



**CITY OF MANASSAS, VIRGINIA
CITY COUNCIL MEETING**

AGENDA

Mayor
Harry J. Parrish II

City Council
Andrew L. Harrover, Vice Mayor
Marc T. Aveni
Ian T. Lovejoy
J. Steven Randolph
Jonathan L. Way
Mark D. Wolfe

City Manager
W. Patrick Pate

City Clerk
Andrea P. Madden

**REGULAR MEETING
COUNCIL CHAMBERS - CITY HALL
MONDAY, APRIL 14, 2014**

5:30 P.M. ORDER OF BUSINESS

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

- Presentation of Colors by Manassas City Honor Guard

PAGE

CITY ATTORNEY REPORT

CITY MANAGER REPORT

- Presentation of Budget and CAFR Awards.

CHIEF OF POLICE REPORT

- Presentation of the Honorable Service Medal to SPO E.A. Bauckman
- Recognition of Officer T. Cram as MCPD Employee of the Year
- Presentation of Proclamation Designating May 12 ~ 16, 2014 as National Police Week in the City of Manassas
- Presentation of Proclamation Designating and April 13 ~ 19, 2014 as National Telecommunicators Week in the City of Manassas

COUNCIL TIME

MAYOR TIME

CONSENT AGENDA
ACTION ITEMS

All matters listed under the consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

1. Approve Minutes of Special Meetings of March 26, 31, April 2, 7 and 9, 2014 and Regular Meeting of March 24, 2014. (**Staff:** Andrea P. Madden, City Clerk.)

2. Consideration of a License Agreement for Outdoor Dining in Historic Downtown Manassas for El Cactus Located at 9406 Battle Street and Authorize the Mayor to Sign the License Agreement. (**Staff:** Elizabeth Via-Gossman, Director of Community Development.) **5**

3. Consideration of a Right-of-Way Agreement Granting a 15-Foot Dominion Virginia Power Easement and Authorize the Public Works and Utilities Director to Sign the Right-of-Way Agreement. (**Staff:** Michael Moon, Director of Public Works.) **17**

4. Consideration of Resolution 2014-44-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$715,000 Anticipated Insurance Reimbursement and \$35,000 of Electric Funds for VMEA Generator Repairs. (**Staff:** Glenn Simpson, Utilities Finance Manager.) **25**

5. Consideration of Resolution 2014-45-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$250 Donation from the Ratcliffe Family to Fire and Rescue. (**Staff:** Brett R. Bowman, Chief of Fire and Rescue.) **27**

6. Consideration of Resolution 2014-46-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$19,220 Virginia Pre Hospital Information Budget Grant for Toughbook Computers for Fire and Rescue. (**Staff:** Todd E. Lupton, Battalion Chief.) **31**

7. Consideration of Resolution 2014-47-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$7,600 Virginia Department of Aviation Grant for an Aircraft Rescue and Firefighting (ARFF) Feasibility Study at the Airport, Accepting the Grant and Authorizing the Mayor to Sign the Grant Agreement. (**Staff:** Juan E. Rivera, Airport Director.) **43**
8. Consideration of Resolution #R-2014-32 Honoring Sergeant James A. Horton for His Twenty-Seven Years of Service to the City of Manassas. (**Staff:** Douglas W. Keen, Chief of Police.) **49**
9. *(Reserved for any item to be added)*

SUGGESTED MOTION #1:

"I move that Items #, # and # be removed from the Consent Agenda and be added as Items #, # and #, respectively, and that the remaining Consent Agenda items be approved as it now appears and the readings of the ordinances be dispensed".

SUGGESTED MOTION #2:

"I move that the consent agenda be approved and the readings of the ordinances be dispensed".

ORDINANCES AND RESOLUTIONS

10. *(Reserved for changes from consent agenda)*
11. *(Reserved for changes from consent agenda)*

UNFINISHED BUSINESS

A. Staff Items (Less than three minutes each)

B. Other Items

12. *(Reserved for changes from consent agenda)*

NEW BUSINESS

A. Staff Items (Less than three minutes each)

B. Other Items

13. **ACTION ITEM:** Consideration of Settlement Agreement between the City of Manassas and Wellington Retail II, LLC – Gatherings II and Authorize the Mayor to Sign the Agreement. (Staff: Michael Moon, Director of Public Works and Utilities.) 10 Minutes **53**
14. Presentation of People Incorporated Annual Report and Presentation of Commendation. (Staff: Ronald King, Director of Family Services.) **TIME CERTAIN: 6:15 P.M.** 20 Minutes **59**
15. Presentation of the City Council’s Proposed Fiscal Year 2015 Annual Operating Budget. (Staff: W. Patrick Pate, City Manager.) 15 Minutes **61**
16. *(Reserved for changes from consent agenda)*

AWARDS, ACKNOWLEDGMENTS AND PRESENTATIONS

TIME CERTAIN 7:15 P.M.

17. *(Reserved for changes from consent agenda)*

CITIZENS’ TIME

TIME CERTAIN 7:30 P.M.

18. The citizens’ time portion of the agenda is set aside for those citizens who wish to address the Council for less than three minutes each. Citizens need not give prior notice to the City to speak during the citizens’ time portion of the agenda. Citizens may address the Council for longer than three minutes if they ask the City Manager for a place on the agenda at least four working days before the meeting.

ADJOURNMENT

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Consideration of the Approval of A License Agreement for Outdoor Dining in Historic Downtown Manassas for El Cactus Located at 9406 Battle Street

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL:

SUMMARY OF ISSUE/TOPIC: The City grants license agreements for the use of a portion of the public sidewalk for outdoor dining. Currently 5 licenses have been granted to restaurants in the Historic Downtown.

STAFF RECOMMENDATION: Approve the License Agreement for Outdoor Dining at 9406 Battle Street.

BOARD/COMMISSION/ COMMITTEE:

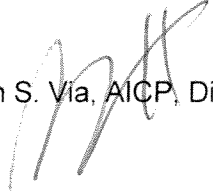
RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER:  Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION (IF NECESSARY): Agreement attached. No changes are proposed from previously approved agreements.

BUDGET/FISCAL IMPACT: Enhanced tax revenue from the additional tables that the restaurants are able to put outside.

STAFF: Elizabeth S. Via, AICP, Director, Community Development (703) 257-8224 or (571) 259-4405. 

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**CITY OF MANASSAS
NONEXCLUSIVE LICENSE
FOR THE
OPERATION OF OUTDOOR DINING IN
THE DOWNTOWN ARTS AND TOURISM DISTRICT**

THIS NONEXCLUSIVE LICENSE is made on this 14th day of April, 2014, by and between the CITY OF MANASSAS, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the “City”), and H&A Concepts, Inc., a corporation organized under the laws of the Commonwealth of Virginia (the “Licensee”), dba El Cactus Restaurant.

RECITALS:

1. The City is the owner of the public sidewalks located in the City of Manassas, Virginia (the “Property”). These sidewalks are passageways for the public, and the City holds and maintains them for the common good.
2. The City has designated that area defined in the City of Manassas Comprehensive Plan as the Downtown or Old Town Sector Plan as an Arts and Tourism District pursuant to Ordinance #O-2009-15.
3. The City desires to facilitate outdoor dining in the Downtown Arts and Tourism District to create an active streetscape, enhance the economic and social vitality, and promote pedestrian and retail-friendly activity. The City desires to allow for the use of the public right-of-way for such outdoor dining, while ensuring that the public’s use of the sidewalks, streets or alleys will not be significantly impaired by such dining and that adjacent commercial and residential uses will be protected from any adverse impacts from such dining.
4. Licensee desires to obtain a license for the operation of outdoor dining in the Arts and Tourism District at 9406 Battle Street, the location of el Cactus Restaurant.

