966,170</td>
<td>32,238,339</td>
<td>1,272,169</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>5,315,300</td>
<td>5,822,288</td>
<td>506,988</td>
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<tr>
<td>Intergovernmental</td>
<td>18,518,200</td>
<td>21,314,460</td>
<td>2,796,260</td>
</tr>
<tr>
<td>Charges for Services/Other</td>
<td>24,067,593</td>
<td>22,945,762</td>
<td>-1,121,831</td>
</tr>
<tr>
<td>Transfers from Other Funds</td>
<td>8,269,400</td>
<td>8,048,382</td>
<td>-221,018</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$180,680,033</td>
<td>$184,771,990</td>
<td>$4,091,957</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$125,363,048</td>
<td>$127,122,712</td>
<td>-1,759,664</td>
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<tr>
<td>Supplies and Services</td>
<td>46,293,742</td>
<td>42,078,509</td>
<td>4,215,233</td>
</tr>
</tbody>
</table>
The following chart provides the change in general fund balance as of June 30, 2016. Due to the increase in restricted fund balance, there is no undesignated fund balance available going into FY 2016-2017. In addition, the fund balance does not meet the City’s financial policy of reserving 14% of general fund expenditures. This change is mainly due to anticipated federal operating grants for the City’s transit operations for the last two years.

## GENERAL FUND BALANCE AT JUNE 30, 2016 COMPARED TO JUNE 30, 2015

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2015 Actual</th>
<th>June 30, 2016 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undesignated</td>
<td>$18.5 M</td>
<td>$23.6 M</td>
</tr>
<tr>
<td>Restricted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriated for 12.5% Reserve</td>
<td>$22.8 M</td>
<td></td>
</tr>
<tr>
<td>Appropriated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undesignated</td>
<td></td>
<td>$4.4 M</td>
</tr>
<tr>
<td>Appropriated for Reserve - 11.9%</td>
<td>$23.4 M</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$51.1 M</td>
<td>$51.4 M</td>
</tr>
</tbody>
</table>

### Potential Issues Impacting the FY 2017-2018 Budget

**County-wide Reappraisal of Real Property**

During 2016, the Forsyth County Tax Administration Department will complete a county-wide reappraisal of real property for 2017, a process that takes place every four years. For the last reappraisal in 2013, real property values in Winston-Salem declined 10.5%. For the FY 2017-2018 budget, the budget staff will calculate the revenue neutral tax rate, as required by State law, based on the 2017 reappraised property values. In a “normal year,” the revenue neutral tax rate would be lower than the current rate to ensure the City does not realize more property tax revenue than it would have if a reappraisal had not taken place. Even though State law requires local governments to calculate the revenue neutral rate, governing boards are not required to adopt that rate. For the FY 2013-2014 budget, the tax rate was increased from 49.1 cents to 53.0 cents, which was less than the revenue neutral rate of 54.25 cents, in order to provide a measure of tax relief for city residents. Once the 2017 reappraisal is completed, County Tax Department staff will be available to discuss the results.
Public Safety Supplemental Pay Adjustment
In February 2016, the Mayor and City Council approved a public safety supplemental pay plan that increased minimum salaries by 7.5% and employee salaries by 2% for sworn police and certified fire personnel. The adopted FY 2016-2017 budget includes a second round of supplemental pay adjustments that would increase sworn police and fire personnel salaries by an additional 2%, effective January 1, 2017. Based on the same schedule of adjustments, the full year impact of the FY 2016-2017 adjustment, as well as a third round of adjustments, would cost approximately $1.3 million. These adjustments are key to the City’s recruitment and retention efforts in the police and fire departments.

Full Year Impact of New 401(a) Plan
Compared to other large cities and counties in the state, Winston-Salem is the only large local government, with the exception of High Point, that does not contribute to a supplemental retirement plan for its employees. As part of the overall effort to make Winston-Salem employee compensation competitive with the Piedmont Triad, the adopted FY 2016-2017 budget includes a 2% contribution to an employee 401(a) plan that would be effective on January 1, 2017. The FY 2017-2018 budget will reflect the full year impact of the City’s contribution to this plan at an increase of $600,000, for a total annual cost to the general fund of $1.2 million.

Temporary Services
Temporary services budgets in general fund departments have not increased in the same manner as hourly wages paid to temporary workers to bring their pay in line with the new minimum hourly rate paid to City employees. The Budget and Evaluation Office has asked departments to control costs by managing the number of hours worked and identifying savings in other operating categories to cover overages. In FY 2015-2016, temporary services expenditures were $680,000 above the adopted budget. It will be necessary to carry out a systemic review of the use temporary staffing by department to determine the appropriate amount of hours and associated costs.

Overtime
For several years, departments have been asked to control increases in overtime costs by managing the number of hours allowed for overtime. As employee wages have increased, appropriations for overtime pay have not increased at a comparable rate. It will be necessary to undergo a systemic review of overtime needs by department to determine the appropriate amount of overtime hours and associated pay. In FY 2015-2016, general fund overtime costs (including benefits) were $1.98 million dollars higher than budgeted. Much of this was offset by salary savings resulting from attrition; however, the Budget and Evaluation Office will need to re-align overtime budgets to reflect current needs.

In addition to reviewing current operational overtime needs, two other factors will apply pressure to overtime budgets in FY 2017-2018. First, new Fair Labor Standards Act rules will make certain employees, currently considered exempt by the City, eligible for overtime pay. The minimum salary level for an exempt employee will rise from $23,660 per year to $47,476 per year. The City’s Human Resources Department will review those employees and positions affected by the federal policy change and make recommendations to the Budget and Evaluation Office regarding impact on the FY 2017-2018 budget.

In addition to these new hour and wage rules, a court case in the Fourth Circuit Court of Appeals has held that fire captains can no longer be considered exempt and must be eligible to receive overtime pay. Preliminary estimates indicate paying overtime to fire captains could cost as much as $272,000 annually. The Fire Department is reviewing how overtime is scheduled for captains in order to minimize the fiscal impact of this new overtime ruling.
One-Third Position Classification and Compensation Study
The City has hired Springsted consultants to conduct a comprehensive classification and compensation study of the City’s pay plan. Springsted will review one-third of the City’s positions, starting with laborer and trades positions, each year over the next three years. The first one-third is scheduled to be completed in February. The consultants currently are compiling information from departments to review job descriptions. The study will include a salary survey and the development of options to implement the study’s recommendations.

Bond Project Operating Costs
The FY 2016-2017 operating budget included prorated funding for facilities expected to open before June 30, 2017. The Budget and Evaluation Office is working with the Office of the City Engineer, Property and Facilities Management, and other affected departments to calculate estimated operating costs for new facilities and programs that will come on line in FY 2017-2018. Additional operating funds will be needed for the following facilities in FY 2017-2018:

- Police District Office #1 (North Point Blvd.)
- Police District Office #3 (Winterhaven Ln.)
- Fire Station #7 (Arbor Rd.)
- Fire Station #8 (Reynolda Rd.)
- Fire Station #9 (Ogburn Ave.)
- Sedge Garden Gymnasium
- Alexander Beaty Public Safety Training and Support Center
- Police Body Cameras and Tasers
- Jamison Park
- Spraygrounds
- Quarry Park
- Winston Lake Park
- Salem Lake
- Happy Hill Park
- Union Station

Police Body Cameras and Tasers
Due to the consolidation of multiple contracts for body cameras and taser weapons, the Police Department operating budget will increase by $346,000 in FY 2017-2018. The operating cost for body cameras and taser weapons includes warranties on equipment, maintenance on equipment, and storage of camera footage. The warranties will ensure equipment replacement and upgrades 2.5 and 5 years into the contract term.

Winston-Salem Transit Authority
In October 2016, a presentation was made to the City Council Public Works Committee on the increased demand in Trans-Aid service for the Winston-Salem Transit Authority (WSTA), as well as an update on the financial outlook for WSTA in the upcoming years. Due to increased costs and demand in Trans-Aid, increased costs for the new fixed route system that will go into effect on January 2, 2017, and other expenditure growth assumptions, City staff project that transit fund reserves are projected to be depleted during FY 2017-2018. The Public Works Committee was provided a list of potential revenue enhancements including the property tax rate, motor vehicle privilege tax, and higher fares for Trans-Aid and fixed route bus service. Further discussions regarding the solvency of the transit fund will take place beginning in January with the early budget forecast.

Stormwater Management
In order to meet revenue bond debt coverage requirements and to fund needed improvements for public stormwater drainage infrastructure, the cash flow projection for the stormwater management fund includes a 4% rate increase anticipated for FY 2017-2018.

City management, the Budget and Evaluation Office, and other key City staff will continue to evaluate these issues and provide additional information when the early budget forecast is presented in January.
If you have any questions or need additional information, please do not hesitate to contact me.
City Council – Action Request Form

Date: October 28, 2016
To: The City Manager
From: Derwick L. Paige, Assistant City Manager

Council Action Requested:

Adopt Resolution authorizing a modification to a previously approved resolution to participate in the Goler Heights (Goler Lofts) redevelopment project.

Summary of Information:
In March 2007, the Mayor and City Council adopted a resolution authorizing the City’s participation in the Goler Heights (Goler Lofts) redevelopment project. Under the agreement, Goler Lofts LLC would invest approximately $19.0 million to convert the former Brown and Williamson building into 82 residential units and construct a public park. The City would provide $20,000/year for 10 years to assist Goler Lofts, LLC with green space (Arts Park) and infrastructure improvements. To date, the City has made six payments totaling $120,000 and City taxes paid have been $159,972.

An Agreement Regarding Financial Assistance to Goler Lofts, LLC was executed between the City and Goler, LLC on December 31, 2008. Under the terms of this Agreement, the City must approve any assignment of the Agreement. In accordance with this provision, a request has been received from Landex Development, LLC requesting that the Agreement be assigned to CCC Gallery Lofts, LLC. As originally proposed, Goler Lofts, LLC intended to develop the property as condominium units; however, after the economic downturn they retained the property and leased the units as apartments. They retained ownership of the property until it was sold in July 2014 to CCC Gallery Lofts, LLC.

CCC Gallery Lofts, LLC is owned and managed by Chaucer Creek Capital, LLC based in Raleigh. The company is led by William McClatchey, Jr. and Thomas Massey, III and has extensive experience owning and managing real estate. Other properties owned in Winston-Salem are Summerlin Ridge (off South Stratford Road) and Highland Oaks Apartments (off Hanes Mall Blvd.). The attached resolution authorizes assignment of the Agreement Regarding Financial Assistance to Goler Lofts, LLC to CCC Gallery Lofts, LLC.

Committee Action:

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</table>

Remarks:
RESOLUTION AUTHORIZING A MODIFICATION TO A PREVIOUSLY APPROVED RESOLUTION TO PARTICIPATE IN THE GOLER HEIGHTS (GOLER LOFTS) REDEVELOPMENT PROJECT

WHEREAS, in March 2007, the Mayor and City Council adopted a resolution authorizing the City’s participation in the Goler Heights (Goler Lofts) redevelopment project to assist Goler Lofts, LLC with green space (Arts Park) and infrastructure improvements; and

WHEREAS, an Agreement Regarding Financial Assistance to Goler Lofts, LLC was executed between the City and Goler, LLC on December 31, 2008; and

WHEREAS, under the terms of this Agreement, the City must approve any assignment of the Agreement; and

WHEREAS, in accordance with this provision, a request has been received from Landex Development, LLC requesting that the Agreement be assigned to CCC Gallery Lofts, LLC; and

WHEREAS, CCC Gallery Lofts, LLC is owned and managed by Chaucer Creek Capital, LLC; a company based in Raleigh that has extensive experience owning and managing real estate.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Winston-Salem hereby approve an assignment of the Agreement Regarding Financial Assistance to Goler Lofts, LLC to allow CCC Gallery Lofts, LLC to assume all of the responsibilities and benefits of this Agreement.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute any documents necessary to carry out the assignment herein authorized.
TO: Mayor Allen Joines and Members of the City Council  
FROM: Derwick L. Paige, Assistant City Manager  
DATE: October 26, 2016  
SUBJECT: Peters Creek Community Initiative  
CC: 

The City has received a request for $15,000 funding from the Shalom Project to help fund a feasibility study of a workforce housing development in the Peters Creek Parkway/Academy Street area as part of the Peters Creek Community Initiative. The Shalom Project is a Winston-Salem based non-profit organization that seeks to help people in need. The Peters Creek Community Initiative is a collaboration of churches, neighborhood associations, businesses and officials joined for the purpose of revitalizing the Peters Creek Community through economic and community development. The initiative is led by a Community Advisory Board, who report to The Shalom Project Board of Directors.

The City’s funding would be used in conjunction with funds from BB&T and possible additional private sector funding to contract with the National Development Council. The six-month study would focus on replacing the old Budget Inn and Dodge dealership with a mixed use development of workforce housing, retail, and non-profit uses.

Objectives of the project include:

- Help address the shortage of workforce housing in and near downtown.
- Beautify a gateway into the city.
- Serve as a catalyst for additional development along Peters Creek Parkway.

Based upon direction provided by the Finance and Community Development/Housing/General Government Committees, staff can prepare an item for City Council’s consideration in December. Should this request be approved, staff would recommend using up to $15,000 from the “excess” business privilege license tax revenues that were set aside from electronic sweepstakes operations in the RUCA areas. These funds also were used for the Polo/Cherry study, MLK/Waughtown study, and East End study. The current balance in this fund is $190,756.

Derwick L. Paige
To: City of Winston-Salem Finance Committee
From: The Shalom Project
Re: Peters Creek Village
Date: October 25, 2016

This letter formally requests a $15,000 grant to support a feasibility study of a workforce housing development project at the corner of Peters Creek Parkway and Academy St. The city grant will complement a $5,000 grant from BB&T and possible additional private sector funding for a six-month study to be conducted by National Development Corporation (NDC, Matt Wexler) beginning in December, 2016.

Peters Creek Village (working name) is envisioned to replace the Budget Inn and vacant Dodge dealership with mixed use workforce housing and retail as well as The Shalom Project headquarters and anti-poverty supportive services (e.g. Circles WS, free medical clinic and pharmacy, food pantry). It is intended to:

- Help address the growing shortage of quality workforce housing in and near downtown
- Beautify a key southern gateway into the city
- Serve as a catalyst for positive economic development along the parkway
- Create a positive community of stakeholders for Winston-Salem residents in and near poverty with comprehensive services to support income and employment gains

The Shalom Project (and its subsidiary, The Peters Creek Community Initiative) would direct NDC’s work in collaboration with the North Carolina Housing Foundation (Gary Merritt) in completing the feasibility study.

In a preliminary discussion with Derwick Paige on October 18, the project representatives were asked to secure Dan Besse's support for the study (as the property falls in his ward) before making a formal funding request from the city. We have talked to Mr. Besse and, while he indicated his support, he asked us to first present the idea for discussion at a November 10 housing committee meeting he was hosting as a precursor to proceeding on to the November 14 Finance Committee meeting for funding. If, for any reason, the November 10 meeting surfaces significant issues, we may withdraw the funding request. However, our hope is to move through both meetings with full support and funding approval.

Thank you for your consideration.

Lynn Brown, Executive Director
The Shalom Project

Kelly Mitchell, Board President
Peters Creek Community Initiative

The Shalom Project is a non-profit (501c3) organization, Tax ID 20-2136431
City Council – Action Request Form

Date: November 10, 2016
To: The City Manager
From: Gregory M. Turner, Assistant City Manager

Council Action Requested:

Consideration of a Resolution approving a contract with HDR Engineering of the Carolinas to provide professional engineering services for Stormwater Masterplan updates of the Upper Mill Creek watershed.

Summary of Information:

During the 1990’s the City of Winston-Salem initiated a comprehensive watershed analysis program effort within the Stormwater Division in order to comply with Federal National Pollution Discharge Elimination System (NPDES) permitting requirements. This effort involved the collection of detailed survey data relating to the City’s stormwater system and analysis of the system’s performance as it relates to flooding, erosion and water quality impairment within the City. This information serves as the basis for the City’s drainage Capital Improvement Program.

Since the delivery of this information, the City has experienced changes in land use, jurisdictional size, and infrastructure condition. The City’s requirements for stormwater management have also expanded as the NPDES permit has evolved to comply with Phase II Stormwater rules. During this time, maintenance of the drainage system and capital improvements has been initiated. Update of these Watershed Masterplans is necessary for compliance with the City’s NPDES permit and to correctly identify areas of flooding and erosion in order to prioritize projects for the capital improvement drainage program.

Scope of work for this project will include inventory collection of over 1,100 storm sewer structures in the Upper Mill Creek watershed and construction of a geodatabase to electronically manage collected information. When the updated storm sewer information has been collected, a hydraulic model will be developed to show areas of flooding and erosion within the updated watersheds.

