

FINANCE COMMITTEE
WEDNESDAY, July 16, 2014
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VIRGINIA
AGENDA

5:30 P.M. CALL TO ORDER

- | | |
|--|-------------------|
| 1. Approve Minutes of the June 11, 2014, Finance Committee Meeting | 1 Minute |
| | Page / |
| 2. Treasurer's Investment Reports as of April 30, 2014 (Perkins) | 5 Minutes |
| | Page 5 |
| 3. Request for Reimbursement – Greater Manassas Volunteer Rescue Squad (York) | 15 Minutes |
| | Page 7 |
| 4. 2014 General Obligation Refunding Bond RFP Summary and Recommendation (Pate / York) | 15 Minutes |
| | Page 39 |

City Manager's Time

ADJOURNMENT

cc: Mayor
Council Members
W. Patrick Pate

Paul York
Diane Bergeron
Tamara Sturm

**MINUTES OF THE CITY COUNCIL FINANCE COMMITTEE
WEDNESDAY, JUNE 11, 2014
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VA**

COMMITTEE MEMBERS PRESENT: Council Member Marc Aveni, Chairman
Vice Mayor Andrew L. Harrover
Council Member J. Steven Randolph

COMMITTEE MEMBERS ABSENT: Council Member Mark Wolfe (Alternate)

OTHERS PRESENT: Mayor Harry J. Parrish II, Council Member Jonathan Way, City Manager W. Patrick Pate, Finance and Administration Director Paul York, Budget Manager Diane Bergeron, Public Works and Utilities Director Mike Moon, Neighborhood Services Manager Kisha Wilson-Sogunro

GUESTS PRESENT: Ray Beverage, Commission on Aging

The meeting was called to order at 5:30 p.m. by Chairman Marc Aveni.

AGENDA ITEM #1 Approve Minutes of the April 30, 2014, Finance Committee Meeting

A motion was made and seconded to approve the minutes of the April 30, 2014, Finance Committee Meeting. The Committee approved (3/0).

AGENDA ITEM #2 Resolution R-2014-55 Authorizing the Purchase of a Replacement Virtual Host Server

Diane Bergeron presented Staff's recommendation to authorize the purchase of a replacement Virtual Host Server. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

Resolution R-2014-56 Authorizing the Purchase of a New 10 Gig Blade for the Cisco Router at Public Works

Diane Bergeron presented Staff's recommendation to authorize the purchase of a new 10 gig blade for the Cisco router at Public Works. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #3 Resolution 2014-55-R Amending the FY 2014 Budget by Budgeting and Appropriating \$2,912 in Sponsorship Revenue for the Neighborhood Conference

Kisha Wilson-Sogunro presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating \$2,912 in Sponsorship Revenue for the Neighborhood Conference. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #4 Resolution 2014-55-R Amending the FY 2014 Budget by Budgeting and Appropriating \$2,780 from the State / Local Drug Seizure Funds for Police Department Investigations

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating \$2,780 from the State / Local Drug Seizure Funds for Police Department investigations. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #5 Resolution 2014-55-R Amending the FY 2014 Budget by Budgeting and Appropriating \$4,867 of State Reimbursement Revenue for Extradition Expenditures

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating \$4,867 of State Reimbursement Revenue for extradition expenditures. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #6 Resolution 2014-55-R Amending the FY 2014 Budget by Budgeting and Appropriating \$1,945 from the Virginia State Police for Virginia Help Eliminate Auto Theft (H.E.A.T.) Training

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating \$1,945 from the Virginia State Police for Virginia Help Eliminate Auto Theft (H.E.A.T.) training. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #7 Resolution 2014-55-R Amending the FY 2014 Budget by Transferring \$10,000 from General Fund Contingency to Provide a One-Time Contribution to Northern Virginia Family Services

W. Patrick Pate presented a request to amend the FY 2014 Budget by transferring \$10,000 from General Fund Contingency to provide a one-time contribution to Northern Virginia Family Services. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting and will not be on consent.

AGENDA ITEM #8 Resolution 2014-55-R Amending the FY 2014 Budget by Transferring \$50,000 from General Fund Contingency to Provide a One-Time Contribution to the Commission on Aging for a Sprinkler System in the New Exercise Room at the Manassas Senior Center

W. Patrick Pate presented a request to amend the FY 2014 Budget by transferring \$50,000 from General Fund Contingency to provide a one-time contribution to the Commission on Aging for a sprinkler system in the new exercise room at the Manassas Senior Center.

The Committee approved a contribution of \$25,000 (3/0). This item will be forwarded to the June 16, 2014, City Council meeting and will not be on consent.

AGENDA ITEM #9 Resolution 2014-55-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$35,000 Donation for Fireworks for the 4th of July Celebration

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating a \$35,000 donation for fireworks for the 4th of July celebration. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #10 Resolution 2014-55-R Amending the FY 2014 Budget by Transferring Funds Between Capital Projects and Budgeting and Appropriating Additional Grant Revenue Received for Capital Projects

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by transferring funds between Capital Projects and budgeting and appropriating additional Grant Revenue received for Capital Projects. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

Resolution R-2014-54 Authorizing the Potomac and Rappahannock Transportation Committee (PRTC) to Unappropriate Funds for the Completed Liberia Avenue Third Lane Project

Diane Bergeron presented Staff's recommendation to authorize the Potomac and Rappahannock Transportation Committee (PRTC) to unappropriate funds for the completed Liberia Avenue Third Lane Project. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #11 Resolution 2014-55-R Amending the FY 2014 Budget by Moving Existing Capital Projects Related to Transportation Improvements to the New Northern Virginia Transportation Authority (NVTa) Fund

Paul York presented Staff's recommendation to amend the FY 2014 Budget by moving existing Capital Projects related to Transportation Improvements to the new Northern Virginia Transportation Authority (NVTa) Fund. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

AGENDA ITEM #12 Resolution 2014-55-R Amending the FY 2014 Budget by Budgeting and Appropriating \$1,211,558 from General Fund Fund Balance FY 2014 Detention Expenditures

Diane Bergeron presented Staff's recommendation to amend the FY 2014 Budget by budgeting and appropriating \$1,211,558 from General Fund Fund Balance FY 2014 Detention expenditures. The Committee approved (3/0). This item will be forwarded to the June 16, 2014, City Council meeting.

City Manager's Time

Hired Economic Development Director

State Budget Update

The meeting was adjourned at 6:37 p.m. by Chairman Aveni.

AGENDA STATEMENT

PAGE NO. 5

ITEM NO. 2

MEETING DATE: July 16, 2014 – Finance Committee

TIME ESTIMATE: 5 Minutes

AGENDA ITEM TITLE: Treasurer's Investment Reports as of April 30, 2014.

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:** N/A

**SUMMARY OF
ISSUE/TOPIC:** Treasurer will present the April 2014 Investment Report.

**STAFF
RECOMMENDATION:** INFORMATION ONLY

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):** REPORTS WILL BE DISTRIBUTED AT THE MEETING

**BUDGET/FISCAL
IMPACT:** N/A

STAFF: Robin R. Perkins, City Treasurer, (703) 257-8246



Item 3

CITY OF MANASSAS

FINANCE & ADMINISTRATION DEPARTMENT

July 9, 2014

TO: City of Manassas Finance Committee

FROM: Paul E. York, Finance and Administration Director

SUBJECT: Request for Reimbursement – Greater Manassas Volunteer Rescue Squad

At the June 11, 2014, Finance Committee meeting, Chairman Aveni requested the matter of a reimbursement request by the Greater Manassas Volunteer Rescue Squad (GMVRS) be placed on the July Finance Committee meeting agenda for discussion. Specifically, the GMVRS has requested the city to reimburse them in the amount of \$30,304 for the cost of insurance they purchased in July 2013. Their claim is that the vehicle insurance provided by the city through the Virginia Municipal League Insurance Programs in accordance with the Services Agreement is inadequate and additional coverages are needed. The Services Agreement between the city and GMVRS requires the city to insure all Rescue Squad vehicles and personnel operating the vehicles whether owned by the city, GMVRS, or jointly.

After researching the matter and reviewing the insurance coverage required under the Services Agreement that the city has in place through the Virginia Municipal League Insurance Program, it was concluded the city is providing the proper insurance coverage required. On April 25, 2014, copy of which is attached, a letter was sent to the GMVRS advising them that their reimbursement request could not be honored because the city is providing the appropriate insurance coverage required per the Services Agreement. Subsequent to sending the April 25, 2014, letter the GMVRS requested additional consideration of their reimbursement request and the matter was reviewed by City Attorney, Martin R. Crim who concurs with the city's finding that adequate insurance coverage is being provided as required by the Services Agreement and their request for reimbursement is unwarranted.

Attached are copies of correspondence that have flowed back and forth regarding this matter for the past year as well as a copy of the Services Agreement. We are prepared to discuss the reimbursement request with the Finance Committee.

REIMBURSEMENT REQUEST

To: Harry Parrish, Mayor, City of Manassas
Andrew Harrover, Vice Mayor, City of Manassas

From: Michael Orazi, President, Greater Manassas Volunteer Rescue Squad
James Stokely, President, Manassas Volunteer Fire Company

CC: J. Steven Randolph, Council Member, City of Manassas
Marc Aveni, Council Member, City of Manassas
Mark Wolfe, Council Member, City of Manassas
Jonathan Way, Council Member, City of Manassas
Ian Lovejoy, Council Member, City of Manassas



RECEIVED
Clerk's Office

JUN 04 2014

Manassas City Clerk's Office

Dear Mayor and Council,

The Greater Manassas Volunteer Rescue Squad (GMVRS) is in receipt of a letter dated April 29, 2014, from Finance and Administration Director Paul E. York, which he denied a request from the GMVRS for reimbursement of insurance premium costs it paid to secure adequate coverage for Squad members and officers. A copy of the GMVRS request and Mr. York's response is attached. As explained in GMVRS letter dated March 27, 2014, reimbursement was being sought in accordance with terms of the City's Services Agreement with the GMVRS, which became effective July 3 2013, wherein we believe the City assumed responsibility for such expenses.