WITNESSETH:

That for and in consideration of the mutual promises and undertakings herein set forth, and subject to the following limitations, terms and conditions, the City hereby grants to the Licensee a Non-Exclusive License (the “License”) to use and occupy that portion of the Property described below:

- 5. Recitals: The Recitals are hereby repeated as a material part of this License.
- 6. Description of Licensed Premises: The Property is owned by the City of Manassas, Virginia, and encompasses that portion of the public sidewalk as more clearly depicted in the Exhibit attached and dated March 20, 2014.
- 7. Term: This License shall remain in effect at the pleasure of the City Council who may terminate the license with a minimum (10) days notice to the Licensee. The Licensee may elect to discontinue use of the public side at any time but for the purposed of this agreement if the Licensee fails to make use of the side walk for a period of six (6) months the agreement shall be void.
- 8. Use of Property: The Licensee is hereby granted the use of the Property for purposes of operating outside dining under the following conditions:
 - 8.1 The outside dining area must be located adjacent to the property of the Licensee's existing or proposed, lawfully operating restaurant or specialty food shop. Any proposed license area that is not directly in front of the licensee's property frontage will only be considered by the City if the adjacent business (property owner or tenant) approves of the use in writing to the City. Such approval shall be renewed by successive businesses.
 - 8.2 The total number of seats (both indoors and outdoors) shall not exceed the restaurant's previously approved maximum number of seats unless a building plan for additional seating is submitted for review by the City of Manassas and the number of seats reviewed and permitted pursuant to building and fire code requirements.
 - 8.3 The Licensee is responsible for ensuring that the dining area has adequate illumination for patron safety during the hours it is being used.
 - 8.4 A detectable barrier is required for the full perimeter (with the exception of access openings) when the outdoor dining seating extends more than 3 feet into the public right-of-way (sidewalk). Restaurants which do not serve alcohol and whose outdoor seating extends 3 feet or less into the public right-of-way are not required to enclose the full perimeter of the seating area but may do so on an optional basis.
 - 8.5 In the event of a **declared** snow emergency, the Licensee shall remove all sidewalk furniture in order to facilitate public snow removal of the downtown area. The City shall not be responsible for damage to sidewalk furniture that is not removed prior to snow removal.

9. Design of the Outdoor Dining Area: The outdoor dining area is to be attractive, and promote pedestrian, restaurant and retail friendly vitality under the following conditions:

9.1 In order to allow adequate pedestrian traffic areas and emergency access around outdoor dining areas, at least **5 feet** of unobstructed corridor space must be maintained for sidewalk pedestrian traffic. The layout of the outdoor dining area must allow a wheelchair passing space of at least 60 inches by 60 inches at some location along the block possessing the outdoor dining area. Vertical clearances of at least 80 inches must be maintained in the unobstructed corridor space. If any wires are to be run across the sidewalk, the placement and protection of the wires must be approved by the City as part of the design, and must meet ADA Accessibility Guidelines. The pedestrian passageway must be approved by the City's Department of Utilities and Public Works prior to the opening of the outside dining area and may be along the wall of the establishment or on the outside of the dining area depending on the design approved by the City. City staff will evaluate the design based on the slopes, sight lines, traffic patterns, building entrances, driveways, loading areas, existing encroachments into the sidewalk, and other similar factors affecting pedestrian safety and convenience, bearing in mind the ADA Accessibility Guidelines.

9.2 All dining areas shall be enclosed by detectable barriers as addressed in Section 8.4 of this License. Approved barriers include fencing constructed of stainless steel, aluminum, wrought iron, or other metals; painted black or as otherwise approved by the City of Manassas. The barrier will not be permanently affixed to the sidewalk and no barrier will be allowed that might damage the sidewalk in normal use.

9.3 Outdoor furniture, shall be of a style and décor befitting the type of restaurant. Materials may be wood, metal or synthetic; however, they must be of sufficient strength and weight to not become a public hazard in the event of a strong wind. Polyresin (plastic) tables and chairs are prohibited. All outdoor furniture will be maintained in good condition and repaired or replaced when it becomes unusable. No broken, damaged, or rusty outdoor furniture may be kept in the outdoor dining area.

9.4 Decorative lighting shall be permitted and be of a style and décor befitting the type of restaurant. No electrical generators are allowed in the outdoor dining area, and connection to the power grid is the responsibility of the Licensee. Dining area lighting should not be plugged into the City's receptacles at the base of the trees.

of the Licensee. Dining area lighting should not be plugged into the City's receptacles at the base of the trees.

9.5 The use of outside propane patio heaters is allowed in accordance with manufacturer's instructions and must be placed at least 10 feet from the building and/or any combustible material.

9.6 There shall be no attachments to trees or light poles such as signs, banners, lights, chains, etc without prior written approval from the City Public Works Department.

10. Any modifications to the building to accommodate the outdoor dining, including but not limited to awnings, new doors, etc., shall require a Certificate of Approval from the City of Manassas Architectural Review Board and any applicable building and/or zoning permit.
11. Nonexclusive License: The License granted is nonexclusive in nature, and the City reserves the right to make concurrent use of the Property at all times.
12. Other Permits Required: Licensee shall comply with all applicable city, state and federal laws and regulations and obtain and maintain at all times any permit required under the laws of the Commonwealth of Virginia.
13. Clean-up: Licensee shall be responsible for picking up and removing any and all spills, trash, and debris generated by the outdoor dining area. Spills of ice, oil, or other hazards to pedestrians will be cleaned up immediately. Any other clean-up or removal shall be accomplished on a daily basis; and under no circumstances shall spills, trash, or debris be left overnight on the public sidewalk. The outdoor dining area will be left in broom clean condition at the end of the hours of operation each evening. In addition, the licensee is hereby required to deep clean the dining area at minimum once a year.
14. Hours of Operation: The hours of operation of the outside dining areas shall generally run with the hours of restaurant or specialty food shop operation but in no event shall amplified music be allowed to continue past 12 mid-night.
15. Point of Contact: The dining area shall be under the responsible direction and control of the restaurant. There shall be a single point of contact that is generally available to the City at any time.
16. Storage of Furniture during Non-Use: Furniture, including tables, chairs, umbrellas, planters, etc., shall be stored off the public right-of-way when

not in use for any periods exceeding one week and in particular during the off-season.

17. **Independent Contractor Status:** Nothing herein contained shall be construed or be held to make Licensee a partner, joint venturer or employee of the City in the conduct of its business, it being understood that the relationship with Licensee to the City pursuant hereto is and shall at all times remain that of an independent contractor.
18. **Hold Harmless:** Notwithstanding any other provision of this License, it is understood, agreed and covenanted that the Licensee accepts this License as a mere license and assumes all risk of damage by reason of its occupation of the Property caused by any defects therein or business conducted thereon, whether caused by the negligence of the City, its officers, agents, or employees, or otherwise, and Licensee hereby agrees to hold harmless and indemnify the City, its officers, agents and employees, from and against any such liability for such damage to the extent permitted under the laws of the Commonwealth of Virginia. This provision extends to any business entity operating by, through, or under the control of Licensee.
19. **Assignment:** Neither party may transfer, sublet, or assign this License. Any purported transfer, sublease, or assignment shall void this License.
20. **Alteration:** Except as provided herein, there will be no alteration, change or modification of the Property without the prior written approval of the City Council.
21. **Insurance:** The Licensee shall secure, provide and maintain insurance to protect the City of such type and in such amount as is deemed necessary by the Risk Manager of the City, naming the City as an additional insured. This License shall not take effect until the City gives Licensee written confirmation that the type and amount of insurance is suitable for this purpose.

Insurance limits shall not be less than the following amounts:

A. Workers' Compensation – Unlimited – Statutory – in compliance with the Workers Compensation Law of the Commonwealth of Virginia. Employers Liability limits of \$500,000 each person; \$500,000 each person-disease and \$500,000 policy limit – disease.

B. Commercial General Liability – Combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate (per location). Policy shall be endorsed to name the City as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance written notice thereof to the City.

- 22. Termination: The City may terminate this Agreement, absent ten (10) calendar days' notice, for a violation of any of the conditions contained herein, including but not limited to failure to maintain required insurance. Either party may terminate this License Agreement upon ten (10) calendar days' written notice. Nothing in this License or in the course of dealing under it will create an easement, a license coupled with an interest, a franchise, or any other estate in land. No damages will be due to Licensee from City for termination of this License under any theory or circumstances.
- 23. Special Events: The City Manager may issue a special event permit at any time to include road closures in which case different or additional conditions for the use and design of the outside dining area may be enforced for the limited time of the special event permit only, not to exceed five calendar days.
- 24. Waiver of Rights: To the maximum extent permitted by law, Licensee waives all rights to judicial review and judicial remedies arising out of this License. As a condition precedent to any judicial review that may be permitted for nonwaivable rights, Licensee will submit all disputes to the City Council for adjustment. Licensee waives all rights to a jury relating to any dispute arising out of this License. In any judicial review of a nonwaivable dispute, Licensee agrees that the decision of the City Council is presumed to be valid and may be overturned only on a finding that the City Council acted arbitrarily or capriciously. Licensee waives any right to assert that the City Council acted beyond its authority in any dispute arising out of this License.
- 25. Attorney's Fees: In any legal proceeding arising out of this License, the City will be entitled to recover its reasonable attorney's fees from the Licensee if the City prevails.
- 26. Choice of Law and Venue: This License is governed by Virginia law, regardless of the place of domicile of the Licensee. Venue for any action arising out of this License shall be solely in the appropriate state court for the Commonwealth of Virginia.
- 27. Integration, Amendment, and Waiver: This License contains the entire understanding of the parties with respect to the subject matter hereof, and

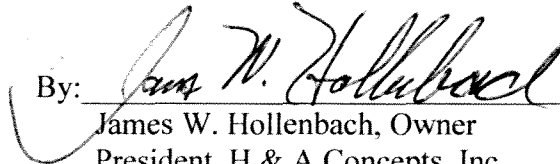
no prior or contemporaneous written or oral communication may add to, alter, or contradict any of its terms. This License may be amended only in writing approved by the City Council by recorded vote. If the Licensee does not sooner consent to the amendment, the amendment will take effect on the eleventh day after the Council approval. It is the express intent of the parties hereto that the City Council may unilaterally amend this License subject to the time period stated in this paragraph. No action or inaction of the City will be deemed a waiver of any rights or prerogatives of the City, and no action or forbearance by the City with respect to a third party will create any rights in the Licensee.