Committee Action:

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<th>Action</th>
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</table>

Remarks:
Additional work will be completed to inventory and assess existing stormwater management control structures as well as storm sewer outfalls that discharge to surface waters of the State.

In 2007 consultant selection was initiated through a Request for Statement of Qualifications process where the consulting firms listed below were invited to submit proposals.

- CDM consulting and Engineering
- Jewell Engineering
- Brown and Caldwell Engineers and Consultants
- WK Dickson Engineering
- HDR Engineering of Carolinas
- CH2M Hill Engineering
- Baker Engineering

A review panel of staff members evaluated proposals and scored each firm based on major categories such as: relevant consultant experience, prior consultant performance, strength of consultant project team and overall report preparation. Based on scoring in the evaluation process, staff selected HDR Engineering of the Carolinas, a consultant skilled in the creation of electronic storm sewer inventories and geodatabases who is also familiar with the needs of the City as they have successfully completed the prior stormwater master planning documents. This project was originally approved with the FY 07-08 budget and updates have been completed for eight watersheds. HDR Engineering of the Carolinas has continued to serve as the consultant for this work for consistency from watershed to watershed and they have done quality work.

Staff requests approval of a contract with HDR Engineering of the Carolinas, Inc. for a total fee of $382,740.

Exhibits:
Exhibit A: Map of Upper Mill Creek watershed.
RESOLUTION APPROVING A CONTRACT WITH HDR ENGINEERING OF THE CAROLINAS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTERPLANNING UPDATES OF THE UPPER MILL CREEK WATERSHED OF THE CITY

WHEREAS, the City of Winston-Salem is a Phase I Stormwater Community which has a requirement under it’s National Pollutant Discharge Elimination System permit to inventory storm drainage systems and protect water quality within it’s jurisdiction; and

WHEREAS, the last storm sewer inventory effort was conducted in the 1990’s, and since that time, many land use and infrastructure changes have occurred within the watersheds; and

WHEREAS, the additional requirements of the City’s NPDES permit has introduced additional compliance requirements under the Phase II Stormwater rules; and

WHEREAS, HDR Engineering of the Carolinas, Inc. is familiar with this type of work and has been selected through a Request for Qualifications process; and

WHEREAS, funding for this Stormwater Masterplanning updates was approved with the FY 07-08 budget.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Winston-Salem, upon the recommendation of the Finance and Public Works Committees, that the City Manager is hereby authorized to enter into a contract for $382,740 with HDR Engineering of the Carolinas, Inc. for Stormwater Masterplanning updates for the Upper Mill Creek watershed of the City of Winston-Salem.
City Council – Action Request Form

Date: November 21, 2016
To: The City Manager
From: Chief Barry D. Rountree

Council Action Requested:

Items pertaining to the 2015 Human Exploitation Rescue Operative/Internet Crimes Against Children Act Grant:

a. Adoption of a resolution authorizing acceptance of a grant award.

b. Amendment to the FY 2016-2017 Project Budget Ordinance.

Summary of Information:

The City of Winston-Salem Police Department was recently awarded the Human Exploitation Rescue Operative/Internet Crimes Against Children Act (HERO/ICAC) Grant in the amount of $55,434.92. Awarded by the North Department of Public Safety Governor’s Crime Commission, HERO/ICAC grant funds will be used to purchase computer equipment and to pay for specialized training for the Police Department’s two detectives assigned to investigation internet crimes against children. Both the equipment and training will help them utilize technology and data analysis to locate and rescue children at risk of exploitation, as well as apprehend offenders.

There is no match required for this one-year grant. A signed award document must be submitted to the grantor by December 7, 2016.

Committee Action:

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Remarks:
RESOLUTION AUTHORIZING ACCEPTANCE OF A 2015 HUMAN EXPLOITATION
RESCUE OPERATIVE/INTERNET CRIMES AGAINST CHILDREN ACT
(HERO/ICAC) GRANT PROGRAM AWARD

WHEREAS, the City of Winston-Salem has been awarded $55,434.92 in grant funding
through the Human Exploitation Rescue Operative/Internet Crimes Against Children Act
(HERO/ICAC) grant program; and

WHEREAS, the Winston-Salem Police Department would use this grant award to
purchase equipment and pay for specialized training with the goal enhancing it’s use of
technology and data analysis to locate and rescue children at risk of exploitation, as well as
apprehend offenders; and

WHEREAS, there is no local match required for this grant award;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Winston-Salem hereby authorizes the execution by the appropriate City officials of acceptance of
the Human Exploitation Rescue Operative/Internet Crimes Against Children Act (HERO/ICAC)
grant award as described above, upon approval as to form and legality by the City Attorney’s
Office.
ORDINANCE AMENDING THE PROJECT BUDGET ORDINANCE FOR THE
CITY OF WINSTON-SALEM, NORTH CAROLINA
FOR THE FISCAL YEAR 2016-2017

BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem that
the Project Budget Ordinance for the Fiscal Year 2016-2017 be amended to appropriate funds for
the Human Exploitation Rescue Operative/Internet Crimes Against Children Act (HERO/ICAC)
grant.

SECTION 1. That the Project Budget Ordinance of the City of Winston-Salem, adopted
on June 20, 2016 and amended on August 15, 2016, September 19, 2016, and October 17, 2016,
shall be further amended by changing the expenditure appropriations in the following fund.

<table>
<thead>
<tr>
<th>Special Revenue Funds</th>
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</thead>
<tbody>
<tr>
<td>Grants Fund</td>
</tr>
<tr>
<td>Public Safety Grants</td>
</tr>
<tr>
<td>Internet Crimes Against Children (ICAC) Grant $55,440</td>
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</tbody>
</table>

Total Special Revenue Funds Expenditures $55,440

SECTION 2. That the following revenues will be available to meet the above listed
appropriations.

<table>
<thead>
<tr>
<th>Special Revenue Funds</th>
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</thead>
<tbody>
<tr>
<td>Grants Fund</td>
</tr>
<tr>
<td>Public Safety Grants</td>
</tr>
<tr>
<td>North Carolina Governor’s Crime Commission $55,440</td>
</tr>
</tbody>
</table>

Total Special Revenue Funds Revenues $55,440

SECTION 3. That this amendment to the Project Budget Ordinance shall become
effective as of the date of adoption.
# City Council – Action Request Form

**Date:** November 21, 2016  
**To:** The City Manager  
**From:** Lisa M Saunders, Chief Financial Officer  
Carmen Caruth, Human Resources Director

## Council Action Requested:

Approval of:

1. Ordinance Amending Chapter 50 Related to Retirement, and
2. Resolution to Execute an Administrative Services Agreement with ICMA Retirement Corporation, and Adopt a Trust Agreement for the City of Winston-Salem General and Fire Employees’ Defined Contribution Retirement Plan.

## Summary of Information:

The proposed ordinance establishes a 401(a) defined contribution retirement plan (DC Plan) for general and fire employees effective January 1, 2017. See Exhibit A for summary of DC Plan.

The DC Plan will be provided to general and fire employees effective January 1, 2017. City Council approved establishing the DC Plan on June 20, 2016. The establishment of the DC Plan is permitted under North Carolina State Statutes §160A-163 that allows municipalities to provide voluntary supplemental retirement plans.

The attached resolution authorizes the City Manager to execute a contract with ICMA Retirement Corporation (ICMA-RC) to administer the DC Plan. The agreement is for a three year term and ICMA-RC will receive an administrative fee of .34% of plan assets.

The trust agreement for the DC Plan needs to be adopted to hold the assets of the 401(a) Plan for the Employer Contributions. The resolution authorizes the Human Resources Director to execute all necessary agreements for the administration of the plan and adoption of the trust agreement.

## Committee Action

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<th>Committee</th>
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<td>Against</td>
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</tbody>
</table>

Remarks:
General and Fire Employees' Defined Contribution Retirement Plan
Effective January 1, 2017

<table>
<thead>
<tr>
<th>Categories</th>
<th>Plan Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date:</td>
<td>January 1, 2017</td>
</tr>
<tr>
<td>Eligibility:</td>
<td></td>
</tr>
<tr>
<td>Covered Employees</td>
<td>General and Certified Fire Employees</td>
</tr>
<tr>
<td>Excluded Employees</td>
<td>Sworn Police Personnel</td>
</tr>
<tr>
<td>Plan Entry Date</td>
<td>January 1, 2017 or 1st payroll period beginning after employment for employees hired after January 1, 2017</td>
</tr>
<tr>
<td>Contributions:</td>
<td></td>
</tr>
<tr>
<td>CWS Contributions</td>
<td>2% of Total Compensation per pay period (W-2 compensation + pre-tax deductions)</td>
</tr>
<tr>
<td>Timing of Deposit</td>
<td>Each pay period</td>
</tr>
<tr>
<td>Contribution Type</td>
<td>Federal Tax Code Section 401(a)</td>
</tr>
<tr>
<td>Vesting:</td>
<td></td>
</tr>
<tr>
<td>Vesting Period</td>
<td>100% vested upon attaining 5 Years City Service including service earned prior to January 1, 2017. In the event of death, 100% vesting immediately.</td>
</tr>
<tr>
<td>Forfeitures</td>
<td>Entire account balance upon participants’ separation with less than 5 years of service.</td>
</tr>
<tr>
<td>Distribution Timing:</td>
<td></td>
</tr>
<tr>
<td>Upon Separation or Retirement</td>
<td>Immediate or Deferred to a later date (per election by participant)</td>
</tr>
<tr>
<td>Upon Death</td>
<td>100% vested immediately upon death and benefit payable to beneficiary(s) as soon as administratively feasible</td>
</tr>
<tr>
<td>Distribution Options:</td>
<td></td>
</tr>
<tr>
<td>Forms of Distribution</td>
<td>Lump sum (cash and/or rollover), installments, or any combination</td>
</tr>
<tr>
<td>Investments:</td>
<td></td>
</tr>
<tr>
<td>Participant Account</td>
<td>Employee directs investments among array of fund options (same as the City's 457(b) Plan)</td>
</tr>
<tr>
<td>Other Provisions:</td>
<td></td>
</tr>
<tr>
<td>Loans</td>
<td>NONE</td>
</tr>
<tr>
<td>Hardship Withdrawals</td>
<td>NONE</td>
</tr>
</tbody>
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1 Effective January 1, 2017, all Plan contributions will be deposited into the “stable value” fund. This fund provides safety of principal and a stated interest rate. During Q1/2017, ICMA-RC will conduct employee group meetings to describe ALL the investment options offered under the Plan. However, any time after January 1, 2017, participants will have access to their account and can immediately change the direction of the investment of contributions to be allocated among any investment funds you deem appropriate.
BE IT ORDAINED by the Mayor and the Winston-Salem City Council as follows:

Section 1: Sec. 50-187-199. Reserved.

Section 2: A new division of the Winston-Salem City Code is hereby created to read as follows:

“Division 9: Winston-Salem General and Fire Employees’ Defined Contribution Retirement Plan.”

Sec. 50-200. – Winston Salem General and Fire Employees’ Defined Contribution Retirement Plan.

(a) Pursuant to authority granted by the city council, effective January 1, 2017, general and fire employees will participate in the Winston-Salem General and Fire Employees’ Defined Contribution Retirement Plan (the “plan”), under which the city will make retirement plan contributions to eligible employees. The plan shall be governed by Sec. 50-201 –207 below.

(b) In accordance with the provisions of section 401(a) of the Internal Revenue Code, the city establishes the 401(a) plan effective January 1, 2017.

(c) Prior to the satisfaction of all liabilities, contingent or otherwise, with respect to the participants and their beneficiaries, it shall be impossible for any part of the trust fund to be used for or diverted to any purpose other than the exclusive benefit of the participants or their beneficiaries, whether by operation or natural termination of the 401(a) plan, by power of revocation or amendment, by the happening of a contingency, by collateral arrangement or any other means; provided, that the city council hereby reserves the right to amend, revoke or terminate the 401(a) plan and trust at any time, but any such amendment, revocation or termination shall not have the effect of diverting the corpus or income of the trust fund other than for the exclusive benefit of the participants and their beneficiaries until all liabilities with respect to participants and their beneficiaries under the 401(a) plan have been satisfied, in which case any balance remaining in the trust fund shall revert to the city. Upon termination of the 401(a) plan or complete discontinuance of contributions to the 401(a) plan, all contributions shall cease, and each participant shall become fully vested in his or her account balance as of the date of such termination, which shall be distributed as soon as administratively practicable following the date of such termination.

Sec. 50-201. – Definitions.

The following words, terms and phrases, when used with respect to the 401(a) plan, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
Administrator shall have the meaning specified in Sec. 50-32.

Account Balance means the bookkeeping account maintained with respect to each participant pursuant to Sec. 202(g).

Beneficiary means the person designated in writing by a participant who is entitled to receive benefits under the 401(a) plan after the participant’s death. A participant’s beneficiary designation may include one or more contingent beneficiaries; provided, that if a participant’s beneficiary dies prior to asserting a written claim for any death benefits, or if a participant fails to designate a beneficiary, then any death benefit shall be payable to the participant’s surviving spouse, or if none, to the participant’s estate. If a beneficiary who is receiving or entitled to receive a distribution from the 401(a) plan dies before receiving all distributions due to him or her, any remaining payments shall be made to the participant’s contingent beneficiary, or if none, to the beneficiary’s estate.

Compensation means all eligible remuneration payable to an employee. Eligible remuneration is to be defined in a manner consistent with the North Carolina Local Governmental Employees’ Retirement System (“state plan”). Should any remuneration issue arise that is not addressed by the state plan, the administrator will make a written ruling on the procedural treatment of said remuneration.

Contributions means the contributions made by the city pursuant to Sec. 50-202.

Employee means an individual regularly in the employ of the city as a full-time general or certified fire employee, specifically including any city elected official or other individual in an elective position, and specifically excluding (1) any employees designated as being on the “Police Pay Plan”; (2) the Chief of Police, and (3) any employee identified as part-time scheduled to work less than 30 hours per week over a period of six consecutive months.

Normal retirement age means the earlier of (a) age 65 with five years of service, (b) age 60 with 20 years of service, or (c) the completion of 30 years of service.

Participant means an employee for whom the city is making contributions under the plan or for whom the city previously contributed under the plan and who has not received a distribution of his or her entire account balance under the plan.

Plan year shall mean the calendar year.

Qualified military service shall mean service in the uniformed services of the United States by an individual entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

Severance from employment means the date a participant dies, retires, or otherwise has a severance from employment with the city, as determined by the administrator. A participant whose employment is interrupted by qualified military service shall be deemed severed from employment until such time as he or she is reemployed following such qualified military service.
Trust agreement means the written agreement made by and between the city and the trustee under which the trust fund is maintained.

Trust fund means the fund created under and subject to the trust agreement.

Trustee means the trustee duly appointed and currently serving under the trust agreement.

Valuation date means each business day.

Year of service means a year of service as defined under the North Carolina Local Governmental Employees’ Retirement System (the “state plan”).

Sec. 50-202. – Participation and Contributions.

(a) Each employee shall become a participant on the later of (1) January 1, 2017, or (2) the first day of the payroll period beginning immediately after the date he or she is first employed as an employee.

(b) The city shall contribute two percent (2%) of each participant’s compensation to the plan for each payroll period during which such participant is duly employed by the city and is an employee, as defined in Section 50-201.

(c) The city’s contributions shall be made prior to or as of each payroll period and shall be transferred to the trust fund within a reasonable period of time.

(d) Contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with section 414(u) of the Internal Revenue Code. The city shall make contributions to any participant who is called to qualified military service and who receives differential pay, as defined in section 3401(h)(2) of the Internal Revenue Code. The plan shall not be treated as failing to satisfy the requirements of section 414(u)(1)(C) of the Internal Revenue Code by reason of any contribution or benefit based on such differential pay.

(e) Amounts forfeited pursuant to Sec. 50-204 shall be used by not later than the end of the following plan year to reduce future contributions by the city or to defray plan expenses.

(f) Contributions with respect to a participant shall cease if he or she is transferred to another job with the city in non-eligible employee status as set forth in the definition of “Employee” under Sec. 50-201.

(g) The administrator shall maintain or cause to be maintained an individual account balance for each participant. As of each valuation date, each participant’s account balance shall be credited with any city contributions paid into the trust fund, debited with any applicable administrative or investment expenses, credited or debited with investment gains or losses, as appropriate, and debited with the amount of any distribution. Each participant shall be notified in writing of his or her account balance at least once a year.

Sec. 50-203. – Maximum Contributions.
Notwithstanding the provisions of Sec. 50-202, in no event shall annual additions to a participant’s account balance exceed the amount permitted by the applicable requirements of section 415 of the Internal Revenue Code and other applicable laws and regulations thereunder, the provisions of which are incorporated herein by reference. Each tax-qualified benefit plan to which the city makes contributions for employees shall be considered a separate plan.

Sec. 50-204. – Vesting and Distributions.