In addition to affecting the GMVRS, this issue also directly impacts the Manassas Volunteer Fire Company (MVFC) since it has also determined the City's insurance provides inadequate organizational coverage and found it necessary to procure a separate insurance policy. Thus, within the City's Fire and Rescue Committee (FRC) member organizations, there are currently three insurance policies in effect, which to some extent provide duplicate coverage. We believe this is both unnecessary and a wasteful use of tax funded services. Because this matter remains unresolved, we are seeking your assistance to determine a workable solution for the benefit of the City, its citizens, and the three FRC member organizations.

By way of additional background information relevant to this matter, we offer the following:

- The City's insurer of its vehicles, including Fire and EMS apparatus, is the Virginia Municipal League (VML), which is not an insurance company. VML coverage pertains to both volunteer and career city employees. However, we have documentation from Mr. Greg Dickie of the Virginia Municipal League Insurance Plan stating that if the vehicles remain solely insured under the VML program, the GMVRS and the MVFC will be left without coverage in the area of non-owned liability, hired car liability, fellow member liability and commandeered auto liability.
- In addition, the VML will not provide legal defense should a suit be filed against either the GMVRS or MVFC (non-profit corporations), their officers or directors. This puts both organizations at

extreme liability risk even though a member of the career staff may actually be the operator of the vehicle that precipitates a suit.

- In order to maintain adequate insurance for its members and corporate officers, both the GMVRS and MVFC have procured separate policies through VFIS. These policies insure vehicle operators, vehicles, buildings, and organization-owned property. Both the GMVRS and MVFC have failed to find an insurance carrier that will underwrite a policy for the coverage needed between what the VML provides and the needed organization coverage as provided under the VFIS policy. Since the premiums for these VFIS policies exceed that of VML, both organizations are willing to enter into discussions with the City to determine the feasibility of sharing the cost of a comprehensive insurance policy for all three FRC organizations in order to eliminate paying for duplicate coverage in the future.

The volunteers of the GMVRS and the MVFC put in countless hours and substantial monetary support to the combination Fire and Rescue system as established by City Council. We believe it's in the City's best interest to preserve this system by addressing this issue in a comprehensive and cost-effective manner. As an interim step, we request that the GMVRS be reimbursed for the unplanned costs for insurance premiums paid in 2013-14, as previously requested.

Please contact me at 571-238-9202 or orazim@gmvrs.org, if you have any questions or would like to discuss this matter. I look forward to your response.

Respectfully,



Michael Orazi
President, GMVRS

I have read and concur with the contents of this letter, including MVFC's offer to participate in discussions with the City to resolve this issue for all Parties.

Respectfully,



James M. Stokely
President, MVFC

Attachments



Verizon Message Center

Monday, May 5 at 11:34 AM

From: "Jim Stokely" <jstokely@wgoins.com>
To: "Marc Aveni" <aveni@verizon.net>
Subject: vehicle insurance for MVFC & GMVRS

Hi Marc,

I have received my copy of the letter sent to the GMVRS from Mr. Paul York dated 4-29-14 regarding the automobile liability insurance issue we've met about on a number of occasions. I must admit that I am extremely upset that the City would leave the volunteer organizations and the officers and board members of the volunteer organizations open to a possible lawsuit stemming from the operations of the fire & rescue vehicles no matter if it is a career driver or a volunteer driver. I will be going out of town at noon today but returning this Wednesday afternoon 5-7-14. I would like to meet with you to discuss this situation hopefully prior to the FRC meeting of 5-15-14. I cannot express strongly enough how detrimental this decision will be to the combination fire & rescue system if allowed to stand as Mr. York has written.

Respectfully,
Mo

James M. Stokely, CIC, CPIA
Welch, Graham & Ogden Insurance, Inc.
7723 Ashton Avenue
Manassas, Va. 20109
703-530-1300 office
703-530-9994 fax
703-501-0016 cell

*please let me know
how we will respond
to this thanks
MTA-*

April 25, 2014

Mr. Michael Orazi, President
Greater Manassas Volunteer Rescue Squad
P. O. Box 123
Manassas, VA 20108-0123

Dear Mr. Orazi:

I have reviewed your March 27, 2014, letter requesting reimbursement for insurance purchased by the GMVRS and have concluded that the City cannot honor your request.

My decision is based on a review of the Services Agreement between the City and the GMVRS, discussions with Chief Bowman and Risk Manager, Brenda Cogdell and information obtained from the City's insurer, the Virginia Municipal League Insurance Programs. The Services Agreement Sections 5 C.3. and 8 B. j. requires the City to provide insurance coverage for all units and personnel operating on such units in the fleet whether owned by the GMVRS, the City or jointly. My research has concluded we are providing the GMVRS with the appropriate insurance coverage required by the Services Agreement.

Attached is a copy of the Services Agreement and VMLIP Insurance Coverage Declaration for your review. If you should have any further questions, please let me know.

Sincerely, .

Paul E. York
Finance and Administration Director

CC: William Patrick Pate, City Manager
Brett Bowman, Chief Fire and Rescue
Marc Aveni, Chairman, City of Manassas Fire and Rescue Committee
James Stokely, President Manassas Volunteer Fire Company
Brenda Cogdell, Risk Manager

REIMBURSEMENT REQUEST

To: Paul York, Director of Finance, City of Manassas
Robin Perkins, Treasurer, City of Manassas

From: Michael Orazi, President, GMVRS

CC: Brett Bowman, Fire Chief, City of Manassas
William Pate, City Manager, City of Manassas
Marc Aveni, Chairman, City of Manassas Fire and Rescue Committee
James Stokely, President, Manassas Volunteer Fire Company



March 27, 2014

In accordance with Section 8 of the Services Agreement between the City of Manassas and the Greater Manassas Rescue Squad (GMVRS), dated July 3, 2013, the City of Manassas is responsible for the cost of vehicle insurance for Fire and Rescue vehicles operated out of our facility. For the primary reasons cited below, GMVRS has had to fund this insurance for FY14 as an unbudgeted cost.

- The City's vehicle insurance provider, Virginia Municipal League (VML), has to date refused to or cannot provide to the satisfaction of the GMVRS Board of Directors evidence of coverage that meets or exceeds the coverage of our existing insurance plan.

- The City has provided the GMVRS a document from VML stating that GMVRS is an additional "insured" party on the City's policy. From a legal perspective, this is significantly different (and FAR less inclusive) than being an additional "named insured" party. Our insurance provider will add the City of Manassas (and Manassas Volunteer Fire Company, if deemed necessary) to our current policy as an additional "named insured" party without a premium increase.

- VML has informed us they will not provide coverage for vehicles that are "borrowed" from other agencies to meet service delivery requirements, unless those vehicles are "borrowed" for a minimum of 6 months. Our policy covers using a "borrowed" vehicle up to \$250,000 in value without premium change and higher vehicle value coverage is available upon request at additional premium cost.

- It is our understanding that in Virginia, vehicle insurance is secured by the owner of the vehicle. The City has told us GMVRS vehicles are fully covered by VML even though the vehicles are not owned by the City. GMVRS inquiries on this matter remain unanswered by the City or VML.

In consideration of these primary reasons, we request the City of Manassas immediately reimburse GMVRS in the amount of \$30,304 for the cost of insurance secured by GMVRS. Invoice copies attached. As you can see from the attached letters, we have been requesting reimbursement going back to July 2013. To date, there has been NO RESPONSE from the City to our previous requests. Without reimbursement from the City, we will have a shortfall in meeting those financial obligations for items contained in the Services Agreement that falls within the GMVRS responsibility to fund, and will have no choice but to go directly to City Council to seek additional funding.

I look forward to a resolving this long standing issue that has resulted in the needless expenditure of limited City EMS funds. Thank You in advance for your prompt attention to this request.

Thank you,
Michael Orazi
Michael Orazi

**Greater Manassas Volunteer Rescue Squad
P.O. Box 123
Manassas, Virginia 20108-0123
(703) 361-2030**

October 20, 2013

**Diane Bergeron
9027 Center St
Manassas VA 20110
(703) 257-8234**

Dear Ms. Bergeron:

According to the Services Agreement, The City of Manassas is to provide vehicle insurance that will fully cover both the career staff and the volunteer staff. Our reach has determined that the current policy from the Virginia Municipal League (VML) does not adequately cover the volunteers of the Greater Manassas Volunteer Rescue Squad.

Consequently, the Greater Manassas Volunteer Rescue Squad decided that it was necessary to obtain additional vehicle insurance at a cost of \$30,304.00 per year from Scott Insurance. Copies of the invoices from Scott Insurance dated July 12, 2013 and July 15, 2013 are attached. Previously, on 7/17/2103, the GMVRS sent your office a letter requesting money to cover this bill (copy attached). This is a follow up request for reimbursement. Should you have any questions about this matter, please contact President Michael Enright or myself at (703)361-2030.

Sincerely,

**Jeffrey B. Plumb
Treasurer, GMVRS**

Greater Manassas Volunteer Rescue Squad
P.O. Box 123
Manassas, Virginia 20108-0123
(703) 361-2030

July 17, 2013

Diane Bergeron
9027 Center St
Suite 403
Manassas VA 20110
(703) 257-8234

Ms. Bergeron:

I would like to request the First Quarterly draw of the FY2013-2014 budget for the Rescue Squad. Attached you will find invoices for this period. Additionally I am requesting the \$35,000.00 for LOSAP and \$30,304.00 for insurance. Attached you will find invoices for the requested insurance money. Should you have any further questions regarding this matter, you can contact me or President Mike Enright at (703) 361-2030.

Sincerely,

Jeffrey B. Plumb
Treasurer, GMVRS

1700 Bayberry Court Ste 200

Richmond, VA 23226

Phone: (804)545-2226

Fax: (434)455-8940

Jeubank@scottins.com

Please note that no coverage can be bound, altered or terminated nor can a claim be reported through received email unless we respond with a confirmation.