ON BEHALF OF THE CITY COUNCIL
CITY OF MANASSAS, VIRGINIA

Attest:

Andrea Madden, City Clerk

By: _____
Harry J. Parrish, II, Mayor

By: 
James W. Hollenbach, Owner
President, H & A Concepts, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2014

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

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

PRODUCER BB&T INSURANCE SERVICES-CC 414 GALLIMORE DAIRY RD STE F GREENSBORO, NC 27409 (888) 661-3938 X1653 700		CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (888) 872-8921 E-MAIL ADDRESS: Service.center@travelers.com PRODUCER CUSTOMER ID #: 8309E7180	
INSURED H&A CONCEPTS INC DBA EL CACTUS RESTAURANT BRIAN HOLLENBACH 11821 FEDERALIST WAY APT 22 FAIRFAX, VA 22030		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 917594226311460 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		680-7D51623A-13	11/20/2013	11/20/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> HIRED AUTO						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> NON OWNED AUTO						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS - PREMISES CG 20 13. IN REGARDS TO LOCATION ADDRESS: 9406 BATTLE ST MANASSAS, VA 20110.

CERTIFICATE HOLDER CITY OF MANASSAS 9027 CENTER STREET ROOM 202 MANASSAS, VA 20110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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14



H&ACONC-01

MOSA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2014

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Hartford Accident and Indemnity Company</td> <td style="border: none; text-align: right;">22357</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Accident and Indemnity Company	22357	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Accident and Indemnity Company	22357														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED H & A Concepts, Inc. 11821 Federalist Way #22 Fairfax, VA 22030															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

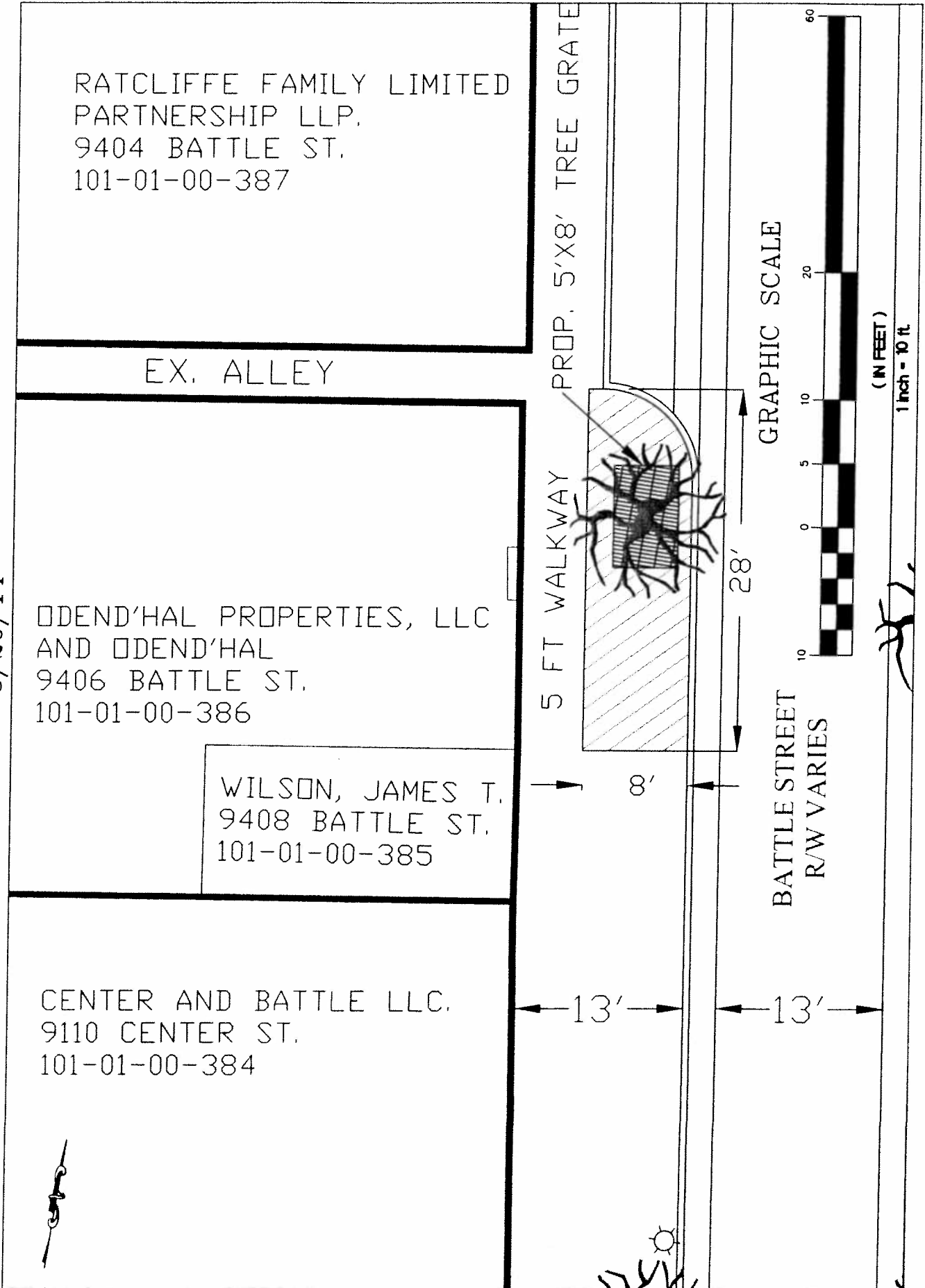
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76WEGGD1061	1/27/2014	1/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER H & A Concepts Inc. 9406 Battle St Manassas, VA 20110-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Exhibit
Outdoor Dining Area
El Cactus
3/20/14



FILLER PAGE

AGENDA STATEMENT

PAGE NO. 17

ITEM NO. 3

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Granting of 15 foot Dominion Virginia Power Easement

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

**SUMMARY OF
ISSUE/TOPIC:** Approve granting of a 15 foot Dominion Virginia Power Easement directly in front of the VMEA Plant at 9898 Godwin Drive

**STAFF
RECOMMENDATION:** Approve Right of Way Agreement and authorize the Public Works & Utilities Director to sign.

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER: *whp* Approve Disapprove Reviewed See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):** Easement area is 942 SF. The land valuation is at \$9.98/SF. City is being paid 25% of value for the permanent Dominion Virginia Power Easement.

**BUDGET/FISCAL
IMPACT:** \$2,350 Revenue

STAFF: Michael Moon, Director of Public Works & Utilities, 703-257-8226





January 27, 2014

Mr. Mike Moon
The City of Manassas, Virginia
Office of Public Works and Utilities
8500 Public Work Drive
Manassas, VA 20110
Re: Easement on Godwin Drive

Mr. Moon,

Attached please find the original Dominion easement that I spoke to you about back in 2013. We have had a licensed survey done of the area and hope that added to the delay of the easement being presented. If all is acceptable with the Right of Way Agreement, I kindly ask that you sign it in the presence of a notary public and return it to me in the postage paid self addressed envelope at the address listed below. I have included an additional original for you to retain in your files. Please let me know if you have any questions as I am happy to assist.

Regards,

A handwritten signature in cursive script that reads "Julia E. Mathers".

Julia E. Mathers
Right of Way Agent III
Phone: (571) 203-5324
Email: Julia.e.mathers@dom.com



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, 20____, by and between

CITY OF MANASSAS, VIRGINIA,
a municipal corporation of the Commonwealth of Virginia

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15') feet in width across the lands of **GRANTOR**; and

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, 3072 Centreville Rd, Herndon, VA 20171 .