(a) Each participant shall be fully vested in his or her account balance upon the earliest of (1) completing five years of service, (2) his or her normal retirement age, or (3) his or her date of death. If a participant’s severance from employment occurs before he or she is vested under one of the foregoing conditions, then the participant shall have no vested interest in his or her account balance, which shall be forfeited upon the date of his or her severance from employment.

(b) Upon severance from employment for reasons other than death, a participant is entitled to receive a distribution of his or her account balance under any form of distribution provided in this section commencing as provided below. If a participant does not elect otherwise, the distribution shall be paid in a lump sum as soon as practicable following the later of normal retirement age or actual severance from employment.

(c) Distribution to a participant may commence immediately if the participant incurs a severance from employment (but not later than the participant’s required beginning date, as defined in subsection (i)). A participant may elect to commence distribution of benefits at any time after severance from employment by a written notice to the administrator filed at least 30 days before the date on which benefits are to commence.

(d) In his or her election to commence distribution of his or her account balance, a participant entitled to distribution of benefits may elect to receive payment in any of the following forms of distribution:

(1) a lump sum payment of the total account balance;
(2) annual installments through the year of the participant’s death. The amount payable each year shall be equal to a fraction of the account balance determined at the end of the immediately preceding year equal to one divided by the distribution period set forth in the Uniform Lifetime Table in section 1.401(a)(9)-9, A-2 of the Treasury regulations for the participant’s age on his or her birthday for such year. If the participant’s age is less than age 70, the distribution period is 27.4 plus the number of years that the participant’s age is less than 70. A participant may elect for this annual payment to be made in monthly or quarterly installments, and a participant may elect to receive distribution of an amount larger than the amount determined by the foregoing formula.
(3) any combination of the foregoing forms of distribution.

(e) A participant’s account balance shall be paid to his or her beneficiary no later than the last day of the calendar year following the calendar year of a participant’s death. The beneficiary of a participant who dies while performing qualified military service shall be entitled to any additional benefit (other than benefit accruals relating to the period of qualified military
service) provided under the plan had the participant resumed and then terminated employment on account of death, but only as and to the extent required by section 401(a)(37) of the Internal Revenue Code. Alternatively, if the participant’s beneficiary is a natural person, the beneficiary may elect to receive annual installments calculated in a manner similar to installments under subsection (d) above, but with the distribution period determined under this paragraph. If the beneficiary is the participant’s surviving spouse, the distribution period is equal to the beneficiary’s life expectancy determined using the single life table in section 1.401(a)(9)-9, A-1 of the Treasury regulations for the spouse’s age on the spouse’s birthday for that year. If the beneficiary is not the participant’s surviving spouse, the distribution period is equal to the beneficiary’s life expectancy determined in the year following the year of the participant’s death using the single life table in section 1.401(a)(9)-9, A-1 of the Treasury regulations for the beneficiary’s age on the beneficiary’s birthday for that year, reduced by one for each year that has elapsed since that year. A beneficiary may elect to receive distribution of an amount larger than the amount determined by the foregoing formula for any year.

(f) Notwithstanding the above provisions of this section, if the amount of a participant’s account balance does not exceed $1,000 on the date that payments begin under subsection (c) or on the date of the participant’s death, then payment shall be made to the participant (or beneficiary) in a lump sum equal to the amount of the participant’s account balance as soon as practicable following the participant’s severance from employment.

(g) Except as provided in subsection (d), the amount of any payment under this section shall be based on the amount of a participant’s account balance on the preceding valuation date.

(h) Any election made under this section may be revoked and a new election may be made at any time.

(i) Notwithstanding any other provision of the plan to the contrary, distributions under the plan will be made, or begin to be made, not later than a participant’s required beginning date in accordance with a good faith interpretation of section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirements of section 401(a)(9)(G) of the Internal Revenue Code and the Treasury regulations thereunder. For this purpose, the “required beginning date” means April 1 following the calendar year in which the participant reaches age 70½ or in which the participant retires, if later.

(j) Notwithstanding any provision of the plan to the contrary that otherwise would limit an election under this subsection (j), a distributee may elect, at the time and in the manner prescribed by the administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For this purpose, an “eligible rollover distribution” is any distribution of all or a portion of the amount to the credit of the distributee, excluding: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee’s designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). An “eligible retirement plan” is an individual retirement account described...
in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, a qualified plan described in section 401(a) of the Internal Revenue Code, an annuity contract described in section 403(b) of the Internal Revenue Code, or an eligible plan under section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that accepts the distributee’s eligible rollover distribution. A “distributee” means a participant or former participant, or a participant’s or former participant’s surviving spouse or spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code. A “direct rollover” is payment by the 401(a) plan to the eligible retirement plan specified by the distributee. A nonspouse beneficiary of a deceased participant may elect, at the time and in the manner prescribed by the administrator, to directly roll over any portion of such beneficiary’s distribution from the 401(a) plan in conformity with the provisions of section 402(c)(11) of the Internal Revenue Code.

(j) To the extent required by law, income and other taxes shall be withheld from each benefit payment, and payments shall be reported to the appropriate governmental agency or agencies.

Sec. 50-205. – Trust Fund.

All contributions, all property and rights purchased with contributions, and all income attributable to such contributions, property or rights shall be held and invested in the trust fund in accordance with the plan and the trust agreement. The trust fund, and any subtrust established under the plan, shall be established pursuant to a written agreement that constitutes a valid trust under the laws of the State of North Carolina. The trustee shall ensure that all investments, amounts, property and rights held under the trust fund are held for the exclusive benefit of participants and their beneficiaries and defraying reasonable costs of the plan and trust fund.

Sec. 50-206. – Investments.

(a) The city shall have the sole discretion to select one or more investment options to be offered under the plan. These investment options may include, but are not limited to, specified annuity contracts or investment media issued by an insurance company, registered mutual funds, common and collective trust funds, and bank-issued investment contracts. The trustee shall hold title to all such investment options.

(b) Each participant (or beneficiary or alternate payee) may direct investment of his or her account balance among the investment options designated by the city. A participant’s right to transfer his or her account balance into or out of any investment option shall be subject to any timing or other restrictions imposed on participants by the provider of the applicable investment option. A participant’s right to direct the investment of his or her account shall apply only to making selections to the extent specified by the administrator under uniform rules applicable to all participants. Effective January 1, 2017, all Plan contributions will be deposited into the “stable value” fund. However, any time after January 1, 2017, participants will have access to their account and can immediately change the direction of the investment of contributions and existing account balances to be allocated among any investment funds available under the plan. Neither the city, the administrator, the trustee nor any other person shall be liable for any loss incurred by reason of following a participant’s investment direction or
by reason of any reasonable administrative delay in implementing such direction. The city may from time to time change the investment options made available under the plan.
Sec. 50-207. – Miscellaneous.

(a) Except as provided in subsections (b) and (c) below, no amount payable to or held under the plan for the benefit of any participant or other person entitled to benefits under the plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge; nor shall any amount payable to or held under the plan for the benefit of any participant or other person be in any manner liable for his debts, contracts, liabilities, engagement or torts, or be subject to any legal process to levy upon or attach.

(b) Notwithstanding the provisions of subsection (a) above, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse, former spouse, child or other dependent of a participant is made pursuant to the domestic relations law of any state (“domestic relations order”), then the applicable amount of the participant’s vested account balance shall be paid in the manner and to the person or persons directed in the domestic relations order. Such payment may be made without regard to whether the participant otherwise is eligible for a distribution of benefits under the plan.

(c) Notwithstanding the provisions of subsection (a) above, the administrator may pay from a participant’s or beneficiary’s account balance the amount that the administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to the participant or beneficiary or is sought to be collected by the United States government under a judgment resulting from an unpaid tax assessment against the participant or beneficiary.

(d) If any contribution or portion thereof is made to the plan by a good faith mistake of fact, then within one year after the payment of the contribution and upon receipt in good order of a proper request approved by the administrator, the amount of the mistaken contribution (adjusted for any income or loss in value allocable thereto) shall be returned to the city.”

Section 3: This ordinance shall become effective January 1, 2017.
RESOLUTION TO EXECUTE AN ADMINISTRATIVE SERVICES AGREEMENT WITH ICMA RETIREMENT CORPORATION AND ADOPT A TRUST AGREEMENT FOR THE CITY OF WINSTON-SALEM GENERAL AND FIRE EMPLOYEES’ DEFINED CONTRIBUTION RETIREMENT PLAN

WHEREAS, the City of Winston-Salem General and Fire Employees’ Defined Contribution Retirement Plan will be established effective January 1, 2017; and

WHEREAS, the City desires to adopt a trust agreement in order to hold the assets of the 401(a) Plan for Employer Contributions; and

WHEREAS, ICMA Retirement Corporation (ICMA-RC) is the City’s current 457(b) Deferred Compensation Plan and Winston-Salem Police Officers’ Defined Contribution 401(a) and 457(b) provider; and

WHEREAS, ICMA-RC has agreed to administer the Winston-Salem General and Fire Employees’ Defined Contribution Retirement Plan consistent with current fees, terms, and investment options offered to participants in the City’s 457(b) Deferred Contribution Plan and Winston-Salem Police Officers’ Defined Contribution 401(a) and 457(b) Plan; and

WHEREAS, the agreement with ICMA-RC will commence on the inception date and extend three years from that date and ICMA-RC shall receive an administrative fee from plan assets of .34%; and

WHEREAS, the Human Resources Director of the City of Winston-Salem shall be the coordinator for this program and is authorized to execute all necessary agreements with the administration of the 401(a) plan and the adoption of the trust agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem, the City Manager is authorized to execute an Administrative Services Agreement with ICMA-RC, and the Human Resources Director is authorized to execute all necessary agreements with the administration of the Winston-Salem General and Fire Employees’ Defined Contribution Retirement Plan and adoption of the trust agreement.
City Council – Action Request Form

Date: October 26, 2016
To: The City Manager
From: W. L. Mayo, Fire Chief

Council Action Requested:

Consideration of a Resolution Authorizing the City Manager to enter into an Agreement with The Mobile Doc, PLLC for the provision of medical evaluation services for certain candidates for Fire Department employment

Summary of Information:

The City of Winston-Salem currently contracts with The Mobile Doc, PLLC (“Mobile Doc”) for annual physical examinations and other medical services for certain Fire Department employees as is recommended by the National Fire Protection Association (NFPA).

The Fire Department is recommending that the City enter into an additional agreement with Mobile Doc for the provision of pre-employment NFPA physical examinations and medical evaluation services for candidates for employment in the following positions: firefighter; fire investigator; fire inspector; and deputy fire marshal. This recommendation is based on Mobile Doc’s familiarity with the NFPA recommendations for fire department physicals, experience with conducting the more complex NFPA physicals for current staff and ability to provide these services on site in a mobile unit which increases convenience for the individuals receiving these services.

The accompanying resolution authorizes the City Manager to enter into a multi-year agreement with The Mobile Doc, PLLC for these necessary Fire Department pre-employment medical services at a cost not to exceed $16,000 for the first year. Further, the resolution authorizes the City Manager to extend the contract for up to an additional two years if the services provided remain substantially the same and if any increase in the amount of the contract price for an additional year does not exceed 3% and if municipal funds are available for this purpose.

Committee Action

For
Against

Remarks:
RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MOBILE DOC, PLLC FOR THE PROVISION OF MEDICAL EVALUATION SERVICES FOR CANDIDATES FOR CERTIFIED EMPLOYMENT

WHEREAS, The Mobile Doc, PLLC (“Mobile Doc”) currently serves as the designated Winston-Salem Fire Department physician, performing a number of medical services for the Fire Department, including conducting annual National Fire Protection Association (NFPA) physicals for certain Fire Department employees pursuant to a contract for services; and

WHEREAS, Fire Department staff recommends that the City enter into an additional contract with the Mobile Doc for the provision of NFPA-compliant pre-employment medical evaluation services for candidates for employment in the following positions: firefighter; fire investigator; fire inspector and deputy fire marshal; and

WHEREAS, under the terms of the proposed contract, the Mobile Doc would provide said services for a period of up to three years at a cost not to exceed $16,000 for the first year; and

WHEREAS, under the terms of the proposed contract, the City may elect to extend the contract past the first year for up to two additional one-year terms, as long as the services provided in those additional one-year terms are substantially the same and that any cost increase for an additional one-year term will be based on the Consumer Price Index and will not exceed 3% per year and that municipal funds are available for this purpose; and

WHEREAS, the Fire Department’s recommendation is based both on the Mobile Doc’s experience in conducting the more complex medical evaluations recommended by NFPA, experience in conducting said evaluations and providing other medical services to the Winston-
Salem Fire Department and Mobile Doc’s ability to provide said services on site with a mobile unit, increasing convenience for those candidates for employment receiving said services; and

WHEREAS, funds are budgeted for these services in the Fire Department.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Winston-Salem City Council, that the City Manager is hereby authorized to enter into a multi-year agreement with the Mobile Doc, PLLC to provide the aforementioned services at a cost not to exceed $16,000 for the first year.

BE IT FURTHER RESOLVED, that the City Manager is authorized to extend the agreement annually for up to an additional two years provided that the aforementioned requirements for extension are met.

BE IT FURTHER RESOLVED, that this resolution is effective upon adoption.
City Council – Action Request Form

Date: November 21, 2016

To: The City Manager

From: Jerry Bates, Purchasing Director

Council Action Requested:

Adoption of Resolution Awarding Contract for Ready Mixed Concrete.

Summary of Information:

On October 18, 2016, bids were accepted for ready mixed concrete to be ordered as needed for Recreation and Parks Department and Streets Division during the period January 1, 2017 through December 31, 2017. A summary of the bids received are listed below.

<table>
<thead>
<tr>
<th>City/State</th>
<th>Company Name</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winston-Salem, NC</td>
<td>Hartley Ready Mix Concrete Mfg., Inc.</td>
<td>$289,425</td>
</tr>
<tr>
<td>Burlington, NC</td>
<td>Chandler Concrete Company, Inc.</td>
<td>$331,975</td>
</tr>
</tbody>
</table>

Unit prices are shown on Exhibit A following the Resolution. Because ready mixed concrete is usually purchased in large volumes, the estimated total amount of each bid is computed using prices bid for quantities of more than four yards.

The FY 2016-17 operations budget of the Recreation and Parks Department and Streets Division includes appropriate funds for this purchase of ready mixed concrete. It is recommended that a contract be awarded to Hartley Ready Mix Concrete Mfg., Inc. in the estimated amount of $289,425.

M/WBE comment: There are no known area minorities or women-owned companies that manufacture this product.

Workforce Demographics: See Exhibit B

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
RESOLUTION AWARDING CONTRACT FOR READY MIXED CONCRETE

WHEREAS, after due advertisement, bids were accepted by the Purchasing Department at 10:00 a.m. on Tuesday, October 18, 2016, for the purchase of ready mixed concrete to be ordered as needed for Recreation and Parks Department and Streets Division during the period January 1, 2017 through December 31, 2017. Listed below is a summary of the bids received:

<table>
<thead>
<tr>
<th>City/State</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hartley Ready Mix Concrete Mfg., Inc. Winston-Salem, NC</td>
<td>$289,425</td>
</tr>
<tr>
<td>Chandler Concrete Company, Inc. Burlington, NC</td>
<td>331,975</td>
</tr>
</tbody>
</table>

WHEREAS, it is the recommendation of the Finance Committee that a contract be awarded to Hartley Ready Mix Concrete Mfg., Inc. in the estimated amount of $289,425.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem, that a contract for the purchase of ready mixed concrete to be ordered as needed for Recreation and Parks Department and Streets Division during the period January 1, 2017 through December 31, 2017, is hereby awarded to Hartley Ready Mix Concrete Mfg., Inc. in the estimated amount of $289,425 and that all other bids are rejected. The City Manager and City Secretary are hereby authorized to execute the contract on behalf of the City, contract forms to be approved by the City Attorney.

BE IT FURTHER RESOLVED that the award of this contract constitutes a preliminary determination as to the qualifications of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City.