Email Confidentiality Notice: The information contained in this transmission is confidential, proprietary or privileged and may be subject to protection under the law, including the Health Insurance Portability and Accountability Act (HIPAA). The message is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited and may subject you to criminal or civil penalties. If you received this transmission in error, please contact the sender immediately by replying to the email and delete the material from any computer.

Michael R. Enright
PO BOX 123
Manassas, Va. 20108
703-806-3329 W
703-946-0016 C

4 attachments



20130715112434182.pdf
170K



20130715112439163.pdf
167K



20130715112917147.pdf
168K



20130715112921770.pdf
161K



Jeff Plumb <plumbj@gmvrs.org>

Fwd: 7/15/13 Insurance Binders & Invoices

1 message

Michael Enright <enrightm@gmvrs.org>

Mon, Jul 15, 2013 at 3:17 PM

To: Jeff Plumb <treasurer@gmvrs.org>

Need to request LOSAP and insurance money ASAP PLEASE. Last 2 are invoices.

----- Forwarded message -----

From: Jamie Eubank <jeubank@scottins.com>

Date: Mon, Jul 15, 2013 at 10:35 AM

Subject: 7/15/13 Insurance Binders & Invoices

To: Michael Enright <enrightm@gmvrs.org>

Hi Mike!

Please find attached our Insurance Binders which serve as temporary insurance contracts, subject to the terms and conditions of the policies when issued. The binders reflect coverages bound effective 7/15/2013 for the Package and Umbrella coverages. I will forward your policies to you upon receipt from the insurance company.

Finally I have placed invoices in the mail to you today for the annual premiums for the Package, Umbrella, and Accident renewals along with a return envelope. I have included a copy in the attachments above. The payments are due 8/4/13.

We appreciate your business with Scott Insurance and look forward to serving you in the future. Please do not hesitate to contact us if you have any questions and/or exposure operational changes now or throughout the policy term.

Thank you!
Jamie

Jamie Eubank, CISR

Scott Insurance

Account Analyst



CHARLOTTE
GREENSBORO
KNOXVILLE
LYNCHBURG
NASHVILLE
RALEIGH
RICHMOND
ROANOKE

(704) 656-1341
(336) 273-8599
(865) 588-0111
(434) 832-2100
(615) 771-9800
(919) 844-0640
(804) 545-2200
(540) 343-8071

INVOICE # 356336		Page 1
ACCOUNT NO. GREAT02	CSR 7J	DATE 07/12/13
BALANCE DUE ON 08/04/13		
AMOUNT PAID		AMOUNT DUE \$ 18,845.00

Greater Manassas Volunteer Res

Mike Enright
P.O. Box 123
Manassas, VA 20108-0123

PLEASE PAY FROM THIS INVOICE

Item #	Eff Date	Trn	Type	Policy #	Loan #	Description	Amount
INVOICE # 356336							
99ZH23	07/15/13	REN	ACCD	VFP-4447-6717D-00		13/14 Accident Renl Premium GLATFELTER INS GROUP	\$ 18,845.00
Invoice Balance:							\$ 18,845.00

Charlotte 6135 Park South Dr. Ste. 100 Charlotte, NC 28210	Greensboro 628 Green Valley Rd. Ste. 306 Greensboro, NC 27408	Knoxville 2095 Lakeside Centre Way Ste. 110 Knoxville, TN 37922	Lynchburg 1301 Old Graves Mid Rd. Lynchburg, VA 24502	Nashville 6640 Carothers Parkway Ste. 100 Franklin, TN 37067	Raleigh 4700 Falls of House Ste. 320 Raleigh, NC 27609	Richmond 1700 Bayberry Court Ste. 200 Richmond, VA 23226	Roanoke 16 Franklin Rd. SE Ste. 550 Roanoke, VA 24011
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CHARLOTTE
GREENSBORO
KNOXVILLE
LYNCHBURG
NASHVILLE
RALEIGH
RICHMOND
ROANOKE

(704) 556-1341
(336) 273-0599
(865) 688-0111
(434) 832-2100
(615) 771-9600
(619) 844-0640
(804) 645-2200
(540) 343-8071

INVOICE # 356345		Page 1
ACCOUNT NO. GREAT02	CSR 7J	DATE 07/15/13
BALANCE DUE ON 08/04/13		
AMOUNT PAID		AMOUNT DUE \$ 11,459.00

Greater Manassas Volunteer Res
Mike Enright
P.O. Box 123
Manassas, VA 20108-0123

PLEASE PAY FROM THIS INVOICE

Item #	Eff Date	Trn	Type	Policy #	Loan #	Description	Amount
INVOICE # 356345							
99ZH7Z	07/15/13	REN	PKG	VFIS-TR-2065441-02		13/14 Package Rent Premium GLATFELTER INS GROUP	\$ 2,201.00
99Z1180	07/15/13	REN	UM-S	VFIS-CU-5058386-02		13/14 Umbrella Rent Premium GLATFELTER INS GROUP	\$ 3,258.00
Invoice Balance:							\$ 11,459.00

Charlotte 5135 Park South Dr Ste. 100 Charlotte, NC 28210	Greensboro 628 Green Valley Rd Ste. 306 Greensboro, NC 27408	Knoxville 2095 Lakeside Centre Way Ste. 110 Knoxville, TN 37922	Lynchburg 1301 Old Graves Mill Rd. Lynchburg, VA 24502	Nashville 6640 Carothers Parkway Ste. 100 Franklin, TN 37067	Raleigh 4700 Falls of Heuse Ste. 320 Raleigh, NC 27609	Richmond 1700 Bay Berry Court Ste. 200 Richmond, VA 23226	Roanoke 10 Franklin Rd. SE Ste. 550 Roanoke, VA 24011
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P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vmlins.org

AUTOMOBILE COVERAGE/RENEWAL DECLARATIONS

AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

Named Member: City of Manassas

Member Address: P.O. Box 560
Manassas, VA 20110

Coverage Period: 07/01/2013 to 07/01/2014

Policy Number: P-2013-2014-VML-0088-1

Member Type: City

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOMOBILES

This coverage document provides only those coverages where a charge is shown in the contribution column below. Each of the coverages will apply to those AUTOMOBILES shown as covered AUTOMOBILES. AUTOMOBILES are shown as covered AUTOMOBILES for a particular coverage by the entry of one or more symbols as described in commercial form CA 00 01 10 01

COVERAGES	AUTO SYMBOL	LIMIT THE MOST THE VIRGINIA MUNICIPAL LIABILITY POOL WILL PAY FOR ANY ONE ACCIDENT OR LOSS	CONTRIBUTION
LIABILITY COVERAGE	1	\$1,000,000	\$103,993
DEDUCTIBLE		\$0	
NO FAULT PROPERTY DAMAGE		\$10,000	\$16,337
AUTO MEDICAL PAYMENTS COVERAGE	2	\$10,000	\$0
UNINSURED MOTORIST COVERAGE	6	\$25,000 each person bodily injury/\$50,000 each accident bodily injury/\$20,000 each accident property damage	\$0
PHYSICAL DAMAGE COVERAGE			
COMPREHENSIVE COVERAGE	2, 8	Actual Cash Value or Cost of Repair, whichever is less, minus 1000 for each covered auto for all loss except fire or lightning.	\$41,714
COLLISION COVERAGE	2, 8	Actual Cash Value or Cost of Repair, whichever is less, minus 1000 for each covered auto for all loss except fire or lightning.	

BUSINESS AUTO POLICY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

It is agreed that:

1. The "Who Is A Covered Person" provision is amended to include as a covered person the person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by an amount paid as damages, or any attorney's fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Greater Manassas Volunteer Rescue Squad and its directors and employees for acts or omissions in their capacity as such. 9322 Center Street, Manassas, VA.

AUTHORIZED BY

NAMED MEMBER OR ENTITY: City of Manassas

DATE: July 1, 2013

ENDORSEMENT NO. 6B

Revised 4/1/87

BASIC AUTOMOBILE CONTRIBUTION:

\$162,044

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Karen Muckols

Authorized Signature

05/01/13

Date

Page 3 of 11

THE CITY OF MANASSAS, VIRGINIA

AND

THE GREATER MANASSAS VOLUNTEER RESCUE SQUAD, INC.

SERVICES AGREEMENT

AUGUST 12, 2013



Table of Contents

ARTICLE I – BACKGROUND AND OBJECTIVES	1
Section 1. Preamble	1
Section 2. Agreement Purpose	1
Section 3. Agreement Objectives	1
ARTICLE II – DEFINITIONS	2
ARTICLE III – TERMS.....	2
Section 1. Partnership	2
Section 2. Strategic Planning.....	2
Section 3. Volunteer Personnel	3
Section 4. Facilities	3
Section 5. Apparatus and Equipment	4
Section 6. Capital Improvement Plan	5
Section 7. Funding and Payments.....	6
Section 8. Budget Development and Review	6
Section 9. City Contribution and Grants	7
Section 10. Provision of Information.....	7
ARTICLE IV – AGREEMENT TERM AND TERMINATION	7
Section 1. Term.....	7
Section 2. Termination.....	7
ARTICLE V – MISCELLANEOUS	7
Section 1. Notices	7
Section 2. Successors and Assigns.....	7
Section 3. Governing Law	7
Section 4. Severability	8
Section 5. Dispute Resolution.....	8
Section 6. Amendments.....	8

SERVICES AGREEMENT
BETWEEN
THE CITY OF MANASSAS, VIRGINIA,
AND
THE GREATER MANASSAS VOLUNTEER RESCUE SQUAD, INC.

ARTICLE I – BACKGROUND AND OBJECTIVES

Section 1. Preamble

THIS AGREEMENT (hereafter, "Agreement"), dated as of August 14, 2013, is entered into by the City Council (hereafter, "Council") on behalf of the City of Manassas, Virginia (hereafter, "City") and the Greater Manassas Volunteer Rescue Squad (hereafter, "GMVRS"), an independent corporate entity formed under Section 501(c)(3) of the United States Internal Revenue Code and licensed by the Virginia Office of Emergency Medical Services (OEMS). Collectively, the City and GMVRS are referred as the "Parties". For the purpose of implementing this Agreement, The City Manager shall act as the City's agent and the GMVRS President will be the agent for the GMVRS.