(Page 1 of 4 Pages)
DVPIDNo(s). 40-13-0237
Tax Map No. 102-10-0022B

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Manassas, Virginia, as more fully described on Plat(s) Numbered 40-13-0237, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

(Page 02 of 04 Pages)
DVPIDNo(s). 40-13-0237

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 03 of 04 Pages)
 DVPIDNo(s). 40-13-0237



Right of Way Agreement

11. **GRANTOR** covenants that it is seized of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

IN WITNESS WHEREOF, GRANTOR has caused its municipal corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Municipal Corporate Name: THE CITY OF MANASSAS

By: _____

Name: _____

Its: _____

State of: VIRGINIA

CITY OF: MANASSAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2013

by _____,
(Name of officer or agent) (Title of officer or agent)

of The City of Manassas, a municipal corporation
(Name of municipal corporation)

of _____ on behalf of the municipal corporation.
(State of incorporation)

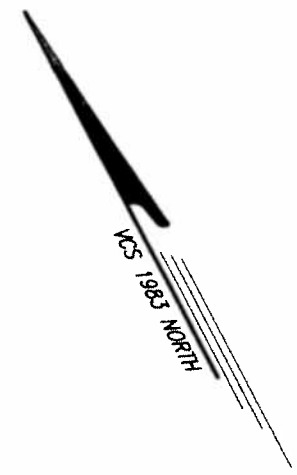
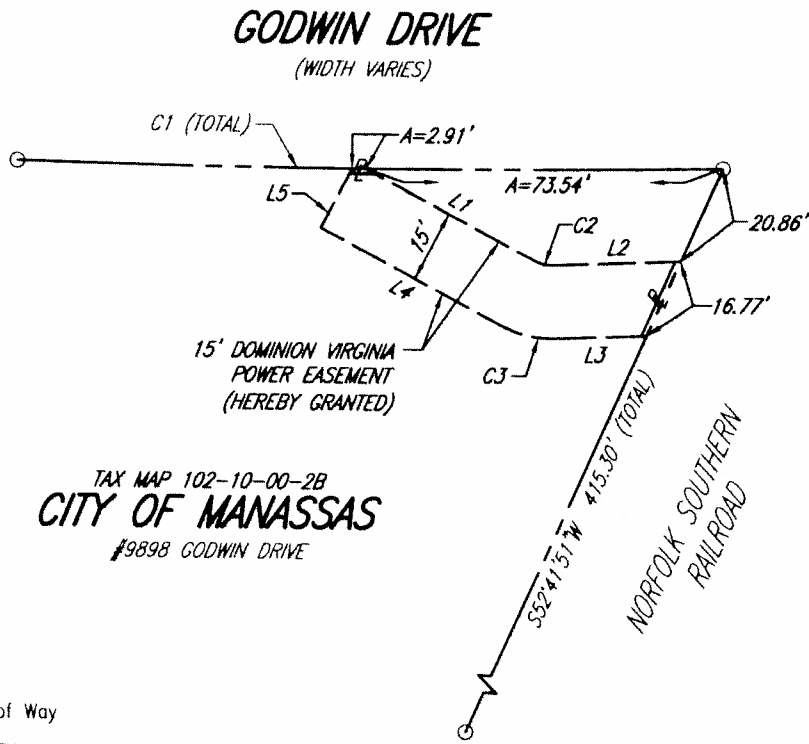
Notary Public (Print Name)

Notary Public (Signature)

Virginia Notary Reg. No. _____ My commission Expires: _____

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	3042.00'	145.22'	72.63'	145.21'	S61°36'52"E	2°44'07"
C2	7.50'	3.93'	2.01'	3.88'	S48°52'19"E	30°00'00"
C3	22.50'	11.78'	6.03'	11.65'	N48°52'19"W	30°00'00"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S33°52'19"E	39.36'
L2	S63°52'19"E	26.34'
L3	N63°52'19"W	18.84'
L4	N33°52'19"W	41.93'
L5	N56°07'41"E	13.65'



TAX MAP 102-10-00-2B
CITY OF MANASSAS
 #9898 GODWIN DRIVE

Plat to Accompany Right-of-Way Agreement		
VIRGINIA ELECTRIC AND POWER COMPANY doing business as DOMINION VIRGINIA POWER		
District	Underground	
District	County	State
Manassas	CITY OF MANASSAS VA	
Office	Plat Number	
N/W	40 13-0237	
Estimate Number	Grid Number	
45-75458 dd	B2311	
Date	By	

- Legend**
- Location of Boundary Lines of Right of Way
 - Indicates Property Line is Right-of-Way Boundary

Sheet 1 of 1

23

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 25

ITEM NO. 4

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Resolution 2014-44-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$715,000 Anticipated Insurance Reimbursement and \$35,000 of Electric Funds for VMEA Generator Repairs

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: March 26, 2014 – Finance Committee

SUMMARY OF ISSUE/TOPIC: On January 7, 2014 the City Electric Department was running dispatched generation for Dominion Power due to the high electric loads associated with the cold weather. At 10:10 a.m. one of the 16 diesel generators located at the VMEA plant off of Godwin Drive caught fire. The Fire Department responded to the scene and quickly extinguished the fire. The building itself also had fire suppression that limited the spread of the fire in the facility. One generator received significant damage along with some building damage.

While the exact cause of the fire is still under investigation, the preliminary cause of the fire is believed to have been a failure of a turbine blade that damaged the turbocharger. The failure in the turbocharger caused the oil supply line to back out, allowing oil to spray onto the turbocharger.

The City does have insurance for both the building and contents which is expected to cover over 95% of the repair costs.

This resolution will budget and appropriate \$715,000 of Insurance Reimbursement revenue and \$35,000 of Electric Funds in the Electric Capital Projects Fund.

STAFF RECOMMENDATION: Approve Resolution 2014-44-R

BOARD/COMMISSION/ COMMITTEE: February 19, 2014 – Utility Commission
March 26, 2014 – Finance Committee (2/0)

RECOMMENDATION: X Approve ___ Disapprove ___ Reviewed ___ See Comments

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

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT: \$715,000 Insurance Reimbursement
\$ 35,000 Electric Fund
\$750,000 Total for VMEA Generator Repairs – 2014 Fire

STAFF: Glenn Simpson, Utilities Finance Manager, 703-257-8356

RESOLUTION 2014-44-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this day of 14th day of April, 2014, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
ELECTRIC FUND:		
<u>Revenue:</u>		
540-0000-346-04-00	Net Assets (Fund Balance)	\$ 35,000
 <u>Expenditure:</u>		
540-3599-501-92-55	Transfer to Electric Capital Projects Fund	\$ 35,000
 ELECTRIC CAPITAL PROJECTS FUND:		
<u>Revenue:</u>		
545-0000-318-15-16	CP3690 Insurance Reimbursements	\$ 715,000
545-0000-345-54-00	CP3690 Transfer from Electric Fund	\$ 35,000
		<hr/> \$ 750,000
 <u>Expenditure:</u>		
545-3690-505-39-00	CP3690 Purchased Services	\$ 730,000
545-3690-505-54-76	CP3690 Miscellaneous Rentals	\$ 10,000
545-3690-505-62-00	CP3690 Other Supplies	\$ 10,000
		<hr/> \$ 750,000

For: Insurance Reimbursement for VMEA Generator Fire

This resolution shall take effect upon its passage.

 Harry J. Parrish II MAYOR
 On Behalf of the City Council
 of Manassas, Virginia

ATTEST:

 Andrea P. Madden City Clerk

AGENDA STATEMENT

PAGE NO. 27

ITEM NO. 5

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Resolution 2014-45-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$250 Donation from the Ratcliffe Family to Fire and Rescue

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

SUMMARY OF ISSUE/TOPIC:

In February 2014, the Old Town Business Association donated \$100 to the City of Manassas Fire and Rescue Department in memory of the late Ricky Ratcliffe, a longtime volunteer in the fire service in Manassas. The donation was put towards the smoke alarm program in the City, a program which Mr. Ratcliffe believed in and supported.

At the same time, I informed his widow, Mrs. Judith Ratcliffe of the donation in Ricky's memory. Shortly thereafter, we received a donation from Mrs. Ratcliffe and her daughters, also in support of the smoke alarm program which Ricky believed in so much.

Once budgeted and appropriated, this donation will be used to continue the free smoke alarm program which fosters the core of fire prevention and protection among the residents of the city Mr. Ratcliffe dedicated his life to serving.

This resolution will budget and appropriate \$250 of donations in the Fire Rescue Fund.

STAFF RECOMMENDATION: Approve Resolution 2014-45-R

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER:  Approve Disapprove Reviewed See Comments

COMMENTS: _____

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT: \$250 – Donation Revenue

STAFF: Fire and Rescue Chief Brett R. Bowman, Fire and Rescue, (703) 257-8465

RESOLUTION 2014-45-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this day of 14th day of April, 2014, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>				<u>AMOUNT</u>
FIRE RESCUE FUND				
<u>Revenue:</u>				
285-0000-318-22-05	FR1607	Ratcliffe Smoke Detector Donation	\$	250
<u>Expenditure:</u>				
285-2205-422-62-00	FR1607	Smoke Detectors	\$	250

For: Ratcliffe Family Donation for Smoke Detectors

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

CITY OF MANASSAS
Cash Receipts Transaction

29

Group number : 6613 CR CASH RECEIPTS
Accounting period : 08/2014 mm/yyyy
Posting date : 02/20/2014 mm/dd/yyyy

Transaction information:

Transaction date : 02/19/2014 mm/dd/yyyy
Receipt number : 0081335
Account number : 285-0000-318.22-05 Private Grants/Donations
Project number : FR1607 Ratcliffe Smoke Detec.Don
Transaction amount : 250.00
Description 1 : RATCLIFFE, RICHARD & JUDI
Description 2 : EEVANS 02/19/14 00
Transaction type code . . . :
Bank code : 0

Press Enter to continue.