BE IT FURTHER RESOLVED that funds have been previously appropriated and are available in various accounts to cover the cost of this contract.
## READY MIXED CONCRETE

<table>
<thead>
<tr>
<th>Hartley Ready Mix Concrete Mfg., Inc.</th>
<th>Chandler Concrete Company, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Delivered Prices</strong></td>
<td></td>
</tr>
<tr>
<td>5 CY 2000 Plain Delivery</td>
<td>$111</td>
</tr>
<tr>
<td>10 CY 2500 Plain Delivery</td>
<td>111</td>
</tr>
<tr>
<td>200 CY 3000 Plain Delivery</td>
<td>113</td>
</tr>
<tr>
<td>10 CY 4000 Plain Delivery</td>
<td>116</td>
</tr>
<tr>
<td>150 CY State B Curb/Gutter-3000 Psi</td>
<td>118</td>
</tr>
<tr>
<td>20 CY State B Curb/Gutter-4000 Psi</td>
<td>122</td>
</tr>
<tr>
<td>30 CY 100 Psi Flowable Fill</td>
<td>115</td>
</tr>
<tr>
<td>30 Yds 5000 Psi</td>
<td>124</td>
</tr>
<tr>
<td>20 Yds Fast-Track/24 Hr Mix</td>
<td>153</td>
</tr>
<tr>
<td>30 Yds Straight Cement Mix</td>
<td>$3.00 yd</td>
</tr>
</tbody>
</table>

| **Pick-Up Prices**                   |                                  |
| 20 CY 2000 Plain                     | $95  | NB   | $104 | NB   |
| 80 CY 2500 Plain                     | 97   | NB   | 105  | NB   |
| 1050 CY 3000 Plain                   | 97   | NB   | 106  | NB   |
| 20 CY 4000 Plain                     | 101  | NB   | 110  | NB   |
| 500 CY State B-3000 Curb/Gutter     | 102  | NB   | 111  | NB   |
| 500 CY State B-4000 Curb/Gutter     | 106  | NB   | 115  | NB   |
| 100 CY 100 Psi                       | 100  | NB   | 100  | NB   |
| 30 Yds 5000 Psi                      | 108  | NB   | 117  | NB   |
| 20 Yds Fast-Track/24hour Mix         | 134  | NB   | 550  | NB   |
| 30 Yds Straight Cement Mix           | 3    | NB   | 2    | NB   |

Total Bid Items 1-20 Based on Estimated Quantities
- Hartley Ready Mix Concrete Mfg., Inc.: $289,425
- Chandler Concrete Company, Inc.: $331,975
### WORKFORCE DEMOGRAPHICS

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>21</td>
<td>3</td>
</tr>
<tr>
<td>Female</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Race/Ethnic Identification</th>
<th>White</th>
<th>African-American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Native-American</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>23</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>African-American</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Native-American</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.
Materials for this item will be provided next week.
City Council – Action Request Form

Date: November 21, 2016

To: The City Manager

From: Barry D. Rountree, Chief of Police
Jerry Bates, Purchasing Director

Council Action Requested:
Adoption of Resolution Awarding Contract for Taser Axon Body-Worn Cameras and Taser Weapons.

Summary of Information:
The Winston-Salem Police Department (WSPD) currently has two separate contracts through Taser International, Inc. for Taser Axon body-worn cameras and Taser conducted electrical weapons (CEW). Both contracts covering body-worn cameras and Taser weapons are approaching warranty expirations and must be replaced. Taser International, Inc. has offered to consolidate both contracts into one bundled contract creating simplification and discounted costs for new equipment, hardware and licenses. By bundling the contracts into a five year Officer Safety Plan, the Department minimizes the cost of outfitting 407 officers with both body-worn cameras and Smart Weapons.

The benefits of the Officer Safety Plan include equipment upgrades with one Smart Weapon upgrade, two Axon camera upgrades, full warranty, repair and replacement coverage, and unlimited Evidence.com storage for $99 per month per officer. The new X2 CEW’s will be equipped with Signal Performance Power Magazines which utilize Bluetooth technology to auto-activate Axon body-worn cameras and future in-car systems when the weapon is powered on. The single-unit on-officer cameras now feature upgraded capabilities like unlimited HD video, Wi-Fi video offload and industry-leading security enhancements. The hardware supports full wireless connectivity for triggering, streaming, and integration with the industry-leading suite of mobile and cloud applications. The contract terms are specifically designed to maintain all equipment (both camera and CEW) for the life of the contract. CEW’s are recommended for replacement at the end of the 5 year term and the new cameras are replaced twice during the contract, every 2 ½ years, consistent with their lifespan.

To account for the $346,300 increase, the following bullet points explain the increase:
• The contract bundles Smart Weapons with the Axon body-worn cameras as the old contract was strictly cameras, and the Smart Weapons automatically activate the cameras during a Use of Force or when the Smart Weapon is activated. The new cameras will be next generation models with a host of technological enhancements.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
• There is no longer a restriction on storage plan and all body-worn cameras have unlimited storage in Evidence.com.
• This would provide the ability for Computer Aided Dispatch integration to improve accuracy with labeling officer’s videos and automatically linking the footage to an incident to store in Evidence.com and reduce human error.
• The contract includes 81.4 terabytes of free storage that is not associated with body-worn cameras; digital photographs, audio and so forth.
• Expanding the plan to 407 users to include school resource officers and some specialized units.

It is the recommendation of WSPD that a five year Officer Safety Plan contract be awarded to Taser International, Inc. with the initial year to outfit 407 officers with new next generation Taser Axon body-worn cameras and Taser weapons at a cost of $588,510 and licenses, storage, and warranties at a cost of $683,270 for a total award amount of $1,271,780. The equipment purchase of $588,510 will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget. The first year operating impact, for licenses, storage, and warranties through the Taser Assurance Plan and Officer Safety Plan, in the amount of $683,270, will be paid from budgeted and carried over funds in the FY 2016-17 WSPD operating budget. These funds were budgeted for the multiple body-worn camera contracts getting consolidated under the new agreement with Taser International, Inc. Each of the remaining four years’ operating expense for the above will cost $824,340 annually, an increase of $346,300 to what is currently budgeted, and would be added to future year budgets making the total contract award amount of $4,569,140.

This recommendation is based upon provisions of N.C.G.S. 143-129(e). Under these provisions, the formal bid requirements do not apply to purchases of apparatus, supplies, materials, or equipment when: a needed product is available from only one source of supply; or when standardization or compatibility is the overriding consideration.

Workforce Demographics: See Exhibit A
RESOLUTION AWARDING CONTRACT FOR  
TASER AXON BODY-WORN CAMERAS AND TASER WEAPONS 

WHEREAS, the Winston-Salem Police Department has a need to replace several Taser Axon body-worn cameras and Taser weapons which are approaching expiration and must be removed from service; and 

WHEREAS, G.S. 143-129(e) provides that formal bid procedures “shall not apply to purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available; when a needed product is available from only one source of supply; or when standardization or compatibility is the overriding consideration”; and 

WHEREAS, Taser International, Inc., the manufacturer and sole distributor for Taser Axon body-worn cameras and Taser conducted electrical weapon, has submitted a quotation for a five year Officer Safety Plan contract with the initial year to outfit 407 officers with new next generation Taser Axon body-worn cameras and Taser weapons including the power magazines, holsters, and cartridges at a cost of $588,510 and licenses, storage, and warranties at a cost of $683,270 for a total award amount of $1,271,780 and each of the remaining four years’ operating expense to cost $824,340 annually making the total contract award amount of $4,569,140; and 

WHEREAS, it is the recommendation of the Finance Committee that a contract for a five year Officer Safety Plan with the initial year to outfit 407 officers with new next generation Taser Axon body-worn cameras and Taser weapons including the power magazines, holsters, and cartridges at a cost of $588,510 and licenses, storage, and warranties at a cost of $683,270 for a total amount of $1,271,780 and each of the remaining four years’ operating expense to cost $824,340 annually making the total contract award amount of $4,569,140 to be awarded to Taser International, Inc. 

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of
Winston-Salem that a contract for a five year Officer Safety Plan contract with the initial year to outfit 407 officers with new next generation Taser Axon body-worn cameras and Taser weapons including the power magazines, holsters, and cartridges at a cost of $588,510 and licenses, storage, and warranties at a cost of $683,270 for a total amount of $1,271,780 and each of the remaining four years’ operating expense to cost $824,340 annually making the total contract award amount of $4,569,140 is hereby awarded to Taser International, Inc.

**BE IT FURTHER RESOLVED** that the award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City.

**BE IT FURTHER RESOLVED** that the purchase is included in the FY 2016-17 capital budget and will be financed through the North Carolina Municipal Leasing Corporation with funding for the lease payments available in the FY 2016-17 General Fund budget.

**BE IT FURTHER RESOLVED** that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
## WORKFORCE DEMOGRAPHICS

<table>
<thead>
<tr>
<th>Gender</th>
<th>Race/Ethnic Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>White</td>
</tr>
<tr>
<td>371</td>
<td>445</td>
</tr>
<tr>
<td>Female</td>
<td>246</td>
</tr>
</tbody>
</table>

% of Total: 60.1% Male, 39.9% Female

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.
City Council – Action Request Form

Date: November 21, 2016

To: The City Manager

From: Jerry Bates, Purchasing Director

Council Action Requested:

Adoption of Resolution Awarding Purchase Order for Asphalt Distributors.

Summary of Information:

On October 18, 2016, bids were accepted for the purchase of two asphalt distributors intended for use by the DOT/Streets Division of the Public Works Department as scheduled replacements for equipment that has exceeded its useful life and has regular down time with excessive maintenance and costly repairs. See Exhibit A following the Resolution for vehicle replacement information, a detailed bid tabulation, and workforce demographics. Summary of bids received:

<table>
<thead>
<tr>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triad Freightliner of Greensboro, Inc.</td>
<td>Greensboro, NC</td>
<td>$173,113.00</td>
</tr>
<tr>
<td>White’s Tractor and Truck Co., LLC</td>
<td>Greensboro, NC</td>
<td>175,594.65</td>
</tr>
</tbody>
</table>

The City’s FY 2016-17 capital equipment budget includes $346,400 for this purchase; therefore, it is recommended that a purchase order be awarded to Triad Freightliner of Greensboro, Inc., low bidder meeting specifications, for the purchase of two asphalt distributors in the total bid amount of $346,226 and that all other bids are rejected.

The purchase of this equipment will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget.

M/WBE comment: There are no M/WBE dealers who offer this equipment.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
RESOLUTION AWARDING PURCHASE ORDER FOR ASPHALT DISTRIBUTORS

WHEREAS, after due advertisement, bids were received and publicly opened by the City/County Purchasing Department at 12:00 p.m., October 18, 2016, for the purchase of two asphalt distributors as scheduled replacements; and the following bids were received:

<table>
<thead>
<tr>
<th>Entity</th>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triad Freightliner of Greensboro, Inc.</td>
<td>Greensboro, NC</td>
<td>$173,113.00</td>
<td>$346,226.00</td>
</tr>
<tr>
<td>White’s Tractor and Truck Co., LLC</td>
<td>Greensboro, NC</td>
<td>$175,594.65</td>
<td>$351,189.30</td>
</tr>
</tbody>
</table>

WHEREAS, City’s FY 2016-17 capital equipment budget includes $346,400 for this purchase; therefore, it is the recommendation of the Finance Committee that a purchase order be awarded to Triad Freightliner of Greensboro, Inc. for the purchase of two asphalt distributors per bid specifications at $173,113 each for the total bid amount of $346,226.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a purchase order for two asphalt distributors per bid specifications at $173,113 each is hereby awarded to Triad Freightliner of Greensboro, Inc. in the total bid amount of $346,226 and that all other bids are rejected.

BE IT FURTHER RESOLVED that the award of this purchase order constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the purchase order until the purchase order is duly executed by the City.

BE IT FURTHER RESOLVED that the purchase is included in the FY 2016-17 capital budget and will be financed through the North Carolina Municipal Leasing Corporation with funding for the lease payments available in the FY 2016-17 General Fund budget.

BE IT FURTHER RESOLVED that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
EXHIBIT A

Equipment Replacement Information
Asphalt Distributors

<table>
<thead>
<tr>
<th>Vehicle#</th>
<th>828</th>
<th>831</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>1997</td>
<td>1994</td>
</tr>
<tr>
<td>Make</td>
<td>International</td>
<td>Ford</td>
</tr>
<tr>
<td>Model</td>
<td>F700 ETN 2000</td>
<td>F700 ETN 2000</td>
</tr>
<tr>
<td>Mileage</td>
<td>32,655</td>
<td>50,446</td>
</tr>
<tr>
<td>Acquired Cost</td>
<td>$83,660.79</td>
<td>$73,946.40</td>
</tr>
<tr>
<td>Maintenance and Repairs</td>
<td>$61,604.97</td>
<td>$26,269.20</td>
</tr>
</tbody>
</table>

Asphalt Distributors - Quantity 2

Bid Tabulation

<table>
<thead>
<tr>
<th>Business</th>
<th>Price Each</th>
<th>Price for 2</th>
<th>Chassis Manufacturer/Model</th>
<th>Body Manufacturer/Model</th>
<th>Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triad Freightliner of Greensboro, Inc.</td>
<td>$173,113.00</td>
<td>$346,226.00</td>
<td>Freightliner/108SD</td>
<td>Rosco/Maximizer</td>
<td>180</td>
</tr>
<tr>
<td>White's Truck and Tractor, LLC</td>
<td>$175,594.65</td>
<td>$351,189.30</td>
<td>International/7400</td>
<td>Rosco/Maximizer</td>
<td>140</td>
</tr>
</tbody>
</table>

Workforce Demographics

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>106</td>
<td>3</td>
</tr>
<tr>
<td>African-American</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Native-American</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>112</td>
<td></td>
</tr>
</tbody>
</table>

% of Total

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>87.5%</td>
<td>12.5%</td>
</tr>
<tr>
<td>African-American</td>
<td>94.6%</td>
<td>2.7%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>2.7%</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Native-American</td>
<td>0.0%</td>
<td></td>
</tr>
</tbody>
</table>

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.
City Council – Action Request Form

Date: November 21, 2016
To: The City Manager
From: Jerry Bates, Purchasing Director

Council Action Requested:
Adoption of Resolution Awarding Purchase Order for Mid-Size SUV Crossovers.

Summary of Information:
The Inspections Division of the Planning and Development Services Department has a need to purchase five four wheel drive mid-size vehicles as scheduled replacements for vehicles which have exceeded their useful life. These vehicles will allow access in all weather conditions to development sites and better equip staff to provide emergency and after-hour services.

On October 5, 2016, bids were accepted for the purchase of five mid-size SUV Crossovers. See Exhibit A following the Resolution for replacement information, a detailed bid tabulation and demographics information. Summary of bids received:

<table>
<thead>
<tr>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Nissan of Wilmington, Inc.</td>
<td>Wilmington, NC</td>
<td>$25,454.55</td>
</tr>
<tr>
<td>Modern Automotive Network, LLC</td>
<td>Winston-Salem, NC</td>
<td>26,021.00</td>
</tr>
<tr>
<td>Ben Mynatt Chevrolet, Inc.</td>
<td>Concord, NC</td>
<td>26,182.59</td>
</tr>
<tr>
<td>Sutherlin Nissan Mall of Georgia, LLC</td>
<td>Buford, GA</td>
<td>27,729.00</td>
</tr>
<tr>
<td>Capital Ford, Inc.</td>
<td>Raleigh, NC</td>
<td>28,230.00</td>
</tr>
<tr>
<td>Asheville Ford, LLC</td>
<td>Asheville, NC</td>
<td>28,843.72</td>
</tr>
<tr>
<td>Ginn Chrysler Jeep Dodge, LLC</td>
<td>Covington, GA</td>
<td>29,310.00</td>
</tr>
<tr>
<td>Parkway Ford Lincoln of Lexington, LLC</td>
<td>Lexington, NC</td>
<td>30,213.32</td>
</tr>
</tbody>
</table>

The City’s FY 2016-17 capital equipment budget includes $135,000 for this purchase; therefore, it is recommended that a purchase order be awarded to Capital Nissan of Wilmington, Inc., low bidder meeting specifications, for the purchase of five 2016 Nissan Pathfinders in the total bid amount of $127,272.75 and that all other bids are rejected.

The purchase of these vehicles will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget.

M/WBE comment: A notice was sent to Tindol Ford, Inc, a woman-owned business enterprise but they failed to submit a bid.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
RESOLUTION AWARDING PURCHASE ORDER FOR MID-SIZE SUV CROSSOVERS

WHEREAS, after due advertisement, bids were received and publicly opened by the City/County Purchasing Department at 12:00 p.m., October 5, 2016, for the purchase of five mid-size SUV Crossovers as recommended replacement vehicles; and the following bids were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Nissan of Wilmington, Inc.</td>
<td>Wilmington, NC</td>
<td>$25,454.55</td>
<td>$127,272.75</td>
</tr>
<tr>
<td>Modern Automotive Network, LLC</td>
<td>Winston-Salem, NC</td>
<td>$26,021.00</td>
<td>$130,105.00</td>
</tr>
<tr>
<td>Ben Mynatt Chevrolet, Inc.</td>
<td>Concord, NC</td>
<td>$26,182.59</td>
<td>$130,912.95</td>
</tr>
<tr>
<td>Sutherlin Nissan Mall of Georgia, LLC</td>
<td>Buford, GA</td>
<td>$27,729.00</td>
<td>$138,645.00</td>
</tr>
<tr>
<td>Capital Ford, Inc.</td>
<td>Raleigh, NC</td>
<td>$28,230.00</td>
<td>$141,150.00</td>
</tr>
<tr>
<td>Asheville Ford, LLC</td>
<td>Asheville, NC</td>
<td>$28,843.72</td>
<td>$144,218.60</td>
</tr>
<tr>
<td>Ginn Chrysler Jeep Dodge, LLC</td>
<td>Covington, GA</td>
<td>$29,310.00</td>
<td>$146,550.00</td>
</tr>
<tr>
<td>Parkway Ford Lincoln of Lexington, LLC</td>
<td>Lexington, NC</td>
<td>$30,213.32</td>
<td>$151,066.60</td>
</tr>
</tbody>
</table>

WHEREAS, the City’s FY 2016-17 capital equipment budget includes $135,000 for this purchase; therefore, it is the recommendation of the Finance Committee that a purchase order be awarded to Capital Nissan of Wilmington, Inc. for the purchase of five 2016 Nissan Pathfinders per bid specifications at $25,454.55 each for the total bid amount of $127,272.75.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a purchase order for five 2016 Nissan Pathfinders per bid specifications at $25,454.55 each is hereby awarded to Capital Nissan of Wilmington in the total bid amount of $127,272.75 and that all other bids are rejected.