Section 2. Agreement Purpose

The Greater Manassas Volunteer Rescue Squad, Inc. has been formed in the city as a nonprofit lifesaving crew, organization or rescue squad, and such organization is recognized as an integral part of the Manassas City Fire and Rescue System in the delivery of emergency services which is coordinated by the Fire and Rescue Chief. This Agreement is entered into for the purpose of maintaining viable volunteer rescue and emergency medical services delivery capability by GMVRS, including its Junior and Auxiliary programs and to identify the roles and expectations of the City of Manassas, the City of Manassas Fire and Rescue Department and the GMVRS. In recognition of the essential and valuable partnership with the GMVRS, the City of Manassas enters into this agreement to support operational expenditures and assure fiscal responsibility and transparency. Both Parties are committed to following the terms and conditions of this Agreement as well as its spirit and intent. Therefore, they will make every reasonable effort to resolve any issues that may arise related to its successful implementation and administration at the lowest organization level possible.

Section 3. Agreement Objectives

The objectives of this Agreement are as follows:

- **Define Roles.** Define and clarify the roles and responsibilities of the City and GMVRS in the combined career and volunteer service delivery model.
- **Emergency Services.** Maintain and strengthen GMVRS as a key contributor in the efficient provisioning of rescue and emergency medical services.
- **Utilize Members.** Ensure the utilization of members of GMVRS to the fullest extent of their training and certification.
- **Support Members.** Support and strengthen the capabilities of members of GMVRS in the provisioning of rescue and emergency medical services and supporting business operations.
- **Sustain Contributions.** Sustain the contribution of personnel, facilities and apparatus by GMVRS.
- **Reinforce Relationships.** Ensure the smooth functioning of the combined service delivery model and establish a mutually reinforcing relationship between the City and GMVRS.

- Improve transparency of GMVRS business operations and maintain its financial solvency.
- Identify funding, revenue and expenditure responsibilities to support operational, administrative and capital needs.
- Address distribution of GMVRS assets in the event of its dissolution as a legal entity.

ARTICLE II – DEFINITIONS

Capitalized terms in this Agreement shall have the meanings provided below.

"Contribution" means the annual and any supplemental provision of financial assistance by the City to GMVRS for GMVRS to utilize for those expenditures required by it to sustain its volunteer membership, meet OEMS licensing requirements, and any reasonable expenditures not covered by the City's normal budget process.

"CIP" means the City's Capital Improvement Program.

"City Manager" means that person (or designee) appointed by Council to manage the City.

"City of Manassas Fire and Rescue Department" (hereafter, "CMFRD") means the City career fire and rescue department.

"FRC" means the City of Manassas Fire and Rescue Committee, which is made up of Council-appointed representatives of the Manassas Volunteer Fire Company, CMFRD and GMVRS, which shall work together to support this Agreement as it applies to the City and GMVRS.

"Personal Protective Equipment" (hereafter, "PPE") means all protective clothing and safety equipment required to perform in either a firefighter or EMS position.

"Policy" – a generally applicable rule for the operation of the fire and rescue system, as promulgated through the approval process

"Public Funds" – any monies appropriated by the city council for the purposes of the fire and rescue system whether derived from city levies or general funds, or any fees, grants, loans or gifts from any federal, state, local or private source whatsoever, and any monies commingled with such public funds.

"Rules and Regulations" mean such directives issued from time to time by the FRC that are applicable to all career and volunteer personnel within the Fire and Rescue System.

"Schedule A" is an inventory, which shall be maintained by GMVRS and the Fire Chief, identifying facilities and assets owned by GMVRS and facilities and assets owned by the City. The parties agree that within 6 months of execution of this agreement, GMVRS and CMFRD will complete a Schedule A, which will be incorporated into this Agreement by reference. The Schedule A will be updated annually as of January 30. The Parties also agree that once a SOP for uniforms is developed, the Schedule A will list specific uniform components to be issued to GMVRS and CMFRD personnel as approved by the FRC.

"Standard Operating Procedure" (hereafter, "SOP") a prescribed method to be followed routinely for the performance of designated operations or in designated situations, as promulgated through the approval process.

"GMVRS Policies and Procedures Manual" means a reference source produced by GMVRS containing policies and procedures and SOPs applicable to its members and those who use facilities and assets owned and/or controlled by the GMVRS.

"Fire and Rescue Chief" is that person employed by the City as the manager of the CMFRD and is the same as the Chief of the Fire and Rescue Department as found in Code of Ordinances for the City of Manassas.

(an)

"Real Property" all land, structures firmly attached and integrated equipment (such as light fixtures or a well pump), anything growing on the land and all interests in the property which may include the right to future ownership, right to occupy for a period of time, or an easement across another's property.

"Capital Purchases" – Goods valued at \$5,000 are considered capital assets. Purchase of Capital Asset must be approved by Council specifically in the budget process. If the Capital Asset has not been specifically identified and approved in the budget process, the department must submit a resolution to Council for approval of purchase prior to award of purchase order or contract.

Purchase Money Obligations – Refers to mortgages and any other credit extended to purchase goods or real estate.

ARTICLE III – TERMS

Section 1. Partnership

GMVRS is considered a full partner with the City in providing rescue and emergency medical services to the residents, visitors, and neighbors of the City. Volunteers shall be utilized by the City to the fullest extent of their capabilities, to fulfill the mission of the fire and rescue system and the GMVRS as a community-based rescue and emergency medical services organization.

Section 2. Senior Leadership Meeting

The City Manager and Fire and Rescue Chief will meet with the GMVRS Board of Directors at least annually to discuss strategic issues as they pertain to GMVRS operations and administration. These issues may include, but not be limited to, volunteer utilization, operational posture, facilities, apparatus, capital investment, training and certification, and human resources. GMVRS will work closely with the City to implement the plans and improvements including, but not limited to, the construction, maintenance, and renovation of GMVRS's facility and assets.

Section 3. Volunteer Personnel

A. General. Volunteers through GMVRS provide a source for emergency incident response, force multiplication during peak incident periods or disasters, incident support, and business operations that are vital to the effective delivery of rescue and emergency medical services and community aid. The efforts of the GMVRS relating to volunteer personnel resources will be promoted and supported by the City Manager..

B. Personnel Accounting. GMVRS will maintain accurate rosters of operational and administrative personnel. GMVRS will provide the Fire and Rescue Chief with such data as required by the City to maintain an accurate centralized database of volunteer personnel and their qualifications. The City database will be considered the master record for personnel accounting.

C. Personnel Fitness. The City will provide the operational members of GMVRS with initial and annual medical examinations and occupational health inoculations which are necessary to ensure that GMVRS members maintain the required health standards as set forth by the City Code, SOP's adopted by the GMVRS and/or FRC. Examinations will be available to members at times and locations compatible with their nonwork hours (e.g. evenings and week ends). Additionally, GMVRS will be notified of the medical evaluation outcome and the members will be provided the results of the medical examination in accordance with the terms of the agreement with the health care provider. GMVRS will investigate options for implementing a wellness/fitness program for all Operational Volunteers and will report such options to the Fire and Rescue Chief within twelve (12) months of the implementation of this agreement.

D. Recruitment, Development, and Retention. GMVRS and the Fire and Rescue Chief shall work together to promote the recruitment, development, and retention of members of GMVRS, to include the promulgation of joint recruitment programs, volunteer incentive packages, meaningful operational roles for volunteers, professional development opportunities, and training programs. In connection with the recruitment programs of GMVRS, the City shall provide assistance to GMVRS with services relating thereto, including, but not limited to, individual background investigations, fingerprinting, driving records per Section 60-10 of the City Code and applicable statutes of the Commonwealth of Virginia .

E. Training. The City, through the Unified Training Committee of the FRC, will coordinate and/or provide training to members of GMVRS. Such training will be sufficient and provided at such times so as to enable volunteer members to function as emergency responders within the combined system. Training will include all initial training, refresher training, advanced/specialty training, and continuing education necessary to attain and maintain certifications and skills required by SOP to function as fully qualified firefighters, rescue, and emergency medical services personnel. The City Fire and Rescue Department will maintain master training files and database and provide access to such information as requested by GMVRS for its members. This does not preclude the GMVRS from maintaining training records for its members.

F. Personal Equipment. It is acknowledged that GMVRS personnel are non-compensated City volunteers who are required to maintain EMS qualifications and perform EMS functions equal to those required by career staff of equal rank and certification. As such, the City agrees to fund and/or provide personal equipment of equivalent or proximate quality, function, and/or value; including, but not limited to: Personal Protective Equipment and Uniforms as specified in Schedule B to this Agreement and consistent with any applicable terms of the FRC approved Uniform SOP.

G. Line of Duty Death Coverage – The City shall fund the requirements of the Commonwealth of Virginia Line of Duty Death Act for the qualified operational members of the GMVRS.

Section 4. Facilities

A. General. GMVRS may own, operate, establish use policies, and maintain vital facilities which provide a base of operations for the delivery of rescue and emergency medical services provided by both career and volunteer personnel; serve as rallying points for the public in times of crisis; shelter abandoned children; provide a venue for fundraising, social activities, business operations, and public gatherings; and are landmarks for community. Use policies for GMVRS-owned facilities and equipment that apply to career personnel will be developed in consultation with the Fire and Rescue Chief.