F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 31

ITEM NO. 6

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Resolution 2014-46-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$19,220 Virginia Pre Hospital Information Bridge Grant for Toughbook Computers for Fire and Rescue

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: March 26, 2014 – Finance Committee

SUMMARY OF ISSUE/TOPIC: The City of Manassas Fire and Rescue System, consisting of the City of Manassas Fire and Rescue Department (MFRD), Greater Manassas Volunteer Rescue Squad (GMVRS), and Manassas Volunteer Fire Company (MVFC), was issued a grant for each component of the System with funding from the Virginia Office of EMS (VAOEMS) Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant Program. Funding was awarded to replace existing toughbook computers used for patient reporting in system apparatus licensed for EMS transport.

This grant is a 100% funded, reimbursable, grant. The grant expires on May 31, 2014; therefore, all purchases must be made before that deadline.

This resolution will budget and appropriate \$19,220 of State Grant Revenue in the Fire and Rescue Fund.

STAFF RECOMMENDATION: Approve Resolution 2014-46-R

BOARD/COMMISSION/ COMMITTEE: March 26, 2014 – Finance Committee (2/0)

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER:  Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT: \$ 3,155 – City of Manassas Fire and Rescue Department
\$12,852 – Greater Manassas Volunteer Rescue Squad
\$ 3,213 – Manassas Volunteer Fire Company
\$19,220 – Virginia Pre Hospital Information Bridge Special Initiative Grant

STAFF: Battalion Chief Todd E. Lupton, (703) 257-8458

RESOLUTION 2014-46-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 14th day of April, 2014, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
FIRE AND RESCUE FUND:		
<u>Revenue:</u>		
285-0000-324-22-16	VPHIB Special Initiative Grant	\$ 19,220
<u>Expenditure:</u>		
285-2216-422-41-19	Mid-Year IT Purchases - Toughbooks	\$ 19,220
INFORMATION TECHNOLOGY FUND:		
<u>Revenue:</u>		
608-0000-319-41-19	Mid-Year IT Purchases	\$ 19,220
<u>Expenditure:</u>		
608-1418-419-62-96	Computers - Controlled (Toughbooks)	\$ 19,220

For: Virginia Pre Hospital Information Bridge Special Initiative Grants

This resolution shall take effect upon its passage.

 Harry J. Parrish II MAYOR
 On Behalf of the City Council
 of Manassas, Virginia

ATTEST:

 Andrea P. Madden City Clerk



COMMONWEALTH of VIRGINIA

Department of Health

February 20, 2014

Todd E. Lupton
City Of Manassas Fire And Rescue
9324 West Street, Suite 103
Manassas, VA 20110

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the *Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant Program*. The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. ***All items must be ordered as soon as possible and submission for reimbursement must be made by May 31, 2014, grant deadline.*** The following documents have been included in your grant award package:

- ***Memorandum of Agreement:*** All three (3) pages of this document must be signed and returned by **March 14, 2014**. Original or faxed copies will be accepted.
- ***Instructions for Grant Reimbursement:*** All items must be submitted in order to process your reimbursement.
- ***Equipment Status/Final Report Form:*** This form must be submitted sixty (60) days after the grant cycle deadline.

The following Special Conditions apply to your grant award, OEMS will not reimburse for your grant award until these conditions have been fully met:

- *Agency must enable "Auto-Post/Sync" within the ImageTrend application. Enabling Auto-Post allows EMS records to be simultaneously submitted to the OEMS' VPHIB system. Auto-Post is located in the Field Bridge preferences under the setup tab of ImageTrend's Service Bridge.*
- *If using EMS Charts or Zoll EMS software products Web services must be setup for real-time or near real-time (within 12 hours) submission. Web services are made available upon EMS agency request directly to their vendor EMS Charts or Zoll support. Agencies using other EMS software vendors agree to establish Web services / real-time submission if it becomes available from their vendor.*
- *Computer awards require establishment of internet account; providing OEMS with agency e-mail address.*
- *Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Project made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."*
- *Must be compliant with submitting EMS data including the minimum dataset prescribed technical format as required by Virginia Code §32.1-116.1.*
- *Must use awarded hardware to comply with pre-hospital patient care reporting of the OEMS minimum dataset in the technical format prescribed by OEMS.*

If your agency was not awarded for all items requested, it is recommended that you apply for the Rescue Squad Assistance Fund (RSAF) grant program by the March 17, 2014 deadline. If you have any questions, please contact Amanda Davis, Grant Manager at (804) 888-9106, Amanda.Davis@vdh.virginia.gov or Linwood P. Pulling, Grant Specialist at (804) 888-9105, Linwood.Pulling@vdh.virginia.gov or 1-800-523-6019 for additional grant information.

Congratulations,

Gary R. Brown, Director
Virginia Office of Emergency Medical Services

Enclosures

Office of Emergency Medical Services
Consolidated Grant Program

AWARD PAGE

February 1, 2014 - January 31, 2015 Grant Period

Agency Name: CITY OF MANASSAS FIRE AND RESCUE

Grant Number: NV-C02/01-14

<u>Item Type (Item)</u>	<u>Status</u>	<u>Quantity Funded</u>	<u>Funding % Level</u>	<u>Amount Funded</u>
Computer Hardware (VPHIB HARDWARE (COMPUTERS))	FUNDED	1	100	\$3,155.00
				<u>\$3,155.00</u>

Instructions For Grant Reimbursement Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant

Review all instructions completely.

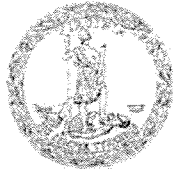
1. Read the Memorandum of Agreement form (MOA), the Authorized Agent must initial the first two pages and complete the Verification portion on the third page and **submit by March 14, 2014** after receiving the **Award Letter and Award Page**. The Office of EMS (OEMS) will sign the form and send the original back to your agency, please keep a copy for your file.
2. **NEW REGULATION:** As per State of Virginia audit requirements, grantees must submit the front page of the letter provided by the IRS issuing their Federal Identification Number (FIN). If your organization has recently become a Not-For-Profit organization and has not received a FIN, reimbursement cannot be processed until documentation showing the issuance of a FIN can be submitted.
3. Purchase item(s) awarded as stated on the Award Page. You must comply with ALL special conditions listed on your Award Letter and all terms on the Memorandum of Agreement form. ***Purchase(s) must be made as soon as possible after your award date of February 20, 2014 and completed prior to the end of the grant period, May 31, 2014.***
4. Reimbursement of grant awards - Submit a copy of an itemized, dated, numbered vendor invoice(s) to OEMS for reimbursement. Invoice(s) are to be submitted to OEMS after the item(s) are received by grantee. Any grant for which appropriate proof of purchase has not been received within thirty days after the grant period ends will be considered expired.
5. Equipment Status/Final Report Form must be submitted to OEMS within sixty days after the equipment /project is received/completed by grantee. All items must be listed on your report form with a serial number provided if applicable.
7. Item(s) awarded can't be sold, transferred or disposed of within five (5) years of purchase, without **prior** approval from OEMS. See award letter for additional grant conditions.
8. Any questions can be directed to Amanda Davis, Grant Manager at (804) 888-9106 or Linwood P. Pulling, Grant Specialist at (804) 888-9105.

Federal Identification Number Information

To obtain information on becoming a 501c3 agency, you should request Publication 557, "Tax-Exempt Status For Your Organization." This publication can be obtained by contacting your local IRS office or you can order it by calling 1-800-829-3676.

Internet users can use the following:

Telnet	fedworld.gov
File transfer	ftp.fedworld.gov
World Wide Web	www.ustreas.gov



COMMONWEALTH of VIRGINIA

Department of Health

February 20, 2014

Todd E. Lupton
Greater Manassas Volunteer Rescue Squad
PO Box 123
Manassas, VA 20110

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the *Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant Program*. The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. **All items must be ordered as soon as possible and submission for reimbursement must be made by May 31, 2014, grant deadline.** The following documents have been included in your grant award package:

- **Memorandum of Agreement:** All three (3) pages of this document must be signed and returned by **March 14, 2014**. Original or faxed copies will be accepted.
- **Instructions for Grant Reimbursement:** All items must be submitted in order to process your reimbursement.
- **Equipment Status/Final Report Form:** This form must be submitted sixty (60) days after the grant cycle deadline.