BE IT FURTHER RESOLVED that the award of this purchase order constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the purchase order until the purchase order is duly executed by the City.
BE IT FURTHER RESOLVED that the purchase is included in the FY 2016-17 capital budget and will be financed through the North Carolina Municipal Leasing Corporation with funding for the lease payments available in the FY 2016-17 General Fund budget.

BE IT FURTHER RESOLVED that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
Bid Tabulation
(5) Mid Size SUV Crossovers

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City/State</th>
<th>Year</th>
<th>Model</th>
<th>Price Each</th>
<th>Price for 5</th>
<th>Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Automotive Sales, LLC*</td>
<td>Wilmington, NC</td>
<td>2016</td>
<td>Nissan Pathfinder</td>
<td>$25,454.55</td>
<td>$127,272.75</td>
<td>1 week</td>
</tr>
<tr>
<td>Modern Automotive Network LLC</td>
<td>Winston-Salem, NC</td>
<td>2017</td>
<td>Chevrolet Equinox</td>
<td>$26,021.00</td>
<td>$130,105.00</td>
<td>60-120</td>
</tr>
<tr>
<td>Ben Mynatt Chevrolet, Inc.</td>
<td>Concord, NC</td>
<td>2017</td>
<td>GMC Terrain</td>
<td>$26,182.59</td>
<td>$130,912.95</td>
<td>90</td>
</tr>
<tr>
<td>Sutherlin Nissan Mall of GA, LLC</td>
<td>Buford, GA</td>
<td>2017</td>
<td>Nissan Pathfinder</td>
<td>$27,729.00</td>
<td>$138,645.00</td>
<td>90</td>
</tr>
<tr>
<td>Capital Ford, Inc.</td>
<td>Raleigh, NC</td>
<td>2017</td>
<td>Ford Explorer</td>
<td>$28,230.00</td>
<td>$141,150.00</td>
<td>90-120</td>
</tr>
<tr>
<td>Asheville Ford, LLC</td>
<td>Asheville, NC</td>
<td>2017</td>
<td>Ford Explorer</td>
<td>$28,843.72</td>
<td>$144,218.60</td>
<td>110</td>
</tr>
<tr>
<td>Gunn Chrysler Jeep Dodge, LLC</td>
<td>Covington, GA</td>
<td>2017</td>
<td>Dodge Durango</td>
<td>$29,310.00</td>
<td>$146,550.00</td>
<td>70-84</td>
</tr>
<tr>
<td>Parkway Ford Lincoln of Lexington, Inc.</td>
<td>Lexington, NC</td>
<td>2017</td>
<td>Ford Edge</td>
<td>$30,213.32</td>
<td>$151,066.60</td>
<td>90</td>
</tr>
</tbody>
</table>

*State Contract

Equipment Replacement Information
Mid Size SUV Crossovers

<table>
<thead>
<tr>
<th>Vehicle#</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Mileage</th>
<th>Acquired Cost</th>
<th>Maintenance and Repairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>352</td>
<td>2007</td>
<td>Toyota</td>
<td>Corolla</td>
<td>139,682</td>
<td>$14,837.10</td>
<td>$5,593.51</td>
</tr>
<tr>
<td>353</td>
<td>2008</td>
<td>Toyota</td>
<td>Corolla</td>
<td>114,201</td>
<td>$14,793.08</td>
<td>$3,692.80</td>
</tr>
<tr>
<td>357</td>
<td>2007</td>
<td>Toyota</td>
<td>Corolla</td>
<td>141,887</td>
<td>$14,791.50</td>
<td>$8,338.06</td>
</tr>
<tr>
<td>360</td>
<td>2007</td>
<td>Ford</td>
<td>Ranger</td>
<td>129,557</td>
<td>$11,084.15</td>
<td>$6,882.78</td>
</tr>
<tr>
<td>390</td>
<td>2008</td>
<td>Ford</td>
<td>Ranger</td>
<td>139,527</td>
<td>$11,935.62</td>
<td>$8,197.79</td>
</tr>
</tbody>
</table>

Demographic Information

<table>
<thead>
<tr>
<th>Project/Bid Description:</th>
<th>(5) Mid Size SUV Crossover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder's Company Name:</td>
<td>Capital Nissan of Wilmington</td>
</tr>
<tr>
<td>City/State:</td>
<td>Wilmington, NC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>87</td>
<td>18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Race/Ethnic Identification</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>87</td>
</tr>
<tr>
<td>African-American</td>
<td>12</td>
</tr>
<tr>
<td>Hispanic</td>
<td>4</td>
</tr>
<tr>
<td>Asian</td>
<td>1</td>
</tr>
<tr>
<td>Native-American</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>105</td>
</tr>
</tbody>
</table>

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid.
# City Council – Action Request Form

**Date:** November 21, 2016

**To:** The City Manager

**From:** Jerry Bates, Purchasing Director

## Council Action Requested:
Adoption of Resolution Awarding a Purchase Order for Radar Units

## Summary of Information:

The Winston-Salem Police Department (WSPD) has a need to replace 50 radar units by June 1, 2017, that will no longer be approved by the State of North Carolina as a speed measuring instrument. After in-depth testing and evaluation of units manufactured by three companies, WSPD selected the Bee III Ka-Band radar unit manufactured and supplied by MPH Industries, Inc. and has previously purchased 226 of these units as scheduled replacements. WSPD has a need to replace another 50 radar units and recommends the Bee III Ka-Band radar units.

MPH Industries, Inc., the manufacturer and sole distributor of the Bee III Ka-Band radar unit has submitted quotation #KYMCQ1847 for 50 complete units which includes all hardware, freight, and related warranties for the total cost of $94,950. The FY 2016-17 capital equipment budget includes $95,000 for this purchase; therefore, it is recommended that a purchase order be awarded to MPH Industries, Inc., in the total amount of $94,950 to cover the cost of the purchase.

This recommendation is based upon provisions of N.C.G.S. 143-129(e) which provides that formal bid requirements do not apply to purchases of apparatus, supplies, materials, or equipment when: a needed product is available from only one source of supply or when standardization or compatibility is the overriding consideration.

The purchase of 50 Bee III Ka-Band radar units will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget.

M/WBE comment: MPH Industries, Inc., is the sole source provider for this purchase.

Workforce Demographics: See Exhibit A

## Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
RESOLUTION AWARDING PURCHASE ORDER FOR RADAR UNITS

WHEREAS, G.S. 143-129(e) provides that formal bid procedures “shall not apply to purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available; when a needed product is available from only one source of supply or when standardization or compatibility is the overriding consideration”; and

WHEREAS, the City of Winston-Salem Police Department (WSPD) has an established need to replace several radar units and after in-depth testing and evaluation of units manufactured by three companies, selected the Bee III Ka-Band radar unit manufactured and supplied by MPH Industries, Inc.; and

WHEREAS, MPH Industries, Inc., the manufacturer and sole distributor for the Bee III Ka-Band radar unit, has submitted quotation #KYMCQ1847 for 50 complete units which includes all hardware, freight, and related warranties for the total cost of $94,950; and

WHEREAS, it is recommended that a purchase order be awarded to MPH Industries, Inc. for 50 complete radar units in the amount of $94,950.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a purchase order for the purchase of 50 Bee III Ka-Band radar units per quotation #KYMCQ1847 is hereby awarded to MPH Industries, Inc. in the amount of $94,950.

BE IT FURTHER RESOLVED, that the award of this purchase order constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the purchase order until the order is duly executed by the City.

BE IT FURTHER RESOLVED that the purchase of 50 Bee III Ka-Band radar units will be financed through the North Carolina Municipal Leasing Corporation and funding for the lease payments is available in the General Fund FY 2016-17 budget.
BE IT FURTHER RESOLVED that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.
City Council – Action Request Form

Date: November 21, 2016
To: The City Manager
From: Jerry Bates, Purchasing Director

Council Action Requested:
Adoption of Resolution Awarding Purchase Order for Half-Ton Pickup Trucks.

Summary of Information:
On October 5, 2016, bids were accepted for the purchase of six half-ton pickup trucks intended for use by the Winston-Salem Fire Department as scheduled replacements for equipment that has exceeded its useful life and has regular down time with excessive maintenance and costly repairs. See Exhibit A following the Resolution for vehicle replacement information, a detailed bid tabulation, and workforce demographics. Summary of bids received:

<table>
<thead>
<tr>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Automotive Group, Inc.</td>
<td>Clinton, NC</td>
<td>$20,693.00</td>
</tr>
<tr>
<td>Asheville Ford, LLC</td>
<td>Asheville, NC</td>
<td>21,492.44</td>
</tr>
<tr>
<td>Modern Automotive Network, LLC</td>
<td>Winston-Salem, NC</td>
<td>21,979.00</td>
</tr>
<tr>
<td>Capital Ford, Inc.</td>
<td>Raleigh, NC</td>
<td>22,466.00</td>
</tr>
<tr>
<td>Tindol Motors, LLC</td>
<td>Gastonia, NC</td>
<td>23,290.44</td>
</tr>
</tbody>
</table>

The City’s FY 2016-17 capital equipment budget includes $183,408 for this purchase; therefore, it is recommended that a purchase order be awarded to Performance Automotive Group, Inc., low bidder meeting specifications, for the purchase of six half-ton pickup trucks in the total bid amount of $124,158 and that all other bids are rejected.

The purchase of this equipment will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget.

M/WBE comment: Tindol Motors, LLC is a woman-owned business enterprise.

Committee Action:

<table>
<thead>
<tr>
<th>Committee Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
</tr>
<tr>
<td>Against</td>
</tr>
<tr>
<td>Remarks:</td>
</tr>
</tbody>
</table>
RESOLUTION AWARDING PURCHASE ORDER FOR
HALF-TON PICKUP TRUCKS

WHEREAS, after due advertisement, bids were received and publicly opened by the City/County Purchasing Department at 12:00 p.m., October 5, 2016, for the purchase of six half-ton pickup trucks as scheduled replacements; and the following bids were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Automotive Group, Inc.</td>
<td>Clinton, NC</td>
<td>$20,693.00</td>
<td>$124,158.00</td>
</tr>
<tr>
<td>Asheville Ford, LLC</td>
<td>Asheville, NC</td>
<td>21,492.44</td>
<td>128,954.64</td>
</tr>
<tr>
<td>Modern Automotive Network, LLC</td>
<td>Winston-Salem, NC</td>
<td>21,979.00</td>
<td>131,874.00</td>
</tr>
<tr>
<td>Capital Ford, Inc.</td>
<td>Raleigh, NC</td>
<td>22,466.00</td>
<td>134,796.00</td>
</tr>
<tr>
<td>Tindol Motors, LLC</td>
<td>Gastonia, NC</td>
<td>23,290.44</td>
<td>139,742.64</td>
</tr>
</tbody>
</table>

WHEREAS, City’s FY 2016-17 capital equipment budget includes $183,408 for this purchase; therefore, it is the recommendation of the Finance Committee that a purchase order be awarded to Performance Automotive Group, Inc. for the purchase of six half-ton pickup trucks per bid specifications at $20,693 each for the total bid amount of $124,158.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a purchase order for six half-ton pickup trucks per bid specifications at $20,693 each is hereby awarded to Performance Automotive Group, Inc. in the total bid amount of $124,158 and that all other bids are rejected.

BE IT FURTHER RESOLVED that the award of this purchase order constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the purchase order until the purchase order is duly executed by the City.

BE IT FURTHER RESOLVED that the purchase is included in the FY 2016-17 capital budget and will be financed through the North Carolina Municipal Leasing Corporation with funding for the lease payments available in the FY 2016-17 General Fund budget.
BE IT FURTHER RESOLVED that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
EXHIBIT A

Equipment Replacement Information
(6) 1/2 Ton Regular Cab with 6 ft. Bed

<table>
<thead>
<tr>
<th>Vehicle#</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Mileage</th>
<th>Acquired Cost</th>
<th>Repairs Over Life of Vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td></td>
<td>Taurus</td>
<td>87,811</td>
<td>$16,288.16</td>
<td>$14,369.21</td>
</tr>
<tr>
<td></td>
<td>45</td>
<td></td>
<td></td>
<td>82,206</td>
<td>$15,604.00</td>
<td>$11,524.93</td>
</tr>
<tr>
<td></td>
<td>1510</td>
<td></td>
<td></td>
<td>65,601</td>
<td>$16,107.70</td>
<td>$9,559.38</td>
</tr>
</tbody>
</table>

Bid Tabulation
(6) 1/2 Ton Regular Cab with 6 ft. Bed
10/5/2016 - 12:00 Noon
FB 1794

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City/State</th>
<th>Year</th>
<th>Model</th>
<th>Price Each</th>
<th>Price for 6</th>
<th>Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Automotive Group, Inc.</td>
<td>Clinton, NC</td>
<td>2017</td>
<td>Ram 1500</td>
<td>$20,693.00</td>
<td>$124,158.00</td>
<td>90-120</td>
</tr>
<tr>
<td>Asheville Ford, LLC</td>
<td>Asheville, NC</td>
<td>2017</td>
<td>Ford F-150</td>
<td>$21,492.44</td>
<td>$128,954.64</td>
<td>110</td>
</tr>
<tr>
<td>Modern Automotive Network LLC</td>
<td>Winston-Salem, NC</td>
<td>2017</td>
<td>Chevrolet 1500</td>
<td>$21,979.00</td>
<td>$131,874.00</td>
<td>90-120</td>
</tr>
<tr>
<td>Capital Ford, Inc.</td>
<td>Raleigh, NC</td>
<td>2017</td>
<td>Ford F-150</td>
<td>$22,466.00</td>
<td>$134,796.00</td>
<td>90-120</td>
</tr>
<tr>
<td>Tindol Motors, LLC</td>
<td>Gastonia, NC</td>
<td>2017</td>
<td>Ford F-150</td>
<td>$23,290.44</td>
<td>$139,742.64</td>
<td>90-120</td>
</tr>
</tbody>
</table>

Demographic Information

Project/Bid Description: (6) 1/2 Ton Regular Cab with 6 ft. Bed
Bidder's Company Name: Performance Automotive Group, Inc.
City/State: Clinton, NC

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>33</td>
<td>16</td>
</tr>
</tbody>
</table>

% of Total 67.3% 32.7%

<table>
<thead>
<tr>
<th>Race/Ethnic Identification</th>
<th>White</th>
<th>African-American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Native-American</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>36</td>
<td>8</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>49</td>
</tr>
</tbody>
</table>


% of Total 73.5% 16.3% 10.2% 0.0% 0.0%
City Council – Action Request Form

Date: November 21, 2016
To: The City Manager
From: Jerry Bates, Purchasing Director

Council Action Requested:
Adoption of Resolution Awarding Purchase Order for Four Wheel Drive Backhoes.

Summary of Information:
On October 4, 2016, bids were accepted for the purchase of two four wheel drive backhoes intended for use by the DOT/Streets Division of the Public Works Department as scheduled replacements for equipment that has exceeded its useful life and has regular down time with excessive maintenance and costly repairs. Alternate bids were also accepted for an auxiliary hydraulic system on the equipment. See Exhibit A following the Resolution for vehicle replacement information, a detailed bid tabulation, and workforce demographics. Summary of bids received:

<table>
<thead>
<tr>
<th>Company</th>
<th>City/State</th>
<th>Each</th>
<th>Alternate</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Wrench, LLC</td>
<td>Raleigh, NC</td>
<td>$90,365.61</td>
<td>$1,963.55</td>
<td>$184,658.32</td>
</tr>
<tr>
<td>Carolina Cat, Inc.</td>
<td>Charlotte, NC</td>
<td>$93,931.00</td>
<td>3,164.00</td>
<td>194,190.00</td>
</tr>
<tr>
<td>Hills Machinery Company, LLC</td>
<td>Raleigh, NC</td>
<td>$99,933.00</td>
<td>2,003.00</td>
<td>203,872.00</td>
</tr>
<tr>
<td>James River Equipment Carolina, LLC</td>
<td>Charlotte, NC</td>
<td>102,160.00</td>
<td>No Bid</td>
<td>204,320.00</td>
</tr>
</tbody>
</table>

The City’s FY 2016-17 capital equipment budget includes $190,000 for this purchase; therefore, it is recommended that a purchase order be awarded to Company Wrench, LLC, low bidder meeting specifications, for the purchase of two four wheel drive backhoes with auxiliary hydraulic systems at $92,329.16 each for a total bid amount of $184,658.32 and that all other bids are rejected.