B. Maintenance. GMVRS facilities have been constructed and maintained to promote the safety and security of career and volunteer personnel who work and sleep therein, and to fulfill their mission to provide rescue and emergency medical services. It is recognized then that GMVRS, through City funding owns and with the City as a stakeholder are jointly responsible for the station and related facilities, and have a duty to operate it in a condition suitable for the safety, health, and well-being of those career and volunteer personnel who use them, and to ensure the station and related facilities meet required operational standards as set forth in a separate facilities plan developed by the City and GMVRS. The GMVRS and the CMFRD shall confirm the accuracy of the Schedule A or provide an updated Schedule A to the City Manager or Fire and Rescue Chief (the "Annual Schedule Update") by January 30 each year. The City will plan building maintenance and/or improvements in the annual CIP updates and in the annual budget process. Any funding shortfalls or emergent facility needs not addressed in the CIP or maintenance program will be brought forward to Council for consideration of funding alternatives.

C. Replacement Facility. If and when the decision is made to replace the existing GMVRS facility, the new facility will be a City-owned structure funded through the CIP or other available revenue sources. The new facility will accommodate all emergency response functions and provide adequate administrative space for the GMVRS comparable to that which exists in the existing facility. The GMVRS will have access and use of the facility as long as they remain a viable organization and part of the City fire and rescue system as recognized by City Code and Council actions.

Section 5. Apparatus and Equipment

A. General. The apparatus and equipment in use for the provision of rescue and emergency medical services is a combination of GMVRS owned, City and GMVRS joint owned, and City owned vehicles and equipment. The City Council adopted fleet plan (Ordinance 2012-10) identifies the minimum emergency response apparatus required and to be maintained by the fire and rescue system. Nothing in this section shall preclude the GMVRS from purchasing, insuring, and maintaining (fuel and maintenance) support vehicles not included in the Fleet Plan such as pickup trucks, SUVs, sedans, or other ancillary vehicles from funds it raises as

a non-profit organization for use in doing GMVRS business in accordance with the GMVRS Policies and Procedures Manual. Support vehicles per the purpose of this Agreement are defined as any vehicles below 15,000 pounds gross vehicle weight rating (GVWR) and not intended for primary emergent use.

B. Provision of Apparatus. Acquisition of units identified in this plan shall be purchased by the City through varied funding sources to include the Fire Rescue Levy, the EMS Billing program or other revenue funding alternatives. Units owned by GMVRS may be reallocated to other stations within the City or its mutual aide partners, including those unaffiliated with GMVRS, in accordance with the rescue and emergency medical services needs of the City, its surrounding communities and the operational plans developed by the FRC, or as directed on a temporary basis by the Fire Chief. If existing vehicles are determined to not be replaced by the FRC and/or as identified in the Fleet Plan, at the end of the life cycle, or sooner if agreed by the GMVRS Chief and Fire and Rescue Chief, such units will not be replaced and any funds received with the disposition will be placed into the fire and rescue fleet fund.

C. Apparatus Assistance. GMVRS will work closely with the FRC to develop a plan for the purchase, maintenance, and replacement of apparatus required to fulfill the mission of the GMVRS and the Fire and Rescue Services, including:

1. Apparatus Acquisition. Per Section 60-9 – Titling of vehicles and equipment, all apparatus and equipment purchased with public funds shall be the property of the City and purchased through the City Purchasing Department per required purchasing regulations and laws.
2. Maintenance and Fuel. The City agrees to oversee, manage and provide vehicle maintenance and fuel for units identified in the fleet plan and adopted into the FRC's Fleet Plan.
3. Insurance Assistance. The City agrees to provide insurance coverage of all units and personnel operating on such units in the fleet whether owned by the GMVRS, the City or jointly. In the event that insurance coverage provided by the City does not cover GMVRS volunteers to the same extent as that provided to operators employed by City of Manassas Fire and Rescue Department, the City will acquire and fund appropriate supplemental insurance to cover GMVRS volunteers at the same level.

Section 6: Capital Improvement Program

- A. GMVRS and the City will take necessary steps to ensure the inclusion of funding into the CIP as needed and to provide for the maintenance, upgrade, and replacement of physical facility. Disposition of the existing GMVRS facility at 9322 Center Street will not be included in the City CIP until an agreement is reached on an equitable disposal/transfer of the facility to the City, or until the City Council directs it be included in the CIP.
- B. In order to determine the valuation of the GMVRS facility for sale or transfer, a joint committee consisting of an equal number of City and GMVRS representatives along with appropriate technical specialists will be formed to develop a formula to determine the amount of equity to be allocated to the GMVRS. The committee's joint recommendation will be presented through the City Manager to the Council for ratification within 12 months after this agreement is finalized.

Section 7: GMVRS Assets

- A. All GMVRS assets, of any kind, whether real, personal property or mixed shall be distributed upon lawful dissolution of the GMVRS to the City of Manassas.
- B. The City agrees to assume any and all purchase money obligations of the GMVRS remaining upon dissolution of the GMVRS and agrees to take all necessary steps to assume such debt. The GMVRS shall seek and receive the approval of the City Council before acquiring any new capital asset or real

property debt obligations not already approved in the City Council annual operating budget for the GMVRS unless otherwise permitted under terms of this Agreement.

Section 8: Funding and Payments

All revenue generated from Real Estate Taxes, the "Four For Life Grant," EMS Fees and other grants or awards are public funds and appropriate amounts will be allocated into the Consolidated Budget and/or directly provided to the GMVRS as per this agreement and budget decisions by the City Council. These funds are to be utilized towards the associated costs of this agreement and combined department expenses. As per this agreement funds are allocated as stated in Subsections A and B below:

It is recognized that GMVRS funding is derived from public funds as determined in the budget actions of City Council each year. As a non-profit organization operating without taxing authority, the ability to charge fees for services, or maintain consistent sources of funds, GMVRS may experience funding shortfalls that impact its ability to fully meet its mission or financial obligations. In order to preclude this from occurring, the GMVRS and the City shall jointly track its fiscal resources, forecast funding requirements to meet operational requirements and provide adequate notification to the Council and the FRC, as appropriate when it is anticipated that a significant lapse in operational capacity or effectiveness is expected to occur due to insufficient funds.

In recognition of the GMVRS' prior support for EMS Cost Recovery Fees and historical agreement of 50%/50% revenue sharing the City, in recognition of the needs to support and continue the operations of GMVRS and its membership, agrees to provide \$204,000 for the funding of Section A below in fiscal year 2014, to be adjusted annually based upon projected costs as supported by agreed upon methods to determine amounts as indicated for each cost item below. This annual amount will be reduced by the Council upon mortgage payoff. In addition the proposed funding amounts may be adjusted by the Council through the annual budgetary process. Any use of budgeted contingency funds must be documented and submitted to the City Manager each year.

A. GMVRS:

- a. Mortgage payments for the Station at 9322 Center Street, Manassas, VA [Annual amount based on monthly payment obligations set by mortgage holder]
- b. Membership Expenses [Annual amount based on historical and anticipated costs], including:
 - i. Recruitment and Retention
 - ii. Member welfare and recognition
 - iii. EMS Conferences and meetings
- c. Office Supplies [Projected annual amount assuming joint GMVRS-FRD use at the GMVRS Station]
- d. Information Technology equipment and services including [Projected annual amount assuming joint GMVRS-FRD use at the GMVRS Station using City-based IT service and replacement cost criteria for IT equipment at the GMVRS station]:
 - i. Network development and service
 - ii. Copiers
 - iii. Equipment and software maintenance and replacement
- e. LOSAP fees [Annual amount established by VA LOSAP]
- f. State and Professional EMS affiliations - fees and expenses [Annual amount established by affiliate organizations requisite for the GMVRS to maintain active membership and/or affiliation]
- g. Legal fees including tax preparation [Projected annual amount based on historical and anticipated costs]
- h. Corporate and professional liability and Workers compensation insurance [Projected annual amount based on historical and anticipated costs]
- i. Contingency Expenses [Amount sufficient to maintain a fund level equivalent to approximately 7.5% of the annual GMVRS appropriation from the City not to exceed \$10,000]

B. Consolidated Budget

- a. Medical Physicals
- b. Training
- c. Uniforms
- d. PPE, boots, gloves and Helmets
- e. Radios
- f. Station Supplies
- g. Tools and Monitors
- h. Medical Supplies and O2
- i. Vehicle acquisition per City's Fleet Plan
- j. Vehicle insurance
- k. Vehicle maintenance
- l. Fuel
- m. Building utilities
- n. Building maintenance and improvements
- o. OMD Contract and expenses
- p. Fees for any financial audits required by the City
- q. Funding for Commonwealth of Virginia Line of Duty Death Act for operational members of the GMVRS

Section 8: Budget Development and Review

In December of each year, the GMVRS President and Chief (or designees) will meet with designated CMFRD staff and the Finance Director to begin preparation of the Consolidate and GMVRS Budgets for the next fiscal year. Review of previous year expenditures and projections of the future funding needs will be considered and presented to the City Manager.

Section 9. City Contributions and Grants

Assistance under this Agreement will include financial assistance, as outlined in this document by the City to GMVRS using public funds and budgetary appropriations, all being subject to the City's budget and auditing procedures. Funding is subject to the availability and appropriation of funds by the Council and will be provided in accordance with the terms of this Agreement. Payment of financial assistance may be made through annual, quarterly, or monthly disbursements by the City or via reimbursement arrangements between the City and GMVRS. The procedures for the allocation of funds will be mutually agreed upon by the City and GMVRS.

As a non-profit organization, nothing in this Agreement precludes the GMVRS from independently raising funds to supplement financial assistance provided by the City in support of its operations, as well as for the GMVRS to establish and maintain formal relationships with EMS-related organizations (e.g. VA Association of Volunteer Rescue Services).

Section 10. Provision of Information

Upon the request of the City and at least annually by January 30 of each year, GMVRS will provide the City with its Schedule A, as well as any relevant information needed to assist the City and GMVRS in their joint determination of the viability and solvency of GMVRS, as well as the potential for continued successful operations. GMVRS shall provide a financial report to the City on an annual basis, which will be due by the end of January each year.

ARTICLE IV – AGREEMENT TERM AND TERMINATION

Section 1. Term

This Agreement is between the City and GMVRS. This Agreement shall commence upon its execution by the Council and Mayor and GMVRS President and Board of Directors, and shall continue in effect until terminated in accordance with the terms of this Agreement.