The following Special Conditions apply to your grant award, OEMS will not reimburse for your grant award until these conditions have been fully met:

- Agency must enable "Auto-Post/Sync" within the ImageTrend application. Enabling Auto-Post allows EMS records to be simultaneously submitted to the OEMS' VPHIB system. Auto-Post is located in the Field Bridge preferences under the setup tab of ImageTrend's Service Bridge.
- If using EMS Charts or Zoll EMS software products Web services must be setup for real-time or near real-time (within 12 hours) submission. Web services are made available upon EMS agency request directly to their vendor EMS Charts or Zoll support. Agencies using other EMS software vendors agree to establish Web services / real-time submission if it becomes available from their vendor.
- Computer awards require establishment of internet account; providing OEMS with agency e-mail address.
- Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Project made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."
- Must be compliant with submitting EMS data including the minimum dataset prescribed technical format as required by Virginia Code §32.1-116.1.
- Must use awarded hardware to comply with pre-hospital patient care reporting of the OEMS minimum dataset in the technical format prescribed by OEMS.

If your agency was not awarded for all items requested, it is recommended that you apply for the Rescue Squad Assistance Fund (RSAF) grant program by the March 17, 2014 deadline. If you have any questions, please contact Amanda Davis, Grant Manager at (804) 888-9106, Amanda.Davis@vdh.virginia.gov or Linwood P. Pulling, Grant Specialist at (804) 888-9105, Linwood.Pulling@vdh.virginia.gov or 1-800-523-6019 for additional grant information.

Congratulations,

Gary R. Brown, Director
Virginia Office of Emergency Medical Services

Enclosures

Office of Emergency Medical Services
Consolidated Grant Program

AWARD PAGE

February 1, 2014 - January 31, 2015 Grant Period

Agency Name: GREATER MANASSAS VOLUNTEER RESCUE SQUAD

Grant Number: NV-C03/01-14

<u>Item Type (Item)</u>	<u>Status</u>	<u>Quantity Funded</u>	<u>Funding % Level</u>	<u>Amount Funded</u>
Computer Hardware (VPHIB HARDWARE (COMPUTERS))	FUNDED	4	100	\$12,852.00
				<u>\$12,852.00</u>

Instructions For Grant Reimbursement Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant

Review all instructions completely.

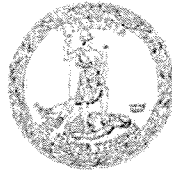
1. Read the Memorandum of Agreement form (MOA), the Authorized Agent must initial the first two pages and complete the Verification portion on the third page and **submit by March 14, 2014** after receiving the **Award Letter and Award Page**. The Office of EMS (OEMS) will sign the form and send the original back to your agency, please keep a copy for your file.
2. **NEW REGULATION:** As per State of Virginia audit requirements, grantees must submit the front page of the letter provided by the IRS issuing their Federal Identification Number (FIN). If your organization has recently become a Not-For-Profit organization and has not received a FIN, reimbursement cannot be processed until documentation showing the issuance of a FIN can be submitted.
3. Purchase item(s) awarded as stated on the Award Page. You must comply with ALL special conditions listed on your Award Letter and all terms on the Memorandum of Agreement form. ***Purchase(s) must be made as soon as possible after your award date of February 20, 2014 and completed prior to the end of the grant period, May 31, 2014.***
4. Reimbursement of grant awards - Submit a copy of an itemized, dated, numbered vendor invoice(s) to OEMS for reimbursement. Invoice(s) are to be submitted to OEMS after the item(s) are received by grantee. Any grant for which appropriate proof of purchase has not been received within thirty days after the grant period ends will be considered expired.
5. Equipment Status/Final Report Form must be submitted to OEMS within sixty days after the equipment /project is received/completed by grantee. All items must be listed on your report form with a serial number provided if applicable.
7. Item(s) awarded can't be sold, transferred or disposed of within five (5) years of purchase, without **prior** approval from OEMS. See award letter for additional grant conditions.
8. Any questions can be directed to Amanda Davis, Grant Manager at (804) 888-9106 or Linwood P. Pulling, Grant Specialist at (804) 888-9105.

Federal Identification Number Information

To obtain information on becoming a 501c3 agency, you should request Publication 557, "Tax-Exempt Status For Your Organization." This publication can be obtained by contacting your local IRS office or you can order it by calling 1-800-829-3676.

Internet users can use the following:

Telnet	fedworld.gov
File transfer	ftp.fedworld.gov
World Wide Web	www.ustreas.gov



COMMONWEALTH of VIRGINIA

Department of Health

February 20, 2014

Todd E. Lupton
 Manassas Volunteer Fire Company Inc.
 PO BOX 46
 Manassas, VA 20110

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the *Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant Program*. The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. ***All items must be ordered as soon as possible and submission for reimbursement must be made by May 31, 2014, grant deadline.*** The following documents have been included in your grant award package:

- ***Memorandum of Agreement:*** All three (3) pages of this document must be signed and returned by **March 14, 2014**. Original or faxed copies will be accepted.
- ***Instructions for Grant Reimbursement:*** All items must be submitted in order to process your reimbursement.
- ***Equipment Status/Final Report Form:*** This form must be submitted sixty (60) days after the grant cycle deadline.

The following *Special Conditions* apply to your grant award, OEMS will not reimburse for your grant award until these conditions have been fully met:

- *Agency must enable "Auto-Post/Sync" within the ImageTrend application. Enabling Auto-Post allows EMS records to be simultaneously submitted to the OEMS' VPHIB system. Auto-Post is located in the Field Bridge preferences under the setup tab of ImageTrend's Service Bridge.*
- *If using EMS Charts or Zoll EMS software products Web services must be setup for real-time or near real-time (within 12 hours) submission. Web services are made available upon EMS agency request directly to their vendor EMS Charts or Zoll support. Agencies using other EMS software vendors agree to establish Web services / real-time submission if it becomes available from their vendor.*
- *Computer awards require establishment of internet account; providing OEMS with agency e-mail address.*
- *Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Project made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."*
- *Must be compliant with submitting EMS data including the minimum dataset prescribed technical format as required by Virginia Code §32.1-116.1.*
- *Must use awarded hardware to comply with pre-hospital patient care reporting of the OEMS minimum dataset in the technical format prescribed by OEMS.*

If your agency was not awarded for all items requested, it is recommended that you apply for the Rescue Squad Assistance Fund (RSAF) grant program by the March 17, 2014 deadline. If you have any questions, please contact Amanda Davis, Grant Manager at (804) 888-9106, Amanda.Davis@vdh.virginia.gov or Linwood P. Pulling, Grant Specialist at (804) 888-9105, Linwood.Pulling@vdh.virginia.gov or 1-800-523-6019 for additional grant information.

Congratulations,

Gary R. Brown, Director
 Virginia Office of Emergency Medical Services

Enclosures

Office of Emergency Medical Services
Consolidated Grant Program

AWARD PAGE

February 1, 2014 - January 31, 2015 Grant Period

Agency Name: MANASSAS VOLUNTEER FIRE COMPANY, INC.

Grant Number: NV-C05/01-14

<u>Item Type (Item)</u>	<u>Status</u>	<u>Quantity Funded</u>	<u>Funding % Level</u>	<u>Amount Funded</u>
Computer Hardware (VPHIB HARDWARE (COMPUTERS))	FUNDED	1	100	\$3,213.00
				<u>\$3,213.00</u>

Instructions For Grant Reimbursement Virginia Pre Hospital Information Bridge (VPHIB) Special Initiative Grant

Review all instructions completely.

1. Read the Memorandum of Agreement form (MOA), the Authorized Agent must initial the first two pages and complete the Verification portion on the third page and **submit by March 14, 2014** after receiving the **Award Letter and Award Page**. The Office of EMS (OEMS) will sign the form and send the original back to your agency, please keep a copy for your file.
2. **NEW REGULATION:** As per State of Virginia audit requirements, grantees must submit the front page of the letter provided by the IRS issuing their Federal Identification Number (FIN). If your organization has recently become a Not-For-Profit organization and has not received a FIN, reimbursement cannot be processed until documentation showing the issuance of a FIN can be submitted.
3. Purchase item(s) awarded as stated on the Award Page. You must comply with ALL special conditions listed on your Award Letter and all terms on the Memorandum of Agreement form. **Purchase(s) must be made as soon as possible after your award date of February 20, 2014 and completed prior to the end of the grant period, May 31, 2014.**
4. Reimbursement of grant awards - Submit a copy of an itemized, dated, numbered vendor invoice(s) to OEMS for reimbursement. Invoice(s) are to be submitted to OEMS after the item(s) are received by grantee. Any grant for which appropriate proof of purchase has not been received within thirty days after the grant period ends will be considered expired.
5. Equipment Status/Final Report Form must be submitted to OEMS within sixty days after the equipment /project is received/completed by grantee. All items must be listed on your report form with a serial number provided if applicable.
7. Item(s) awarded can't be sold, transferred or disposed of within five (5) years of purchase, without **prior** approval from OEMS. See award letter for additional grant conditions.
8. Any questions can be directed to Amanda Davis, Grant Manager at (804) 888-9106 or Linwood P. Pulling, Grant Specialist at (804) 888-9105.