The purchase of this equipment will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget.

M/WBE comment: There are no known M/WBE companies who offer this equipment.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For</th>
<th>Against</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks:
RESOLUTION AWARDING PURCHASE ORDER FOR
FOUR WHEEL DRIVE BACKHOES

WHEREAS, after due advertisement, bids were received and publicly opened by the City/County Purchasing Department at 12:00 p.m., October 4, 2016, for the purchase of two four wheel drive backhoes as scheduled replacements; and the following bids were received:

<table>
<thead>
<tr>
<th>City/State</th>
<th>Each</th>
<th>Alternate</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Wrench, LLC</td>
<td>Raleigh, NC</td>
<td>$90,365.61</td>
<td>$1,963.55</td>
</tr>
<tr>
<td>Carolina Cat, Inc.</td>
<td>Charlotte, NC</td>
<td>93,931.00</td>
<td>3,164.00</td>
</tr>
<tr>
<td>Hills Machinery Company, LLC</td>
<td>Raleigh, NC</td>
<td>99,933.00</td>
<td>2,003.00</td>
</tr>
<tr>
<td>James River Equipment Carolina, LLC</td>
<td>Charlotte, NC</td>
<td>102,160.00</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

WHEREAS, City’s FY 2016-17 capital equipment budget includes $190,000 for this purchase; therefore, it is the recommendation of the Finance Committee that a purchase order be awarded to Company Wrench, LLC for the purchase of two four wheel drive backhoes with auxiliary hydraulic systems per specifications at $92,329.16 each for the total bid amount of $184,658.32.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a purchase order for two four wheel drive backhoes with auxiliary hydraulic systems per bid specifications at $92,329.16 each is hereby awarded to Company Wrench, LLC in the total bid amount of $184,658.32 and that all other bids are rejected.

BE IT FURTHER RESOLVED that the award of this purchase order constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the purchase order until the purchase order is duly executed by the City.

BE IT FURTHER RESOLVED that the purchase is included in the FY 2016-17 capital budget and will be financed through the North Carolina Municipal Leasing Corporation with funding for the lease payments available in the FY 2016-17 General Fund budget.
BE IT FURTHER RESOLVED that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
EXHIBIT A

Equipment Replacement Information
Four Wheel Drive Backhoes

<table>
<thead>
<tr>
<th>Vehicle#</th>
<th>854</th>
<th>871</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>2000</td>
<td>2004</td>
</tr>
<tr>
<td>Make</td>
<td>John Deere</td>
<td>John Deere</td>
</tr>
<tr>
<td>Model</td>
<td>410E</td>
<td>410G</td>
</tr>
<tr>
<td>Serial Number</td>
<td>TO410EX885116</td>
<td>TO410GX927806</td>
</tr>
<tr>
<td>Meter Reading</td>
<td>3164</td>
<td>3618</td>
</tr>
<tr>
<td>Acquired Cost</td>
<td>66,305.00</td>
<td>66,127.68</td>
</tr>
<tr>
<td>Repairs Over Life of Vehicle</td>
<td>52,389.85</td>
<td>44,726.87</td>
</tr>
</tbody>
</table>

Bid Tabulation
Four Wheel Drive Backhoes

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Price Each</th>
<th>Alternate Each</th>
<th>Price for Two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Wrench, LLC</td>
<td>JCB</td>
<td>3CX-15</td>
<td>$90,365.61</td>
<td>$1,963.55</td>
<td>$184,658.32</td>
</tr>
<tr>
<td>Carolina Cat, Inc.</td>
<td>Caterpillar</td>
<td>430F2</td>
<td>$93,931.00</td>
<td>$3,164.00</td>
<td>$194,190.00</td>
</tr>
<tr>
<td>Hill's Machinery Company, LLC</td>
<td>Case</td>
<td>590SN</td>
<td>$99,933.00</td>
<td>$2,003.00</td>
<td>$203,872.00</td>
</tr>
<tr>
<td>James River Equipment Carolina, LLC</td>
<td>John Deere</td>
<td>410L</td>
<td>$102,160.00</td>
<td>No Bid</td>
<td>$204,320.00</td>
</tr>
</tbody>
</table>

Demographic Information

Project/Bid Description: Four Wheel Drive Backhoes
Bidder’s Company Name: Company Wrench, LLC
City/State: Smithfield, NC

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
<th>White</th>
<th>African-American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Native-American</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Total</td>
<td>92.6%</td>
<td>7.4%</td>
<td>98.1%</td>
<td>0.9%</td>
<td>0.9%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>108</td>
</tr>
</tbody>
</table>

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.
City Council – Action Request Form

Date: November 21, 2016

To: The City Manager

From: Jerry Bates, Purchasing Director

Council Action Requested:

Adoption of Resolution Awarding Purchase Order for Heavy Duty Trailers.

Summary of Information:

On October 4, 2016, bids were accepted for the purchase of six 20 ton heavy duty trailers to be used by the City of Winston-Salem Fleet Division to haul equipment. These new trailers will replace trailers that are often unsafe, have exceeded their useful life, and have regular downtime with excessive maintenance and costly repairs which impacts crew productivity. See Exhibit A following the Resolution for equipment replacement information, a detailed bid tabulation, and workforce demographics. Listed below is the summary of the bids received:

<table>
<thead>
<tr>
<th>Company</th>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argo Fab, Inc.</td>
<td>Phoenix, AZ</td>
<td>$16,705.00</td>
<td>$100,230.00</td>
</tr>
<tr>
<td>TRT Trailer Sales, Inc.</td>
<td>Lincolnton, NC</td>
<td>17,100.00</td>
<td>102,600.00</td>
</tr>
<tr>
<td>Faith Farm &amp; Equip Sales, Inc.</td>
<td>Salisbury, NC</td>
<td>17,400.00</td>
<td>104,400.00</td>
</tr>
<tr>
<td>Technology International, Inc.</td>
<td>Lake Mary, FL</td>
<td>17,970.00</td>
<td>107,820.00</td>
</tr>
<tr>
<td>James River Equipment, Inc.</td>
<td>Greensboro, NC</td>
<td>18,397.00</td>
<td>110,382.00</td>
</tr>
<tr>
<td>Capps Trailers</td>
<td>Dover, NC</td>
<td>18,399.00</td>
<td>110,394.00</td>
</tr>
<tr>
<td>Crook Motor Co, Inc.</td>
<td>Albemarle, NC</td>
<td>18,500.00</td>
<td>111,000.00</td>
</tr>
<tr>
<td>Overbilt Trailer Co.</td>
<td>Drumright, OK</td>
<td>19,448.00</td>
<td>116,688.00</td>
</tr>
<tr>
<td>Herc Rentals, Inc.</td>
<td>Bonita Springs, FL</td>
<td>19,602.00</td>
<td>117,612.00</td>
</tr>
<tr>
<td>Hills Machinery Co., LLC</td>
<td>Greensboro, NC</td>
<td>19,663.33</td>
<td>117,779.98</td>
</tr>
</tbody>
</table>

The City’s FY 2016-17 capital equipment budget includes $144,000 for this purchase; therefore it is recommended that a purchase order be awarded to Argo Fab, Inc., low bidder meeting specifications, for the purchase of six 20 ton heavy duty trailers at $16,705 each for a total bid amount of $100,230 and that all other bids are rejected. The purchase of this equipment will be financed through the North Carolina Municipal Leasing Corporation. Funding for the lease payments is available in the General Fund FY 2016-17 budget.

M/WBE comment: There are no known woman or minority owned businesses that provide these trailers.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
<th>For</th>
<th>Against</th>
<th>Remarks:</th>
</tr>
</thead>
</table>

-289-
RESOLUTION AWARDING PURCHASE ORDER FOR
HEAVY DUTY TRAILERS

WHEREAS, after due advertisement, bids were received and publicly opened by the City/County Purchasing Department at 10:00 a.m., October 4, 2016, for the purchase of six 20 ton heavy duty trailers as replacements; and the following bids were received:

<table>
<thead>
<tr>
<th>City/State</th>
<th>Each</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argo Fab, Inc.</td>
<td>Phoenix, AZ</td>
<td>$16,705.00</td>
</tr>
<tr>
<td>TRT Trailer Sales, Inc.</td>
<td>Lincolnton, NC</td>
<td>17,100.00</td>
</tr>
<tr>
<td>Faith Farm &amp; Equip Sales, Inc.</td>
<td>Salisbury, NC</td>
<td>17,400.00</td>
</tr>
<tr>
<td>Technology International, Inc.</td>
<td>Lake Mary, FL</td>
<td>17,970.00</td>
</tr>
<tr>
<td>James River Equipment, Inc.</td>
<td>Greensboro, NC</td>
<td>18,397.00</td>
</tr>
<tr>
<td>Capps Trailers</td>
<td>Dover, NC</td>
<td>18,399.00</td>
</tr>
<tr>
<td>Crook Motor Co, Inc.</td>
<td>Albemarle, NC</td>
<td>18,500.00</td>
</tr>
<tr>
<td>Overbilt Trailer Co.</td>
<td>Drumright, OK</td>
<td>19,448.00</td>
</tr>
<tr>
<td>Herc Rentals, Inc.</td>
<td>Bonita Springs, FL</td>
<td>19,602.00</td>
</tr>
<tr>
<td>Hills Machinery Co., LLC</td>
<td>Greensboro, NC</td>
<td>19,663.33</td>
</tr>
</tbody>
</table>

WHEREAS, the City’s FY 2016-17 capital equipment budget includes $144,000 for this purchase; therefore, it is the recommendation of the Finance Committee that a purchase order be awarded to Argo Fab, Inc. for the purchase of six 20 ton heavy duty trailers per bid specifications at $16,705 each for the total bid amount of $100,230 and that all other bids are rejected.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a purchase order for six 20 ton heavy duty trailers per bid specifications at $16,705 each is hereby awarded to Argo Fab, Inc. in the total bid amount of $100,230.

BE IT FURTHER RESOLVED that the award of this purchase order constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the purchase order until the purchase order is duly executed by the City.

BE IT FURTHER RESOLVED that the purchase is included in the FY 2016-17 capital budget and will be financed through the North Carolina Municipal Leasing Corporation with funding for the lease payments available in the FY 2016-17 General Fund budget.
BE IT FURTHER RESOLVED that the City may reimburse itself for the capital expenditures identified herein with the proceeds from the sale of tax-exempt obligations.
### Equipment Replacement Information

**Heavy Duty Trailers**

<table>
<thead>
<tr>
<th>Vehicle#</th>
<th>6083</th>
<th>5088</th>
<th>6097</th>
<th>9095</th>
<th>2285</th>
<th>2286</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make</td>
<td>Hudson</td>
<td>Hudson</td>
<td>Hudson</td>
<td>Hudson</td>
<td>Hudson</td>
<td>Hudson</td>
</tr>
<tr>
<td>Model</td>
<td>HTD18A</td>
<td>HTD18A</td>
<td>HTD18A</td>
<td>HTD18A</td>
<td>HTD18A</td>
<td>HTD18A</td>
</tr>
<tr>
<td>Mileage</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Acquired Cost</td>
<td>$12,708.18</td>
<td>$12,708.18</td>
<td>$12,708.18</td>
<td>$12,708.18</td>
<td>$16,067.00</td>
<td>$16,067.00</td>
</tr>
<tr>
<td>Repairs Over Life of Trailer</td>
<td>$21,229.38</td>
<td>$21,662.84</td>
<td>$16,897.78</td>
<td>$22,112.94</td>
<td>$9,882.42</td>
<td>$13,960.79</td>
</tr>
</tbody>
</table>

### Bid Tabulation

**Heavy Duty Trailers**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Brand</th>
<th>Price Each</th>
<th>Price for 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argo Fab, Inc.</td>
<td>Argo Fab</td>
<td>$16,705.00</td>
<td>$100,230.00</td>
</tr>
<tr>
<td>TRT Trailer Sales, Inc.</td>
<td>HTD 18A</td>
<td>$17,100.00</td>
<td>$102,600.00</td>
</tr>
<tr>
<td>Faith Farm &amp; Equip Sales, Inc.</td>
<td>HTD 18A</td>
<td>$17,400.00</td>
<td>$104,400.00</td>
</tr>
<tr>
<td>Technology International, Inc.</td>
<td>B &amp; A Trailers</td>
<td>$17,970.00</td>
<td>$107,820.00</td>
</tr>
<tr>
<td>James River Equipment, Inc.</td>
<td>HTD 18A</td>
<td>$18,397.00</td>
<td>$110,382.00</td>
</tr>
<tr>
<td>Capps Trailers</td>
<td>HTD 18A</td>
<td>$18,399.00</td>
<td>$110,394.00</td>
</tr>
<tr>
<td>Crook Motor Co, Inc.</td>
<td>Globe</td>
<td>$18,500.00</td>
<td>$111,000.00</td>
</tr>
<tr>
<td>Overbilt Trailer Co.</td>
<td>Overbilt</td>
<td>$19,448.00</td>
<td>$116,688.00</td>
</tr>
<tr>
<td>Here Rentals, Inc.</td>
<td>HTD 18A</td>
<td>$19,602.00</td>
<td>$117,612.00</td>
</tr>
<tr>
<td>Hills Machinery Co., LLC</td>
<td>HTD 18A</td>
<td>$19,663.33</td>
<td>$117,979.98</td>
</tr>
</tbody>
</table>

### Workforce Demographics

**Project/Bid Description:** Heavy Duty Trailers  
**Bidder's Company Name:** Argo Fab, Inc.  
**City/State:** Phoenix, AZ

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Race/Ethnic Identification</th>
<th>White</th>
<th>African-American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Native-American</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>5</td>
</tr>
</tbody>
</table>

% of Total:  
- Male: 100.0%  
- Female: 0.0%

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.
**City Council – Action Request Form**

<table>
<thead>
<tr>
<th>Date:</th>
<th>October 14, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>To:</td>
<td>The City Manager</td>
</tr>
<tr>
<td>From:</td>
<td>Angela I. Carmon, City Attorney</td>
</tr>
</tbody>
</table>

**Council Action Requested:**

Adoption of: (1) A Resolution Authorizing the City Manager to enter into a contract with McGuire Woods Consulting, LLC; and (2) A Budget Ordinance Amendment

**Summary of Information:**

During the 2016 Short Session of the North Carolina General Assembly, the City, as part of a pilot program, retained the lobbying services of McGuire Woods Consulting, LLC (“McGuire Woods”) which firm clearly demonstrated its capacity to carry forward, successfully, the city’s legislative priorities and provide information and feedback on a “real time” basis to the Forsyth County Legislative Delegation regarding other legislation of interest to the City. It would be beneficial to the City to have a firm to advocate for its interest during the 2017 Session of the North Carolina General Assembly and to facilitate the navigation of its legislative priorities through the General Assembly. McGuire Woods has provided the City with a reasonable quote of $67,500 for the provision of lobbying services for the 2017 and 2018 sessions of the North Carolina General Assembly.

The attached resolution, which is recommended for your approval: (i) authorizes the City Manager to execute a contract with McGuire Woods Consulting, LLC for lobbying services for 2017 and 2018 in an amount not to exceed $67,500 and (2) permits the City Manager to execute a contract for two additional years provided funds are in the budget and the City is satisfied with the services.

The attached proposed budget ordinance amendment, recommended for your approval, authorizes an adjustment to the FY16-17 budget for the City Attorney’s Office to pay for said service.

**Committee Action:**

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
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<tbody>
<tr>
<td>For</td>
<td>Against</td>
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</tbody>
</table>

Remarks:
RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCGUIRE WOODS CONSULTING, LLC

WHEREAS, the City retained the lobbying services of McGuire Woods Consulting, LLC (“McGuire Woods”) during the 2016 Short Session of the North Carolina General Assembly; and

WHEREAS, McGuire Woods demonstrated that it has the capacity to serve as an effective advocate for the City; and

WHEREAS, McGuire Woods also has the resources to provide the Forsyth County Legislative Delegation on a “real time” basis information and feedback regarding legislation impactful to the City; and

WHEREAS, the City has a robust legislative agenda for the 2017 Session of the North Carolina General Assembly (“2017 Session); and

WHEREAS, there were a number of bills eligible for consideration during the 2017 Session of interest to the City; and

WHEREAS, it would be vital to the City’s interest to have a firm in Raleigh with the capacity to carry forward its legislative agenda; and appropriately express the City’s position regarding other legislation; and

WHEREAS, McGuire Woods has provided the City with a reasonable rate of $67,500 for lobbying services commencing on January 11, 2017 and ending with the conclusion of the long session in 2018.