Section 2. Termination

If either party desires to terminate its participation in this Agreement after making a good faith effort to resolve issues using the dispute resolution process contained in Article V Section 5, it shall provide ninety (90) days written notice of its intent to terminate to the other Party and the FRC. Such notice will contain the specific reasons for termination, but in no case will the actual or projected financial gain or loss to either Party from previous funding Agreements between the Parties be used as the basis for termination. During this termination notice period, the Parties will continue to make a good faith effort to resolve issues in order to avoid termination. If such notice is not rescinded within the ninety (90) day period, the Agreement shall be considered terminated. In the event this Agreement is terminated, the City Council will determine funding levels and appropriations for the GMVRS including support through the Consolidated Budget that ensures the fiscal and operational viability of the GMVRS as part of the City's Fire and Rescue System. If termination occurs during fiscal years 2014 or 2015, the City will fund the GMVRS at levels determined in accordance with terms its 2009 Agreement between the City and GMVRS to provide 50% of the cost recovery fees for EMS services up to \$204,000 per fiscal year for those items listed in Article III, Section 8 A.

ARTICLE V – MISCELLANEOUS

Section 1. Notices

Any notice or communication of any substantial matter concerning this Agreement shall be deemed to have been duly given upon receipt by the City Manager, the Mayor, the Council-appointed chair of the FRC, the Fire Chief, and the President and Chief of GMVRS. Any such notice or communication to a party hereto shall be made in writing, and delivered by mail, email, or in person.

Section 2. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 3. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Virginia and Code of Ordinances, Manassas Virginia.

Section 4. Severability

In the event that any provision of this Agreement is deemed to be invalid or unenforceable, it shall not necessarily operate to render any other provision of this Agreement invalid or unenforceable.

Section 5. Dispute Resolution

In the event that a dispute arises between GMVRS and the City over the administration of this Agreement, the Parties shall promptly attempt to resolve such disputes within a reasonable time at the lowest possible organizational level following the chain of command when initiating and addressing issues of concern. By mutual agreement, the Parties may obtain the services of a mediator to assist them resolve the issues in dispute. If the dispute is not resolved within a reasonable time, not to exceed forty-five (45) days unless otherwise agreed in writing by the disputing parties, then such dispute may be submitted by either Party to the Mayor who will designate a three person citizen panel none of whom are affiliated with the FRC's member organizations and who the Mayor deems qualified to address the issues in dispute. The panel will be authorized to review and gather relevant information it determines necessary to render a decision on the matter. The City Attorney may be consulted to provide legal advice to the panel, on behalf of the City of Manassas. The panel's decision will be final, and not subject to further administrative appeal.

Section 6. Amendments

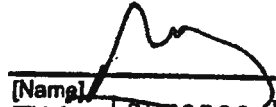
This Agreement may not be amended, supplemented, or modified without the prior written notice to and with the written consent of both Parties hereto; provided, that GMVRS and City may from time to time update their Schedule A to accurately reflect the items included therein.

Section 7. Dissolution of Previous Agreements

Subject to provisions contained in Article IV, Section 2, when this Agreement is executed by both Parties, it will replace any and all previous agreements between the City of Manassas and the GMVRS that pertain to the subject matters addressed herein, but remains subservient to the laws of the Commonwealth of Virginia and the Code of Ordinances of the City of Manassas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the date and year first above written.


City of Manassas



[Name] Lawrence D. Hughes
[Title] Interim City Manager

August 14, 2013

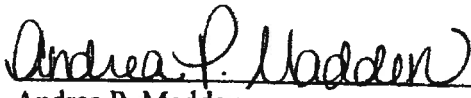
Greater Manassas Volunteer Rescue Squad



Name: Michael Enright
Title: President, Greater Manassas
Volunteer Rescue Squad

August 14, 2013

On this 15th day of August, 2013, I hereby certify that this document is an accurate and unaltered copy of **THE CITY OF MANASSAS, VIRGINIA AND THE GREATER MANASSAS VOLUNTEER RESCUE SQUAD, INC. SERVICES AGREEMENT**, signed by Lawrence D. Hughes, Interim City Manager, and Michael Enright, President of the Greater Manassas Volunteer Rescue Squad, and dated August 12, 2013. Each page of the document shall be affixed with my initials (am) in the lower right-hand corner.



Andrea P. Madden
City Clerk

August 15, 2013
Date

[Seal]

Schedule A

Statement of Facilities and Resources

I. Facility and Resources

As of the date of this Agreement, GMVRS has title to the land and improvements listed on Exhibit A hereto, and the City has title to the land and improvements listed on Exhibit B hereto. The below checklist indicates which facilities and resources are owned by the GMVRS and the City.

GMVRS	City
A. Building Areas	A. Building Areas
<input type="checkbox"/> Control Room <input type="checkbox"/> Staff Office <input type="checkbox"/> Volunteer Staff Office <input type="checkbox"/> Conference Room <input type="checkbox"/> Training Room <input type="checkbox"/> Laundry Room <input type="checkbox"/> Decontamination room <input type="checkbox"/> Kitchen Room <input type="checkbox"/> Dining Area <input type="checkbox"/> Dayroom <input type="checkbox"/> Shop <input type="checkbox"/> Storage <input type="checkbox"/> EMS storage <input type="checkbox"/> Weight room <input type="checkbox"/> Battalion management office <input type="checkbox"/> Male bunk and locker facility <input type="checkbox"/> Female bunk and locker facility <input type="checkbox"/> Unisex bunk and locker facility <input type="checkbox"/> Male showers <input type="checkbox"/> Female showers <input type="checkbox"/> Social/ community hall <input type="checkbox"/> Hall kitchen <input type="checkbox"/> Patio/courtyard <input type="checkbox"/> Volunteer leadership offices No. _____ <input type="checkbox"/> Drive thru apparatus bays No. _____ <input type="checkbox"/> Non-drive thru apparatus bays No. _____ <input type="checkbox"/> Parking Facility No. of personnel spaces _____ No. of handicap _____ No. of visitor _____	<input type="checkbox"/> Control Room <input type="checkbox"/> Staff Office <input type="checkbox"/> Volunteer Staff Office <input type="checkbox"/> Conference Room <input type="checkbox"/> Training Room <input type="checkbox"/> Laundry Room <input type="checkbox"/> Decontamination room <input type="checkbox"/> Kitchen Room <input type="checkbox"/> Dining Area <input type="checkbox"/> Dayroom <input type="checkbox"/> Shop <input type="checkbox"/> Storage <input type="checkbox"/> EMS storage <input type="checkbox"/> Weight room <input type="checkbox"/> Battalion management office <input type="checkbox"/> Male bunk and locker facility <input type="checkbox"/> Female bunk and locker facility <input type="checkbox"/> Unisex bunk and locker facility <input type="checkbox"/> Male showers <input type="checkbox"/> Female showers <input type="checkbox"/> Social/ community hall <input type="checkbox"/> Hall kitchen <input type="checkbox"/> Patio/courtyard <input type="checkbox"/> Volunteer leadership offices No. _____ <input type="checkbox"/> Drive thru apparatus bays No. _____ <input type="checkbox"/> Non-drive thru apparatus bays No. _____ <input type="checkbox"/> Parking Facility No. of personnel spaces _____ No. of handicap _____ No. of visitor _____

B. Apparatus <input type="checkbox"/> Frontline Engine <input type="checkbox"/> Frontline Aerial <input type="checkbox"/> Frontline Heavy Rescue <input type="checkbox"/> Frontline EMS Transport Unit <input type="checkbox"/> Frontline Other Specialty Units No. and type: _____ <input type="checkbox"/> Canteen/Rehab Vehicle No. and type: _____ <input type="checkbox"/> Support Vehicles (buggies, etc.) No., type and use: _____ <input type="checkbox"/> Ready Reserve Engine <input type="checkbox"/> Ready Reserve EMS Transport Unit No.: _____ <input type="checkbox"/> Reserve Engine No.: _____ <input type="checkbox"/> Reserve EMS Transport Unit No.: _____ <input type="checkbox"/> Other vehicles No., type and use: _____	B. Apparatus <input type="checkbox"/> Frontline Engine <input type="checkbox"/> Frontline Aerial <input type="checkbox"/> Frontline Heavy Rescue <input type="checkbox"/> Frontline EMS Transport Unit <input type="checkbox"/> Frontline Other Specialty Units No. and type: _____ <input type="checkbox"/> Canteen/Rehab Vehicle No. and type: _____ <input type="checkbox"/> Support Vehicles (buggies, etc.) No., type and use: _____ <input type="checkbox"/> Ready Reserve Engine <input type="checkbox"/> Ready Reserve EMS Transport Unit No.: _____ <input type="checkbox"/> Reserve Engine No.: _____ <input type="checkbox"/> Reserve EMS Transport Unit No.: _____ <input type="checkbox"/> Other vehicles No., type and use: _____
C. Appliances and Equipment <input type="checkbox"/> Refrigerator No. _____ <input type="checkbox"/> Stove No. _____ <input type="checkbox"/> Oven No. _____ <input type="checkbox"/> Microwave No. _____ <input type="checkbox"/> Dishwasher No. _____ <input type="checkbox"/> Garbage Disposal No. _____ <input type="checkbox"/> Ice Machine No. _____ <input type="checkbox"/> Vending Machine No. _____ <input type="checkbox"/> Water Dispenser No. _____ <input type="checkbox"/> Gas Grill No. _____ <input type="checkbox"/> T.V. No. _____ <input type="checkbox"/> VCR/DVD Player No. _____ <input type="checkbox"/> Cable/Satellite _____ <input type="checkbox"/> Clothes Washer No. _____ <input type="checkbox"/> Clothes Dryer No. _____ <input type="checkbox"/> Hot Water Heater No. _____ <input type="checkbox"/> HVAC <input type="checkbox"/> Gear Storage <input type="checkbox"/> Internet Connectivity <input type="checkbox"/> Wireless Internet Access <input type="checkbox"/> Computers No. _____ <input type="checkbox"/> Printers No. _____ <input type="checkbox"/> LCD Projectors No. _____ <input type="checkbox"/> Fax Machines No. _____ <input type="checkbox"/> Weight Equipment <input type="checkbox"/> Communications Equipment <input type="checkbox"/> Phone Systems <input type="checkbox"/> Vehicle Exhaust Systems <input type="checkbox"/> Building Emergency Generators	C. Appliances and Equipment <input type="checkbox"/> Refrigerator No. _____ <input type="checkbox"/> Stove No. _____ <input type="checkbox"/> Oven No. _____ <input type="checkbox"/> Microwave No. _____ <input type="checkbox"/> Dishwasher No. _____ <input type="checkbox"/> Garbage Disposal No. _____ <input type="checkbox"/> Ice Machine No. _____ <input type="checkbox"/> Vending Machine No. _____ <input type="checkbox"/> Water Dispenser No. _____ <input type="checkbox"/> Gas Grill No. _____ <input type="checkbox"/> T.V. No. _____ <input type="checkbox"/> VCR/DVD Player No. _____ <input type="checkbox"/> Cable/Satellite _____ <input type="checkbox"/> Clothes Washer No. _____ <input type="checkbox"/> Clothes Dryer No. _____ <input type="checkbox"/> Hot Water Heater No. _____ <input type="checkbox"/> HVAC <input type="checkbox"/> Gear Storage <input type="checkbox"/> Internet Connectivity <input type="checkbox"/> Wireless Internet Access <input type="checkbox"/> Computers No. _____ <input type="checkbox"/> Printers No. _____ <input type="checkbox"/> LCD Projectors No. _____ <input type="checkbox"/> Fax Machines No. _____ <input type="checkbox"/> Weight Equipment <input type="checkbox"/> Communications Equipment <input type="checkbox"/> Phone Systems <input type="checkbox"/> Vehicle Exhaust Systems <input type="checkbox"/> Building Emergency Generators
D. Furniture, Fixtures and Other <input type="checkbox"/> Couches No. _____ <input type="checkbox"/> Chairs No. _____ <input type="checkbox"/> Coffee table No. _____ <input type="checkbox"/> End tables No. _____	D. Furniture, Fixtures and Other <input type="checkbox"/> Couches No. _____ <input type="checkbox"/> Chairs No. _____ <input type="checkbox"/> Coffee table No. _____ <input type="checkbox"/> End tables No. _____