Federal Identification Number Information

To obtain information on becoming a 501c3 agency, you should request Publication 557, "Tax-Exempt Status For Your Organization." This publication can be obtained by contacting your local IRS office or you can order it by calling 1-800-829-3676.

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Telnet	fedworld.gov
File transfer	ftp.fedworld.gov
World Wide Web	www.ustreas.gov

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 43

ITEM NO. 7

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Resolution 2014-47-R Amending the FY 2014 Budget by Budgeting and Appropriating a \$7,600 Virginia Department of Aviation Grant for an Aircraft Rescue and Firefighting (ARFF) Feasibility Study at the Airport and Accepting the Grants and Authorizing the Mayor to Sign the Grant Agreement

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: March 26, 2014 – Finance Committee

SUMMARY OF ISSUE/TOPIC: The Virginia Department of Aviation has offered the City of Manassas a grant for an Aircraft Rescue and Firefighting (ARFF) Feasibility Study at the Manassas Regional Airport in the amount of \$7,600, which represents 80% of the total eligible project cost. The Airport will provide the local share of \$1,900, which represents 20% of the total project cost and is available in the Airport Fund's FY 2014 Budget. The total cost of this study is \$9,500.

This resolution will budget and appropriate \$7,600 of State Grant Revenue in the Airport Fund.

STAFF RECOMMENDATION: Approve Resolution 2014-47-R

BOARD/COMMISSION/ COMMITTEE: Airport Commission
March 26, 2014 – Finance Committee (2/0)

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER: WPP Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION (IF NECESSARY): The format and content of this Grant Offer will be approved by the City Attorney.

BUDGET/FISCAL IMPACT: \$ 7,600 State Grant
\$ 1,900 Available in Airport's FY 2014 Budget
\$ 9,500 Aircraft Rescue and Firefighting Feasibility Study

STAFF: Juan E. Rivera, Airport Director, (703) 361-1882

RESOLUTION 2014-47-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 14th day of April, 2014, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
AIRPORT FUND:		
<u>Revenue:</u>		
570-0000-322-21-00	State Grant	\$ 7,600
<u>Expenditure:</u>		
570-3711-501-31-00	ARFF Feasibility Study	\$ 7,600

For: Virginia Department of Aviation Grant for Aircraft Rescue and Firefighting (ARFF) Feasibility Study

This resolution shall take effect upon its passage.

 Harry J. Parrish II MAYOR
 On Behalf of the City Council
 of Manassas, Virginia

ATTEST:

 Andrea P. Madden City Clerk



COMMONWEALTH of VIRGINIA

Randall P Burdette
Director

Department of Aviation
5702 Gulfstream Road
Richmond, Virginia 23250-2422

V/TDD • (804) 236-3624
FAX • (804) 236-3635

February 25, 2014

Mr. Juan E. Rivera, Director
Manassas Regional Airport
10600 Harry J. Parrish Blvd.
Manassas, VA 20110

**Re: Manassas Regional Airport
ARFF Feasibility Study— CS0030-29**

Dear Mr. Rivera:

Please find enclosed three originals of the Grant Offer for the project referenced above. This offer, once accepted, becomes your Grant Agreement with the Commonwealth of Virginia, Department of Aviation.

This Agreement must be executed on behalf of the sponsor by an official authorized to take such action, and the sponsor's attorney must execute the certificate on page 2. This offer must be accepted and certified by **February 26, 2014** or may otherwise be withdrawn.

The amount of this grant has been determined by the costs associated with a fixed scope of work. As such, no changes in the scope of work should be undertaken without first obtaining the approval of the Department of Aviation.

After acceptance of the offer, please return two originals to this office and keep one for your files. Should there be questions, you have only to call upon us.

Sincerely,

Susan H. Simmers, Senior Aviation Planner
Planning and Environmental Section
Airport Services Division

/pas
Enclosures





Commonwealth of Virginia
 Department of Aviation
 5702 Gulfstream Road
 Richmond, Virginia 23250-2422

Grant Agreement

Part I - Offer

Project Number: **CS0030-29**
 Date of Approval: **November 21, 2013**
 Date of Offer: **February 25, 2014**
 Date of Offer Expiration: **April 26, 2014**

WHEREAS, by executing a *Master Agreement on Terms and Conditions for Accepting State Aviation Funding Resources* (hereinafter referred to as the "Master Agreement"), effective on October 6, 2010, the **City of Manassas** (hereinafter referred to as the "Sponsor") agreed to the terms and conditions for accepting state aviation funding from the Commonwealth of Virginia (hereinafter referred to as the "Commonwealth"); and

WHEREAS, the Sponsor has submitted a request for a grant of state funds to assist in the development of **Manassas Regional Airport** (hereinafter referred to as the "Airport") together with the appropriate supporting documentation; and

WHEREAS, the Commonwealth acting by and through the Virginia Aviation Board (hereinafter referred to as the "Board") and/or the Department of Aviation (hereinafter referred to as the "Department"), has approved a project for development of the Airport which consists of the following (hereafter referred to as the "Project"):

ARFF Feasibility Study


NOW, THEREFORE, pursuant to the authority granted to the Department by §5.1-2.2 of the *Code of Virginia* (1950), as amended, and in consideration of: (a) the authority granted to the Sponsor to operate and maintain the Airport, (b) the Sponsor's adoption and ratification of the assurances provided in the Master Agreement, and (c) the benefits to accrue to the Commonwealth and the public from the accomplishment of this Project, the Department offers to pay, as the Commonwealth's share, **eighty (80) percent** of all eligible Project costs.

This offer is made on and subject to the following terms and conditions:

1. The Master Agreement is incorporated by reference herein, and this offer is subject to the terms and conditions of said Master Agreement.
2. The maximum obligation of the Commonwealth payable under this Grant Agreement shall not exceed **\$7,600.00**.
3. If the Federal Aviation Administration (hereinafter referred to as the "FAA") will be participating in the funding of this Project, the Sponsor has, at the time of the execution of this Grant Agreement, a commitment from FAA for federal funds in the amount of \$ NA.
4. This Grant Payment Term will expire on **March 31, 2015**.
5. The Grant Obligation Term is **20 years**.

Grant Agreement, Project Number CS0030-29

The Sponsor's acceptance of this Grant Offer with its terms and conditions shall be evidenced by execution of this Grant Offer by, or on behalf of, the Sponsor, as hereinafter provided, and said Grant Offer and acceptance shall comprise a Grant Agreement for the distribution of funds by the Department as authorized under §5.1-2.2 Code of Virginia (1950), as amended. This Grant Agreement shall become effective upon the Sponsor's acceptance and shall remain in full force as provided herein.

Commonwealth of Virginia
Department of Aviation


Randall P Burdette
Executive Director

Date FEB 28 2014

Part II - Acceptance

The City of Manassas does hereby accept and agree all the terms, conditions and assurances contained in this Grant Agreement.

Executed this _____ day of _____, 20_____

City of Manassas

By _____

Title _____

Attest _____

Title _____

Certification of Sponsor's Attorney

I, _____,
acting as Attorney for the Sponsor do hereby certify that I have examined the foregoing Grant Agreement and find that the Sponsor has been duly authorized and is fully capable under the laws of the Commonwealth of Virginia of fulfilling all obligations under this Grant Agreement and that this Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms and conditions thereof.

Dated at _____, Virginia this _____ day of _____, 20_____

By _____

Title _____

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 49

ITEM NO. 8

MEETING DATE: April 14, 2014

TIME ESTIMATE: Consent Agenda

AGENDA ITEM TITLE: Consideration of Resolution #R-2014-32 Honoring Sergeant James A. Horton for His Twenty-Seven Years of Service to the City of Manassas

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

SUMMARY OF ISSUE/TOPIC: Sergeant James A. Horton is retiring from the Manassas City Police Department after serving the city for twenty-seven years.