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Winston-Salem City Council hereby authorize the City Manager to execute a contract with McGuire Woods Consulting LLC for lobbying services for 2017 and 2018 in an amount not to exceed $67,500.
BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to renew the contract up to two additional years provided the City is satisfied with the services rendered, the funds are in the budget and the amount of the contract does not exceed the City Manager’s contracting authority.
ORDINANCE AMENDING THE ANNUAL APPROPRIATION AND TAX LEVY ORDINANCE FOR THE CITY OF WINSTON-SALEM, NORTH CAROLINA FOR THE FISCAL YEAR 2016-2017

BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem that the Annual Appropriation and Tax Levy Ordinance for the Fiscal Year 2016-2017 be amended to appropriate funds for contract execution with the McGuire Woods Consulting, LLC, for lobbying services during the 2017 and 2018 sessions of the North Carolina General Assembly.

SECTION 1. That the Annual Appropriation and Tax Levy Ordinance of the City of Winston-Salem, adopted on June 20, 2016 and amended on August 15, 2016, September 19, 2016, and October 17, 2016, and shall be further amended by changing the expenditure appropriations in the following fund.

General Fund

General Government
City Attorney’s Office
Contract for Lobbying Services $45,000

Total General Fund Expenditures $45,000

SECTION 2. That the following revenues will be available to meet the above listed appropriations.

General Fund

General Government
Fund Balance Appropriation $45,000

Total General Fund Revenues $45,000

SECTION 3. That this amendment to the Annual Appropriation and Tax Levy Ordinance shall become effective as of the date of adoption.
City Council – Action Request Form

Date: November 14, 2016

To: The City Manager

From: Gregory M. Turner, Assistant City Manager

Council Action Requested:

Consideration of a resolution approving a contract change order with MLA Design Group, Inc. for additional professional architectural design services for the Hanes Park Renovation Project.

Summary of Information:

The 2014 bond referendum included funds for the renovation of Hanes Park. Improvements to the main entrance off of West End Boulevard will be made by repairing stone walls, steps, adding new walking trails to play areas, and the addition of pedestrian lighting. Other work includes new staircases leading to open spaces, combining two ball fields into one field with dugouts, replacing old bleachers with stone wall seating, adding stone walls with railings along the sidewalks at Glade Street and Hawthorne Road, and addressing drainage issues.

On July 11, 2016, the City entered into an agreement with MLA Design Group, Inc. (MLA) for $98,500 to provide certain construction documents, including erosion control plans, grading and storm drainage plans, site utility plans, and certain permitting services. To move forward with the project and to allow the project to be bid for construction, the City requires additional services from MLA, including the completion of all construction documents, permitting and construction administration services. The City and MLA have negotiated a fee of $21,500 for these additional services, bringing the total contract amount to $120,000. Based on the total scope of services to be provided, staff believes that this is a fair and reasonable fee.

MLA, a Winston-Salem multi-disciplinary firm, has provided site development and park design services throughout Winston-Salem and Forsyth County for commercial and governmental entities. For this project, MLA has assembled a core team consisting of other local firms with extensive experience with recreation and park design.

Funds for this work are included in the recently approved bond referendum and funds have been previously appropriated for this project.

Committee Action:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
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<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
RESOLUTION APPROVING A CONTRACT CHANGE ORDER WITH MLA DESIGN GROUP, INC. FOR ADDITIONAL PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE HANES PARK RENOVATION PROJECT

WHEREAS, the 2014 bond referendum included funds for the renovation of Hanes Park, which will provide for the improvements to the main entrance, repairs to walls and staircases, new park signage and pedestrian lighting, addressing drainage issues, and renovating the parking lot along the tennis courts. These improvements were identified in the park master plan; and

WHEREAS, on July 11, 2016, the City entered into an agreement with MLA Design Group, Inc. (MLA) for $98,500 to provide certain construction documents, including erosion control plans, grading and storm drainage plans, site utility plans, and certain permitting services; and

WHEREAS, to move forward with the project and to allow the project to be bid for construction, the City requires additional services from MLA, including the completion of all construction documents, permitting and construction administration services; and

WHEREAS, the City and MLA have negotiated a fee of $21,500 for these additional services, bringing the total contract amount to $120,000 and that fee has been determined to be fair and reasonable based on the scope of services to be provided; and

WHEREAS, the selection process and fee negotiation followed public policy established in N.C.G.S. §143-64.31; and

WHEREAS, funds for these architectural services have been previously appropriated.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that a change order for $21,500 with MLA Design Group, Inc. is authorized to purchase order #25854 for additional professional architectural design services related to the Hanes Park Renovation Project.
City Council – Action Request Form

Date: October 26, 2016
To: The City Manager
From: Ben Rowe, Assistant City Manager

Council Action Requested:
Consideration of Amendments to the FY 2016-17 Budget Ordinances for the City of Winston-Salem, North Carolina.

Summary of Information:
The proposed amendments to the FY 2016-17 budget ordinances authorize adjustments for the following purposes.

Appropriation of Grants and Other Revenues Received

- The Police Department has received additional federal forfeiture funds from the United States Department of Justice and the United States Department of Treasury totaling $12,870 and additional state controlled substance tax receipts from the Office of the State Auditor totaling $39,910 to be used for officer training and the purchase of equipment.

- The City of Winston-Salem has received an additional $396,000 for the pass-through grant from the One North Carolina Fund for Herbalife, bringing the total grant amount to $1,000,000. The proposed amendment appropriates these funds in the economic development grants fund.

- The proposed amendment appropriates $35,000 in occupancy tax fund reserves to provide potential sponsorships for tourism-related events during 2017.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
<tr>
<td>Remarks:</td>
<td></td>
</tr>
</tbody>
</table>
Reimbursement for Police Officer Training

- The proposed amendment appropriates $30,000 in reimbursements from the Risk Acceptance Management Corporation (RAMCO) for implicit bias training for the Police Department. Implicit bias is varying degrees of stereotyping, prejudice and/or discrimination below conscious awareness in a manner that typically benefits oneself or one’s group. It involves limited or distorted perceptions of others. The impact of bias on others, however, significantly depends on social and professional roles in society. These associations or bias are often very strong and difficult to undo without deliberate effort or ongoing training. The 7-hour workshop for Police Command staff and the 3.5 hour workshops for sworn officers will address these issues.
ORDINANCE AMENDING THE ANNUAL APPROPRIATION AND TAX LEVY ORDINANCE FOR THE CITY OF WINSTON-SALEM, NORTH CAROLINA FOR THE FISCAL YEAR 2016-2017

BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem that the Annual Appropriation and Tax Levy Ordinance for the Fiscal Year 2016-2017 be amended to cover changes in the following funds as described herein.

SECTION 1. That the Annual Appropriation and Tax Levy Ordinance of the City of Winston-Salem, adopted on June 20, 2016 and amended on August 15, 2016, September 19, 2016, and October 17, 2016, shall be further amended by changing the expenditure appropriations in the following funds.

General Fund

Police Department
   Officer Training $30,000

Total General Fund Expenditures $30,000

Special Revenue Funds

Occupancy Tax Fund
   Program Expenses $35,000

Total Special Revenue Funds Expenditures $35,000

SECTION 2. That the following revenues will be available to meet the above listed appropriations.

General Fund

Police Department
   Reimbursement (Risk Acceptance Management Corporation) $30,000

Total General Fund Revenues $30,000
Special Revenue Funds

Occupancy Tax Fund
  Fund Balance Appropriation  $35,000

Total Special Revenue Funds Revenues  $35,000

SECTION 3. That this amendment to the Annual Appropriation and Tax Levy Ordinance shall become effective as of the date of adoption.
BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem that the Project Budget Ordinance for the Fiscal Year 2016-2017 be amended to cover changes in the following fund as described herein.

**SECTION 1.** That the Project Budget Ordinance of the City of Winston-Salem, adopted on June 20, 2016 and amended on August 15, 2016, September 19, 2016, and October 17, 2016, shall be amended by changing the expenditure appropriations in the following fund.

### Special Revenue Funds

<table>
<thead>
<tr>
<th>Grants Fund</th>
<th>Economic Development Grants</th>
<th>Herbalife</th>
<th>$396,000</th>
</tr>
</thead>
</table>

**Forfeiture Fund**

<table>
<thead>
<tr>
<th>Training</th>
<th>8,690</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>44,090</td>
</tr>
</tbody>
</table>

**Total Special Revenue Funds Expenditures** $448,780

**SECTION 2.** That the following revenues will be available to meet the above listed appropriations.

### Special Revenue Funds

<table>
<thead>
<tr>
<th>Grants Fund</th>
<th>Economic Development Grants</th>
<th>One North Carolina Fund Grant</th>
<th>$396,000</th>
</tr>
</thead>
</table>

**Forfeiture Fund**

<table>
<thead>
<tr>
<th>United States Department of Justice</th>
<th>8,690</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States Department of Treasury</td>
<td>4,180</td>
</tr>
<tr>
<td>State Controlled Substance Tax Receipts</td>
<td>39,910</td>
</tr>
</tbody>
</table>

**Total Special Revenue Funds Revenues** $448,780
SECTION 3. That this amendment to the Project Budget Ordinance shall become effective as of the date of adoption.
City Council – Action Request Form

Date: October 24, 2016

To: The Honorable Mayor and Members of the City Council

From: Michelle McCullough, Historic Resource Officer, Historic Resources Commission

Council Action Requested:


Summary of Information:

Local Historic Landmark Designation is a program administered by the Historic Resources Commission (HRC). Landmark designation is authorized by N.C. law and signifies recognition that a property is important to the heritage and character of the community and that its protection enriches the community’s residents. The effects of landmark designation are as follows: (1) the property owner must have plans reviewed and approved by the Historic Resources Commission; and, (2) the owner of a landmark property may apply for an annual property tax deferral of up to 50% for as long as the property’s important historical features are retained.

An application has been submitted by The O’Hanlon, LLC, for the entire exterior and partial interior of the building. The partial interior includes all extant original interior elements including Norfolk Iron and Wire Works staircases, brass elevator doors, Cutler mail chute, coffered entrance vestibule ceiling, marble wall and floors tiles and small herringbone-patterned ceramic tiles, and the entire tax block and lots upon which it sits, at 101-105 West Fourth Street in Winston-Salem (Tax Block 6112 Lots 000A, 001, 002, 003, 004, 005, 006, 007, and 008/PIN #s 6835-27-1005, 6835-27-1025, 6835-27-1045, 6835-27-1055, 6835-27-1075, 6835-27-1036, 6835-27-1056, 6835-27-1066, and 6835-27-1086). The current tax value of the property is $1,469,100.00 and the tax office will calculate the new tax value with a reduction based on the amount of the building that is designated.

The HRC held a public hearing on the application on October 5, 2016, and recommended approval.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>For</td>
<td>Against</td>
</tr>
</tbody>
</table>

Remarks:
O’Hanlon Building

The O’Hanlon Building occupies a prominent downtown Winston-Salem Location at Fourth and Liberty Streets. The eight-story building was designed by prolific Winston-Salem architect Willard C. Northup and it became the city’s second skyscraper at the time of its completion in 1915.

The Forsyth County Historic Resources Commission finds that the property is a significant example of Forsyth County’s architecture that possesses integrity of location, design, setting, material, workmanship, feeling, and association. The building meets Category C of the Local Historic Landmark designation criteria that has special significance because it embodies the distinctive architectural characteristics of an elegant classical style building designed by prolific Winston-Salem architect Willard C. Northup. Owner W. O’Hanlon had Virginia fireproof construction specialists, Travers Wood Company, construct what was then the City’s second skyscraper at the time of construction. The classical style differed from neighboring buildings that were Romanesque Revival in style and manifested the success of Mr. O’Hanlon, a Winston-Salem business leader. The period of significance is 1915, its construction date. The O’Hanlon Building is well preserved, in good condition, and a well-articulated example of the classical composition (base, shaft, and capital) inspired by Ancient Grecian and Roman architecture.
ORDINANCE DESIGNATING CERTAIN PROPERTY
AS A HISTORIC LANDMARK

WHEREAS, all of the prerequisites to the adoption of this ordinance as prescribed by Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes have been met; and

WHEREAS, the Forsyth County Historic Resources Commission has submitted a report, which is incorporated herein by reference, and recommends after a separate public hearing that the property described below be designated a historic landmark; and

WHEREAS, the City Council after a separate public hearing finds that the property described herein is of historical, architectural, and/or cultural significance, and the property's preservation should be encouraged, and that the qualifying elements exist as set forth in the Historic Resources Commission report:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem as follows:

Section 1. The following described property is hereby designated a historic landmark: O'Hanlon Building, 101-105 West Fourth Street, specifically: Entire exterior and partial interior of the building. The partial interior includes all extant original interior elements including Norfolk Iron and Wire Works staircases, brass elevator doors, Cutler mail chute, coffered entrance vestibule ceiling, marble wall and floor tiles and small herringbone-patterned ceramic tiles, and the entire tax block and lots upon which it sits at 101-105 West Fourth Street in Winston-Salem (Tax Block 6112, Lots 000A, 001, 002, 003, 004, 005, 006, 007, and 008/PIN #s 6835-27-1005, 6835-27-1025, 6835-27-1045, 6835-27-1055, 6835-27-1075, 6835-27-1036, 6835-27-1056, 6835-27-1066, and 6835-27-1086). This property is owned by O'Hanlon, LLC.

Section 2. The review process provided by law shall be observed prior to demolition, alteration, rehabilitation, or removal of the designated property.

Section 3. This ordinance shall be effective from and after its adoption.
O'Hanlon Building

101-105 W Fourth Street


(Tax Block: 6112
Tax Lots: 000A. 001-008)

Historic Resources Commission

Scale: 1" represents 200'
October 5, 2016
O’Hanlon Building
101-105 West Fourth Street, Winston-Salem
Tax Block 6112, Lots 000A, 001, 002, 003, 004, 005, 006, 007, and 008
O’Hanlon Building
101-105 West Fourth Street, Winston-Salem
Tax Block 6112, Lots 000A, 001, 002, 003, 004, 005, 006, 007, and 008
City Council – Action Request Form

Date: October 24, 2016

To: The Honorable Mayor and Members of the City Council

From: Michelle McCullough, Historic Resource Officer, Historic Resources Commission

Council Action Requested:

Adoption of an ordinance for Local Historic Landmark Designation of the Pepper Building, 100-104 West Fourth Street, Winston-Salem (Tax Block 6084, Lot 251/PIN # 6835-26-1926 (part)).

Summary of Information:

Local Historic Landmark Designation is a program administered by the Historic Resources Commission (HRC). Landmark designation is authorized by N.C. law and signifies recognition that a property is important to the heritage and character of the community and that its protection enriches the community’s residents. The effects of landmark designation are as follows: (1) the property owner must have plans reviewed and approved by the Historic Resources Commission; and, (2) the owner of a landmark property may apply for an annual property tax deferral of up to 50% for as long as the property’s important historical features are retained.

An application has been submitted by Pepper Property Investments, LLC, for the entire exterior and partial interior of the building. The partial interior includes the first floor's principal room; plastered and Zenitherm-covered columns and pilaster shafts and capitals; all cornices; ceilings and ceiling detailing including the coffered plastered ceiling; the Zenitherm-sheathed wall between the principal room and the commodious stair and elevator vestibule; the Zenitherm-sheathed west and south walls in the principal room; pendant lights; original steel staircase in the northwest corner and basement stair in the principal room’s north section that feature simple railings comprised of square metal newel posts, thin square metal balusters, and a wood handrail, along with the entire tax block and lot upon which it sits at 100-104 West Fourth Street in Winston-Salem (Tax Block 6084, Lot 251/PIN # 6835-26-1926 (part)). The tax value of the property is currently being reevaluated and the tax office will calculate the new tax value with a reduction based on the amount of the building that is designated. The HRC held a public hearing on the application on October 5, 2016, and recommended approval.

Committee  Action  
For  Against  
Remarks: 

  
-319-
C-11.b.      DRAFT
Pepper Building

The Pepper Building occupies a prominent downtown Winston-Salem Location at Fourth and Liberty Streets. The six-story building was designed by prolific Winston-Salem architects Northrup and O’Brien and is one of Winston-Salem’s most exceptional Art Deco-style buildings.