<input type="checkbox"/> Recliners No. _____ <input type="checkbox"/> Gear Storage <input type="checkbox"/> Signage <input type="checkbox"/> Other (list unique items attached to the structure such as weight machines)	<input type="checkbox"/> Recliners No. _____ <input type="checkbox"/> Gear Storage <input type="checkbox"/> Signage <input type="checkbox"/> Other (list unique items attached to the structure such as weight machines)
E. Utilities <input type="checkbox"/> Electricity <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash Pickup <input type="checkbox"/> Basic Cable <input type="checkbox"/> Extended Cable <input type="checkbox"/> Natural Gas	E. Utilities <input type="checkbox"/> Electricity <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash Pickup <input type="checkbox"/> Basic Cable <input type="checkbox"/> Extended Cable <input type="checkbox"/> Natural Gas

Other station or department specific items are listed below:



FINANCE COMMITTEE AGENDA STATEMENT

PAGE NO. 39

ITEM NO. 4

MEETING DATE: July 16, 2014

TIME ESTIMATE: 15 Minutes

AGENDA ITEM TITLE: 2014 General Obligation Refunding Bond RFP Summary and Recommendation

DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL: N/A

SUMMARY OF ISSUE/TOPIC:

The City recently engaged the services of Davenport and Company, LLC, as financial advisor to analyze the potential refinancing opportunity for the City's outstanding Series 2005B General Obligation Public Improvement Bonds. In this respect, Davenport prepared an RFP which was distributed to a number of banks, including those with branches in the City, for bids on the refinancing of these Bonds. On July 8, bids were received from six banks in response to the RFP. Davenport has evaluated the bids and has determined the bid from Cardinal Bank provides the City with the greatest savings opportunity. A copy of Davenport's analysis and recommendation is attached. As will be noted, the Cardinal bid to refinance the Bonds provides the City an opportunity to save approximately \$50,000 per year in debt service costs through lower interest payments for a total savings of over \$595,000.

STAFF
RECOMMENDATION: Accept the bid from Cardinal Bank for refinancing the City's Series 2005B Public Improvement Bonds.

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: X Approve Disapprove Reviewed See Comments

CITY MANAGER: Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION
(IF NECESSARY): Representatives from Davenport will attend the Finance Committee meeting to discuss the refinancing and answer questions.

BUDGET/FISCAL IMPACT:

Annual debt service savings of approximately \$50,000 for a total savings in excess of \$595,000.

STAFF: W. Patrick Pate, City Manager, (703) 257-8212 or Paul E. York, Finance and Administration Director, (703) 257-8234

To W. Patrick Pate, City Manager
Paul E. York, Finance and Administration Director

From Davenport Public Finance

Date July 10, 2014

Subject 2014 General Obligation Refunding Bond RFP Summary

Background

Davenport & Company LLC ("Davenport"), on behalf of the City of Manassas, VA (the "City"), distributed a Request for Proposals ("RFP") to secure a bank commitment for the purchase of a General Obligation Bond to fund the partial refunding of the City's outstanding 2005B General Obligation Bonds.

The RFP was distributed to over 30 National, Regional, and Local Banks, requesting Non-Bank Qualified tax-exempt interest rates. We have attached to this memo (Attachment A) a list of the banks who received the RFP. After the initial distribution, Davenport contacted each of the potential bidders to assess their interest in the financing and address any questions they had.

RFP Responses

Through this process, the City was able to secure six responses to the RFP, including:

1. Capital One Public Funding;
2. Cardinal Bank;
3. Fulton Bank;
4. PNC Bank, N.A.;
5. TD Bank, N.A.;
6. United Bank.

A summary of the bank proposals is shown below. A more detailed overview of the bids received, including interest rates and terms and conditions, is also included as an attachment to this memo (Attachment B).

DAVENPORT & COMPANY

2014 General Obligation Refunding Bond RFP Summary

July 10, 2014

A summary of the bank proposals is shown in the table below

Bank Name	Interest Rate	Prepayment	Bank Fees	Estimated Savings	Present Value Savings % ¹
Cardinal Bank	2.34%	Par (100%)	Up to \$5,000	\$ 595,446	5.91%
TD Bank (Option 2)	2.41%	Make-Whole	Up to \$2,500	\$ 541,597	5.36%
PNC Bank	2.55%	Up to 105%	Up to \$3,000	\$ 435,662	4.27%
TD Bank (Option 1)	2.62%	Par (100%)	Up to \$2,500	\$ 381,530	3.73%
Fulton Bank	2.68%	Par (100%)	None Specified	\$ 335,708	3.27%
Capital One	2.95%	Up to 102%	None Specified	\$ 128,209	1.22%
United Bank	3.40%	Up to 103%	None Specified	\$(220,426)	-2.09%

¹ The present value savings as a percentage of the par amount of the refunded bonds.

Discussion Points

1. Cardinal Bank Bid

Cardinal Bank offered the lowest fixed interest rate of the six bidding banks for the entire 11 year term of the loan. Their prepayment terms offer the most flexibility to the City as the loan can be prepaid in whole or in part at any time without penalty. While Cardinal Bank did anticipate bank fees, they are limited to no more than \$5,000. Even with these expected fees, the Cardinal proposal results in the highest level of estimated debt service savings, totaling more than \$595,000. We have included as Attachment C, a summary of the estimated savings resulting from the Cardinal Bank proposal.

2. Public Market Transaction Comparison

After receiving the bank proposals, Davenport also ran an estimated public market refunding analysis for comparative purposes using estimated market rates consistent with the City's credit ratings as of July 8, 2014, the same day that bank proposals were due. This public market refunding would result in estimated debt service savings of \$516,527, which is lower than the savings produced by the Cardinal Bank bid. We have included as Attachment D, a summary of the resulting debt service savings from this estimated current market public transaction.

DAVENPORT & COMPANY

2014 General Obligation Refunding Bond RFP Summary

July 10, 2014

Recommendation

Based upon our review of the proposals, related analyses, and discussions with City Staff, Davenport recommends that the City accept the Cardinal Bank proposal:

This recommendation is based on the following:

1. Cardinal's proposal offers the lowest 11-year tax-exempt interest rate received through the RFP process.
2. Cardinal's proposal offers maximum flexibility in prepayment.
3. Cardinal's proposal produces the highest level of debt service savings among the bank proposals.
4. Cardinal's proposal offers higher estimated savings than a current market public transaction.

Next Steps




July 11 th	Finance Committee Agenda Packet Deadline
July 16 th	Finance Committee Reviews Refunding Opportunity
July 25 th	City Council Agenda Packet Deadline
July 28 th	City Council Reviews Refunding Opportunity and Considers Approval
August 14 th	Close on Financing

Attachment A - Banking Institutions who Received RFP
City of Manassas, VA
2014 General Obligation Refunding Bond




Bank Name

Bank of America, N.A.
Bank of Floyd
Bank of Lancaster
Bank of Southside Virginia
Branch Banking and Trust Company
Burke & Herbert Bank & Trust
Capital One Public Funding
Cardinal Bank
Carter Bank & Trust
Chesapeake Bank
Citizens and Farmers Bank
Consolidated Bank & Trust
Eastern Virginia Bankshares
Essex Bank
Farmers Bank
Fauquier Bank
First Bank & Trust Company
First Community Bank
Fulton Bank
Gateway Bank & Trust (Hampton Roads Bankshares)
Highlands Union Bank
M&T Bank
National Bank
Newbridge Bank (Union First Market Bank)
People's Community Bank
Pioneer Bank
PNC Bank
Rappahanock Bank (Union First Market Bank)
Raymond James
Summit Community Bank
SunTrust Bank
TD Bank
The Old Point National Bank
Towne Bank
Union First Market Bank
United Bank
Virginia Commerce Bank (United Bank)
Wells Fargo

**Attachment B - Summary of Proposals Received - Refunding of Series 2005B Bonds
City of Manassas**

			
Maturity Amount	July 1, 2025 \$9,527,000	July 1, 2025 Up to \$9,527,000	July 1, 2025 \$9,527,000
Tax Treatment	Tax-Exempt	Tax-Exempt	Tax-Exempt
Bank Qualification	Non-Bank Qualified	Non-Bank Qualified	Non-Bank Qualified
Rate Basis	Fixed	Fixed	Fixed
Rate	2.95% Fixed	2.34% Fixed	2.68% Fixed
Interest Payment Frequency	Semi-annual	Semi-annual	Semi-annual
Bank/Legal Fees	None	Up to \$5,000	None
Offer Expiration	Held through 07/18/2014	Held through 07/30/2014	Held through 08/15/2014
Early Prepayment Option	Prepayable in whole on any payment date at the following price: • On or before 07/15/2019: 102% of par • Thereafter: 100% of par	Par call in whole or in part at any time	Par call in whole or in part at any time
Financial Reporting	Not specified	Annual CPA audited year-end financial statements within 270 days of fiscal year end	Annual CPA audited year-end financial statements within 180 days of fiscal year end as well as the City's annual approved budget and capital improvement plan.
Other	• Close by 08/11/2014 • Tax opinion provided by bond counsel • Subject to final credit approval by Capital One	• Close by 08/30/2014 • Tax opinion provided by bond counsel	• Close by 08/15/2014 • Tax opinion provided by bond counsel
Total Debt Service	\$11,711,310.15	\$11,240,073.14	\$11,503,810.38
Estimated Refunding Savings	\$128,208.69	\$595,445.70	\$335,708.46
PV Savings Percentage	1.22%	5.91%	3.27%

Attachment B - Summary of Proposals Received - Refunding of Series 2005B Bonds
City of Manassas

			
Maturity Amount	July 1, 2025 Up to \$9,527,000	July 1, 2025 Up to \$9,527,000	July 1, 2025 Up to \$9,527,000
Tax Treatment	Tax-Exempt	Tax-Exempt	Tax-Exempt
Bank Qualification	Non-Bank Qualified	Non-Bank Qualified	Non-Bank Qualified
Rate Basis	Fixed	Fixed	Fixed (Set at closing)
Rate	2.55% Fixed	2.62% (Option 1)	3.40%*
Interest Payment Frequency	Semi-annual	Semi-annual	Semi-annual
Bank/Legal Fees	Up to \$3,000	Up to \$2,500	None
Offer Expiration	Held through 08/01/2014	Held through 08/01/2014	Not specified
Early Prepayment Option	Prepayable in whole on any payment date at the following price: • Within 1 year of closing: 105% • Within 2 years of closing: 104% • Within 3 years of closing: 103% • Within 4 years of closing: 102% • Thereafter: 101%	Option 1: Par call in whole or in part at any time Option 2: Make-whole call	Yes- Option to prepay the loan at 103% of the principal balance during years 1-3, or at 102% of the principal balance during years 4-6, and 101% of the principal balance for years 7-9. However, Borrower may repay up to 10% of the loan balance on an annual basis without penalty.
Financial Reporting	Annual CPA audited year-end financial statements within 180 days of fiscal year end as well as the City's annual approved budget and/or operating reports	Annual CPA audited year-end financial statements within 210 days of fiscal year end	Annual audited financial statements and submission of the annual operating budget prior to the beginning of each new fiscal year
Other	<ul style="list-style-type: none"> • Close by 08/18/2014 • Tax opinion provided by bond counsel • Subject to due diligence by PNC of the City's financial and economic data • Interest rate increases if City is downgraded 	<ul style="list-style-type: none"> • Close by 08/15/2014 • Tax opinion provided by bond counsel • <u>Jury Trial</u>: The City, to the extent permitted by applicable law, agrees to waive a jury trial in any proceeding against the Bank. • <u>Venue</u>: Any litigation involving the Bank shall be brought in the appropriate Commonwealth of Virginia court having jurisdiction over the matter. • <u>Indemnification</u>: Customary Bank Indemnification to the extent applicable and permitted by applicable law in all cases except where the Bank is proven to have been guilty of gross negligence or willful misconduct. 	<ul style="list-style-type: none"> • The issuer will be responsible for all direct costs of the proposed financing, including legal fees for document preparation and any settlement costs. • Issuer will advise United Bank of any other major financing or leases being considered, for other acquisitions, or for purchases of facilities, so that United Bank can submit proposals for such financings.
Total Debt Service	\$11,399,856.93	<u>Option 1:</u> \$11,457,989.06	\$12,059,945.08
Estimated Refunding Savings	\$435,661.91	\$381,529.78	(\$220,426.24)
PV Savings Percentage	4.27%	3.73%	-2.09%

*Rate set at closing. Equal to 10-Year SWAP Rate + 1.40%

Attachment C – Estimated Refunding Results: Cardinal Bank Bid



Refunding Candidates						
Series	Maturity	Bonds Refunded	Coupon	Net PV Savings	Call Date	Call Price
2005B	7/1/2019	1,105,000	4.200%	0.292%	7/1/2016	100.00%
	7/1/2020	1,150,000	4.250%	2.103%	7/1/2016	100.00%
	7/1/2021	1,200,000	4.250%	3.739%	7/1/2016	100.00%
	7/1/2022	1,250,000	4.250%	5.338%	7/1/2016	100.00%
	7/1/2023	1,305,000	4.375%	7.663%	7/1/2016	100.00%
	7/1/2024	1,360,000	4.375%	9.290%	7/1/2016	100.00%
	7/1/2025	1,420,000	4.375%	10.879%	7/1/2016	100.00%
Total Candidates		\$ 8,790,000		5.914%		

Annual Savings			
Year	Net Prior Bond Debt Service	Net Refunding Debt Service	Annual Savings
6/30/2015	\$ 135,064	\$ 86,022	\$ 49,042
6/30/2016	378,129	328,540	49,589
6/30/2017	378,129	329,001	49,128
6/30/2018	378,129	328,403	49,726
6/30/2019	378,129	328,747	49,381
6/30/2020	1,459,924	1,410,221	49,702
6/30/2021	1,457,281	1,407,556	49,725
6/30/2022	1,457,344	1,407,248	50,096
6/30/2023	1,455,281	1,405,273	50,009
6/30/2024	1,455,172	1,405,607	49,565
6/30/2025	1,451,875	1,402,251	49,624
6/30/2026	1,451,063	1,401,205	49,858
Total	\$ 11,835,519	\$ 11,240,073	\$ 595,446

Summary Statistics	
Bond Par Amount	\$ 9,521,000
Final Maturity	7/1/2025
True Interest Cost	2.340%
All-In TIC	2.492%
Arbitrage yield	2.340%
Escrow yield	0.412%
Negative Arbitrage	\$ 325,480
Gross Savings	\$ 595,446
Net PV Savings	\$ 519,823
Net PV Savings %	5.914%
Average Annual Savings	\$ 49,620

Note: Net of estimated fixed costs of issuance of \$100,000.
Assumes City Equity Contribution of \$54,000 at closing.

DAVENPORT & COMPANY

City of Harrison, VA

Attachment D – Estimated Refunding Results: Public Transaction Estimate



Rates as of July 8, 2014

Refunding Candidates						
Series	Maturity	Bonds Refunded	Coupon	Net PV Savings	Call Date	Call Price
2005B	7/1/2019	1,105,000	4.200%	3.192%	7/1/2016	100.00%
	7/1/2020	1,150,000	4.250%	4.035%	7/1/2016	100.00%
	7/1/2021	1,200,000	4.250%	4.580%	7/1/2016	100.00%
	7/1/2022	1,250,000	4.250%	4.773%	7/1/2016	100.00%
	7/1/2023	1,305,000	4.375%	5.677%	7/1/2016	100.00%
	7/1/2024	1,360,000	4.375%	6.009%	7/1/2016	100.00%
	7/1/2025	1,420,000	4.375%	6.174%	7/1/2016	100.00%
Total Candidates		\$ 8,790,000		5.003%		

Annual Savings			
Year	Net Prior Bond Debt Service	Net Refunding Debt Service	Annual Savings
6/30/2015	\$ 189,064	\$ 146,655	\$ 42,410
6/30/2016	378,129	379,825	(1,696)
6/30/2017	378,129	379,825	(1,696)
6/30/2018	378,129	379,825	(1,696)
6/30/2019	378,129	379,825	(1,696)
6/30/2020	1,459,924	1,389,225	70,699
6/30/2021	1,457,281	1,387,225	70,056
6/30/2022	1,457,344	1,390,625	66,719
6/30/2023	1,455,281	1,384,213	71,069
6/30/2024	1,455,172	1,387,375	67,797
6/30/2025	1,451,875	1,384,625	67,250
6/30/2026	1,451,063	1,383,750	67,313
Total	\$ 11,889,519	\$ 11,372,992	\$ 516,527

Summary Statistics	
Bond Par Amount	\$ 8,245,000
Final Maturity	7/1/2025
True Interest Cost	2.350%
All-In TIC	2.618%
Arbitrage yield	2.288%
Escrow yield	0.412%
Negative Arbitrage	\$ 316,880
Gross Savings	\$ 516,527
Net PV Savings	\$ 439,771
Net PV Savings %	5.003%
Average Annual Savings	\$ 43,044

Note: Net of estimated fixed costs of issuance of \$175,000 and underwriter's discount of \$41,225.
Interest Rates are estimated as of July 8, 2014.

DAVENPORT & COMPANY

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of 1000 145, VA

2014 General Obligation Refunding Bond RFP Summary

July 10, 2014

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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