The Forsyth County Historic Resources Commission finds that the property is a significant example of Forsyth County’s architecture that possesses integrity of location, design, setting, material, workmanship, feeling, and association. The building meets Category C of the Local Historic Landmark designation criteria that has special significance because it embodies the distinctive architectural characteristics of the Art Deco-style. Owner Thomas Pepper hired prolific Winston-Salem architecture firm Northup and O’Brien to design the building and hired New York general contractor Walter Kidde and Company, Inc. to construct it. The Pepper Building displays Art Deco features such as stylized geometric and foliate decoration and is verticality heightened by pilasters. The period of significance is 1928, its completion date. The Pepper Building is well preserved, in good condition, and is one of Winston-Salem’s most exceptional Art Deco-style buildings.
ORDINANCE DESIGNATING CERTAIN PROPERTY 
AS A HISTORIC LANDMARK

WHEREAS, all of the prerequisites to the adoption of this ordinance as prescribed by Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes have been met; and

WHEREAS, the Forsyth County Historic Resources Commission has submitted a report, which is incorporated herein by reference, and recommends after a separate public hearing that the property described below be designated a historic landmark; and

WHEREAS, the City Council after a separate public hearing finds that the property described herein is of historical, architectural, and/or cultural significance, and the property's preservation should be encouraged, and that the qualifying elements exist as set forth in the Historic Resources Commission report:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Winston-Salem as follows:

Section 1. The following described property is hereby designated a historic landmark: Pepper Building, 100-104 West Fourth Street, specifically: entire exterior and partial interior of the building. The partial interior includes the first floor's principal room; plastered and Zenitherm-covered columns and pilaster shafts and capitals; all cornices; ceilings and ceiling detailing including the coffered plastered ceiling; the Zenitherm-sheathed wall between the principal room and the commodious stair and elevator vestibule; the Zenitherm-sheathed west and south walls in the principal room; pendant lights; original steel staircase in the northwest corner and basement stair in the principal room’s north section that feature simple railings comprised of square metal newel posts, thin square metal balusters, and a wood handrail, along with the entire tax block and lot upon which it sits at 100-104 West Fourth Street in Winston-Salem (Tax Block 6084, Lot 251/PIN # 6835-26-1926 (part)). This property is owned by Pepper Property Investments, LLC.

Section 2. The review process provided by law shall be observed prior to demolition, alteration, rehabilitation, or removal of the designated property.

Section 3. This ordinance shall be effective from and after its adoption.
Pepper Building
100-104 West Fourth Street, Winston-Salem
Tax Block 6084, Lot 251
PIN# 6835-26-1926 (part)
Pepper Building
100-104 West Fourth Street, Winston-Salem
Tax Block 6084, Lot 251
PIN# 6835-26-1926 (part)
TO: Lee D. Garrity, City Manager  
FROM: Ben Rowe, Assistant City Manager  
DATE: October 26, 2016  
SUBJECT: Proposed Strategic Planning Retreat for the Mayor and City Council

After the City elections in 2013, the Mayor and City Council adopted strategic objectives to guide the work of City government over the next three years. The objectives were grouped into the following strategic focus areas:

- Economic Vitality and Diversity
- Safe and Secure Community
- Livable Neighborhoods
- Healthy Environment
- Quality Transportation
- Service Excellence

For each strategic objective identified within these focus areas, the Mayor and Council also identified specific strategies to advance the objective. Each year, the City Manager has established Key Work Items for departments based on the strategic objectives and strategies. Individual performance for senior staff and department heads has been weighted heavily toward the accomplishment of these Key Work Items.

With City elections scheduled for November 8th, City management proposes that the Mayor and City Council hold strategic discussions again to establish City priorities for the upcoming term. City staff have consulted with UNC School of Government faculty on potential resources for developing a strategic planning retreat in January 2017. The faculty provided referrals to consulting firms in North Carolina that specialize in developing and facilitating strategic planning retreats for local governments, and City staff currently are reviewing proposals. The retreat would focus on setting priorities and developing a process for evaluating requests or emergent issues after the priorities of the Mayor and City Council have been approved. The proposed retreat would be held off site over two back-to-back half days, with an evening session and dinner on the first day and a morning session the following day.

The tentative dates for the retreat are Tuesday, January 24th and Wednesday, January 25th. The exact time and location for the retreat have not been set at this time. Additional information and details about the proposed retreat will be provided once a facilitator has been selected.

If you have any questions or need additional information, please do not hesitate to contact me.
SUMMARY OF MINUTES
FINANCE COMMITTEE

4:30 p.m., Monday, October 10, 2016

COMMITTEE ROOM
Room 239, City Hall

______________________________
MEMBERS PRESENT: Mayor Allen Joines (departed at 5:48 p.m.)
Council Member Robert C. Clark, Chair
Council Member Denise Adams, Vice Chair
Council Member Vivian H. Burke
Council Member Derwin L. Montgomery

OTHERS PRESENT: Council Member Jeff MacIntosh
Council Member James Taylor, Jr. (arrived at 5:30 p.m.)

Chair Clark called the meeting to order and stated that without objection, the Committee would first consider the Consent Agenda and asked if any items needed to be removed for discussion. Council Member Burke and Chair Clark requested to pull Items C-3 and C-7(e). No other items were removed.

Council Member Montgomery made a motion to approve the balance of the Consent Agenda. The motion was duly seconded by Council Member Adams and carried unanimously.

CONSENT AGENDA


C-2. RESOLUTION AUTHORIZING EASEMENT ACQUISITIONS FOR THE LANTERN RIDGE GREENWAY CONNECTION BY DEED OF CONDEMNATION (WEST WARD). [$7,970]

C-4. RESOLUTION AUTHORIZING FEE SIMPLE AND TEMPORARY CONSTRUCTION ACQUISITION OF PROPERTIES FOR EBERT STREET – 2014 BOND PROJECTS BY DEED OR CONDEMNATION (SOUTHWEST WARD). [$9,625]

C-5. RESOLUTION ACQUIRING FEE SIMPLE AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE ARDMORE ROAD SIDEWALK PROJECT BY DEED OF CONDEMNATION (SOUTH WARD). [$5,540]
C-6. RESOLUTION AUTHORIZING THE ABANDONMENT OF A SEWER EASEMENT IN THE BARRINGTON OAKS DEVELOPMENT.

C-7. CONSIDERATION OF ITEMS RELATED TO CONTRACTS:
   
a. RESOLUTION AWARDING PURCHASE ORDER FOR POLICE PURSUIT VEHICLES – Ginn Chrysler Jeep Dodge, LLC - $1,516,914.

b. RESOLUTION AWARDING PURCHASE ORDER FOR REAR LOADING REFUSE TRUCKS – Triad Freightliner of Greensboro, Inc. - $1,705,780.

c. RESOLUTION AWARDING PURCHASE ORDER FOR CHEVROLET TAHOE SPECIAL SERVICE VEHICLES – Modern Automotive Network, LLC - $209,616.

d. RESOLUTION AWARDING CONTRACT FOR POLICE UNIFORMS – D & E Distributors, Inc. dba Harrison’s Public Safety - $304,000. (Estimated Amount).

e. RESOLUTION AWARDING CONTRACT FOR SELF-CONTAINED BREATHING APPARATUS EQUIPMENT – Municipal Emergency Services, Inc. - $185,056.

f. RESOLUTION AWARDING CONTRACT FOR PURCHASE OF TURNOUT GEAR – Atlantic Emergency Solutions, Inc. - $162,171.62.

g. RESOLUTION AWARDING CONTRACT FOR CONSTRUCTION OF WINSTON LAKE GOLF COURSE RESTROOM FACILITY – DreamBuilt Construction, Inc. - $365,385. (Estimated Amount).

h. RESOLUTION AWARDING CONTRACT FOR UNION STATION RESTORATION AND RENOVATION – PHASE 2 (EAST WARD) – New Atlantic Contracting, Inc. - $11,099,000. (Estimated Amount).

i. RESOLUTION APPROVING A CONTRACT FOR SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR PAYROLL AND HUMAN RESOURCES – Sum Total Systems - $407,582.

k. RESOLUTION APPROVING A CONTRACT FOR HAZEN AND SAWYER TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE LOCKLAND PARK DRAINAGE IMPROVEMENT PROJECT [$190,655] (SOUTHWEST WARD).

C-8. CONSIDERATION OF ITEMS RELATING TO A CONTRACT FOR CONSTRUCTION OF BOWMAN GRAY METHANE REMEDIATION PROJECT: (EAST WARD).
C-9. CONSIDERATION OF AMENDMENTS TO THE FISCAL YEAR 2016-17 BUDGET ORDINANCES FOR THE CITY OF WINSTON-SALEM, NORTH CAROLINA:


C-10. DISCUSSION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCGUIRE WOODS CONSULTING, LLC.

C-11. RESOLUTION APPROVING FUNDING TO S.G. ATKINS COMMUNITY DEVELOPMENT CORPORATION TO COMPLETE THE EAST END MASTER PLAN.

C-12. CONSIDERATION OF ITEMS RELATED TO THE RELOCATION OF TRAFFIC SIGNAL CABINETS:

a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE RELOCATION OF TRAFFIC SIGNAL CABINETS.


C-13. RESOLUTION AUTHORIZING THE REPAIR OF DAMAGED RETAINING WALLS WITH BOND SIDEWALK FUNDS IN THE EAST WARD.

C-14. RESOLUTION DECLARING CERTAIN CITY OWNED EQUIPMENT SURPLUS AND AUTHORIZING THE SALE THEREOF.


C-3. RESOLUTION AUTHORIZING THE ISSUANCE OF A QUIT CLAIM DEED TO THE BOARD OF TRUSTEES FOR FORSYTH TECHNICAL COMMUNITY COLLEGE (NORtheast WARD).

Mr. Kirk Bjorling, Real Estate Administrator, gave a brief report on this item.
In response to Council Member Burke, Mr. Bjorling stated this location is in north Winston-Salem (in the northeast ward) in the old strip shopping center on Patterson Avenue near Germanton Road.

Council Member Burke made a motion for approval. The motion was duly seconded by Council Member Adams and it carried unanimously.

C-7. CONSIDERATION OF ITEMS RELATED TO CONTRACTS:

e. RESOLUTION AWARDING CONTRACTS FOR FURNITURE AND FURNISHINGS FOR POLICE DISTRICTS #1 AND #3 (Northeast Ward and Southwest Ward) Simmons Office Interiors, Inc. - $201,847.94, PMC Commercial Interiors, Inc. - $71,116.00, Delve Interiors, LLC - $23,093.72.

Mr. Robert Prestwood, City Engineer, gave a brief report on this item.

In response to Council Member Burke, Mr. Prestwood stated both stations are currently under construction. District #3 is located on Stratford Road while District #1 is located on Northpoint Boulevard and is being redesigned. Completion for both projects is projected for spring of 2017.

Council Member Adams made a motion for approval. The motion was duly seconded by Council Member Montgomery and carried unanimously.

GENERAL AGENDA

G-1. CONSIDERATION OF ITEMS RELATING TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS (ROLLING HILLS APARTMENTS) SERIES 2016:

a. RESOLUTION APPROVING FINANCE TEAM AND MAKING CERTAIN FINDINGS WITH RESPECT TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS (ROLLING HILLS APARTMENTS), SERIES 2016. [$7,800,000]

b. RESOLUTION AUTHORIZING ISSUANCE AND SALE OF MULTIFAMILY HOUSING REVENUE BONDS (ROLLING HILLS APARTMENTS), SERIES 2016.

Mrs. Lisa Saunders, Chief Financial Officer, gave the staff report on this item.

In response to Chair Clark, Mrs. Saunders stated the revenue bonds will be rated based on the project revenues of the bonds.

Council Member Montgomery made a motion for approval. The motion was duly seconded by Council Member Adams and it carried unanimously.
G-2. CONSIDERATION OF ITEMS AUTHORIZING MODIFICATIONS TO AGREEMENT FOR RENTAL ASSISTANCE WITH THE HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM:

a. RESOLUTION AUTHORIZING MODIFICATIONS TO AGREEMENT FOR RENTAL ASSISTANCE WITH THE HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM (HAWS).


At this time, Council Member Adams made a motion to excuse Council Member Montgomery from voting on Items G-2 and G-3. The motion was duly seconded by Council Member Burke and it carried unanimously.

Mr. Ritchie Brooks, Director Community Business & Development gave the staff presentation on this item.

In response to Council Member Burke, Mr. Lee Garrity, City Manager responded saying the Choice Neighborhood project will be brought back to Council in November.

Council Member Burke made a motion to approve this item. The motion was duly seconded by Council Member Adams. The motion carried with three in favor and one excused.

G-3. RESOLUTION AUTHORIZING SUBMISSION OF YOUTH HOMELESSNESS DEMONSTRATION PROGRAM APPLICATION AND EXECUTION OF AGREEMENTS.

Mr. Brooks gave a brief report on this item.

In response to Chair Clark, Mr. Brooks responded this is a motion to approve the filing of the application and the continuum of care is responsible for implementing the policies.

In response to Council Member Adams, Mr. Brooks stated the Youth Advisory Board has not been appointed for this program and Mayor Joines will appoint those persons to that board.

Council Member Adams requested information in regards to what the criteria would be for the persons interested in being on this board.

Council Member Burke made a motion for approval. The motion was duly seconded by Council Member Adams and carried unanimously.

G-4. RESOLUTION AUTHORIZING A COMMITMENT OF FUNDS TO S.G. ATKINS COMMUNITY DEVELOPMENT CORPORATION FOR THE ENTERPRISE CENTER. [$165,000]
Mr. Brooks briefly reported on this item.

In response to Council Member Burke, Mrs. Carol Davis, Executive Director, S.G. Atkins Community Development Corporation, stated all of the 34 business currently in the business center pay a monthly rental fee.

In response to Council Member Burke, Mrs. Davis responded there are several people from the Hewitt Business Center (West Salem Square) interested in the facility. One applicant has signed a lease.

In response to Council Member Adams, Mrs. Davis stated only five chefs at a time are allowed due to space available. There are limits based on the requirements for refrigeration and storage. She noted contracts are for 12-month agreements.

In response to Council Member MacIntosh, Mrs. Davis indicated the grease traps were installed during the last phase of the renovation.

In response to Chair Clark, Mrs. Davis stated there is room for approximately eight to ten more tenants in the business center.

Council Member Burke requested a report brought back to Council on how the center will function. She also asked that staff investigate options for anyone displaced by the project.

Chair Clark suggested working with the Food Bank’s Triad Community Kitchen for synergy of the two programs.

Council Member Adams made a motion for approval. Council Member Burke duly seconded and it carried unanimously.

G-5. ORDINANCE DESIGNATING CERTAIN PROPERTY AS A HISTORIC LANDMARK – The John L. and Emma L. Gilmer House, 605 West Cascade Avenue, Winston-Salem and a Portion of an Unopened Alley. [Item continued from the September meetings of the Finance and Community Development/Housing/General Government Committees.]

Ms. Michelle McCullough, Planning Department, gave the staff presentation on this item.

In response to Council Member Adams, Ms. McCullough stated the Historic Resources Commission (HRC) is responsible for ensuring the historical features are retained.

In response to Council Member Montgomery, Ms. McCullough stated HRC makes decisions on where the historic preservations are made based on special significance and integrity and its importance to our culture.

Mr. Richard Sickles, owner of the Gilmore House, 605 West Cascade Avenue stated he is a proud owner of the home and pointed out its location beside Washington Park.

Council Member Burke made a motion for approval. The motion was duly seconded by Council
Member Clark and carried with two in favor, two opposed. Voting in favor of the item were Council Members Clark and Burke, with Council Member Adams and Montgomery voting in opposition. This item will be heard at City Council’s November 7 meeting.

Council Member Burke requested consideration be given to the Bon Aire Avenue houses, Patterson Avenue, Cherry Street and 25th Street houses for historic preservation.

G-6. INFORMATION ON WINSTON-SALEM LAKE YMCA. (EAST WARD)

Mr. Derwick Paige, Assistant City Manager, introduced this item.

Mr. Curt Hazelbaker, President and CEO of the YMCA, 1600 Dellinger Drive, and Clemmons gave a report on this item.

Council Member Adams requested information on financial data in the last five years on the maintenance of this facility.

Mr. Hazelbaker stated the top floor of the YMCA is not closed. There was a dance group renting the space and they outgrew it. There is an exercise class there currently in the space.

In response to Council Member Burke, Mr. Hazelbaker stated the facility does not have enough membership revenue to support the cost to operate the facility. The YMCA has invested over $800,000 into the facility, in the last five years on pool equipment, handicap doors, HVAC equipment, flooring and roofing. The pool gets inspected every year. The facility has about 1,800 members. The senior population makes up 72% of the membership and third party insurance companies pay their fees.

In response to Council Member Montgomery, Mr. Hazelbaker responded financial assistance is available to members. No one is turned away. Most of the equipment is owned, however, the cardio equipment is on lease. The YMCA is a social place and the senior participation is a great opportunity.

In response to Council Member MacIntosh, Mr. Garrity stated this item is not in the City’s Capital Plan.

Council Member Montgomery, He also inquired about the expected relationship of the City to the Center.

Chair Clark requested a floor plan on for the YMCA, as well as locations of all the City’s other recreation facilities.

ADJOURNMENT: 6:05 p.m.