STAFF RECOMMENDATION: Approve Resolution #R-2014-32

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER:  Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT: None

STAFF: Douglas W. Keen, Chief of Police

MOTION: _____

**April 14, 2014
Regular Meeting
Res No. R-2014-32**

SECOND: _____

RE: HONORING SERGEANT JAMES A. HORTON FOR HIS 27 YEARS OF SERVICE TO THE CITY OF MANASSAS

WHEREAS, in 1987, Sergeant Horton began his career with the City of Manassas Police Department as an Officer, where he rose through the ranks becoming of service; and

WHEREAS, during his career in law enforcement Sergeant Horton has accumulated twenty-eight (28) years of experience in all facets and levels of police work; and

WHEREAS, during his career in law enforcement Sergeant Horton served as a Dare Officer, a Georgetown South Community Police Officer and a Vice and Narcotics Detective; and

WHEREAS, Sergeant Horton was promoted and has served as a Sergeant for the City of Manassas Police Department since April 2, 2007; and

WHEREAS, Sergeant Horton has earned numerous commendations for his actions, and was selected as "Officer of the Month" multiple times; and

WHEREAS, Sergeant Horton has created a departmental culture that instills education, training, community service and excellence in all aspects of the law enforcement mission; and

WHEREAS, Sergeant Horton has helped make the City of Manassas a safer and more enjoyable place to live while demonstrating an unwavering commitment to the Police Department's reputation and professional standing and to the citizens of the City of Manassas.

NOW, THEREFORE, BE IT RESOLVED that I, Harry J. Parrish II, Mayor of the City of Manassas and on behalf of the Manassas City Council, hereby publicly commend, recognize, and thank

Sergeant James A. Horton

for his exceptional dedication and professionalism with which he has executed his duties during his twenty-seven years of service to the City of Manassas and its citizens as a member of the Police Department. Further, the Manassas City Council wishes Sergeant Horton good health, happiness and fulfillment that he so richly has earned in his upcoming retirement.

**April 14, 2014
Regular Meeting
Res. No. R-2014-32
Page Two**

Harry J. Parrish II Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

**Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:**

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 53

ITEM NO. 13

MEETING DATE: April 14, 2014

TIME ESTIMATE: 10 minutes

AGENDA ITEM TITLE: Consideration of Settlement Agreement between the City and Wellington Retail II, LLC – Gatherings II and Authorize the Mayor to Sign the Agreement.

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

SUMMARY OF ISSUE/TOPIC: Settlement Agreement to resolve the appeal submitted by Wellington Retail, LLC on FEMA Letter of Map Revision (LOMR) for the site and three (3) public street lights along Hastings Drive.

STAFF RECOMMENDATION: Approve Settlement Agreement and authorize Mayor to sign the agreement.

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER: *WPP* Approve Disapprove Reviewed See Comments

COMMENTS:

DISCUSSION (IF NECESSARY): Staff will review the settlement terms with Council at the meeting.

BUDGET/FISCAL IMPACT: \$18,155 City cost for floodplain study will be budgeted through the Finance Committee

STAFF: Michael Moon, Director of Public Works & Utilities, 703-257-8226

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), effective the ___ day of April, 2014, by and between the City of Manassas ("City"), and Wellington Retail II, LC ("Wellington"),

W I T N E S S E T H

WHEREAS, the City administers through its Design and Construction Standards Manual ("DCSM") certain regulations of land development, including lighting requirements and regulation of the 100-year flood plain as necessary to comply with the National Flood Insurance Program ("NFIP") provided through the Federal Emergency Management Agency ("FEMA"), and

WHEREAS, The NFIP and the City's ordinances and DCSM use FEMA's Flood Insurance Rate Map ("FIRM") to determine the location of the flood plain (the "Currently Mapped Flood Plain"), and

WHEREAS, Wellington has submitted a site plan for approval for the Gatherings II at Wellington project ("Gatherings II") showing a building located within the Currently Mapped Flood Plain, Site Plan #SP-1400000008, and

WHEREAS, Several years ago, a new box culvert was built on the Gatherings II site by Kettler & Scott and in Hastings Dr. by the City of Manassas, which the parties agree modified the flood plain, and

WHEREAS, Several years ago, the engineering firm of Greenhorne & O'Meara ("G&O") submitted a plat to the City reflecting the modified flood plain line in the area of Wellington's project, showing the applicable discharge area to be in excess of 100 acres, but no Letter of Map Revision ("LOMR") was processed by the City at that time to revise the FIRM, and

WHEREAS, The FEMA submission regulations for a LOMR have changed since the G&O study, and

WHEREAS, The City, acting through its Director of Public Works and Utilities, has required as a condition for approval of the above Site Plan that an additional flood plain study be done by Wellington to establish the actual location of the modified flood plain, as determined by FEMA for purposes of NFIP ("the Future Mapped Flood Plain"), and

WHEREAS, The site plan submitted by Wellington shows existing sidewalks abutting the project along Hastings Drive, and the City's Director of Public Works and Utilities has required additional lighting of the sidewalks and roadway in order to meet the City's DCSM requirements based on the photometrics plan for the site plan, and

WHEREAS, The City, acting through its Director of Public Works and Utilities, previously required Wellington to provide an additional utility easement on the Gatherings II site

due to the installation by others of electrical lines outside the easement, but later withdrew that requirement, and

WHEREAS, The City notified Wellington of the need for a LOMR via email and by formal comment in October 2013, but no study has been submitted, and

WHEREAS, Federal law requires processing of a LOMR by FEMA when there has been a physical change affecting flooding conditions, and

WHEREAS, Wellington has filed an appeal (the "DCSM Appeal") from the determinations of the Director of Public Works and Utilities (i) that Wellington must provide lighting along Hastings Drive, (ii) that Wellington provide an additional utility easement, and (iii) that the Gatherings II site plan cannot be approved unless and until a LOMR shows that all buildings to be built on the site are outside the Future Mapped Flood Plain, and

WHEREAS, The parties desire to enter into this Settlement Agreement to settle the issues raised by the DCSM Appeal;

NOW, THEREFORE, in consideration of the mutual promises, releases, and payments set forth herein, and other good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

- 1. The recitals above are incorporated as substantive provisions of this Agreement.
- 2. The City agrees to perform the following tasks:
 - (a) Upon payment from Wellington as provided below, diligently pursue update of the Currently Mapped Flood Plain through FEMA review and approval of a LOMR or other submission as necessary. Wellington may review the City's application for FIRM update prior to the City or its engineer submitting the application.
 - (b) Upon payment from Wellington as provided below, administer and coordinate the FIRM update, holding any necessary meetings with engineers preparing the LOMR, FEMA, or both. The City's engineering contractor will prepare the LOMR and any other submittals required for the FIRM update.
 - (c) Upon payment from Wellington as provided below, pay the balance of the cost for engineering and surveying work for the FIRM update. The total cost for this update is estimated at \$54,155.
 - (d) Absorb any in-house costs for City staff and City Attorney work related to the update of the FEMA flood plain.
 - (e) Upon submission in accordance with all ordinance and DCSM requirements, diligently process the previously submitted site plan with the revisions referred to herein to put the buildings into separate phases for purposes of review, development and issuance of building permits. Until approval of the Future Mapped Flood Plain, only buildings in phase(s) outside the Currently Mapped Flood Plain will be approved for permits through the City. The City currently acknowledges that one of the two buildings on the site plan is outside of the

Currently Mapped flood plain. Subject to site plan approval under the DCSM, the site plan may separate the detached garage into two separate structures of five garage units each, in order to keep five (5) of the ten (10) garage units out of the Currently Mapped Flood Plain. The phase of the development within the Currently Mapped Flood Plain will only have permits issued after the flood plain study is complete and approved by FEMA demonstrating the structure is outside the Future Mapped Flood Plain. Structures such as underground vaults for stormwater management may be approved for placement in the Currently Mapped Flood Plain if consistent with the DCSM. Wellington may continue site development in the Currently Mapped Flood Plain areas as necessary and as permitted by the DCSM and approved site plan prior to LOMR approval. The City makes no assurances to Wellington that the Future Mapped Flood Plain will differ from the Currently Mapped Flood Plain, or when any modifications will be approved by FEMA so as to permit the contemplated development of the Gatherings II site.

- (f) Remove and Relocate the electric lines that were the subject of the DCSM Appeal into the existing electric line easement.
3. Wellington agrees to:
 - (a) Pay the City \$36,000 toward the cost of FEMA FIRM update (engineering, survey, FEMA application fees), which shall be the total amount due from Wellington for the FEMA FIRM update, within 30 days of execution of this agreement.
 - (b) Accept the flood plain limits as set out in the Currently Mapped Flood Plain and Future Mapped Flood Plain.
 - (c) Not develop within the then-applicable flood plain (the Currently Mapped Flood Plain or Future Mapped Flood Plain, whichever is then in effect) except as permitted under the DCSM.
 - (d) Abide by FEMA actual timeline for review and approval of FIRM update.
 4. Wellington agrees to perform the following tasks:
 - (a) Submit revisions to the previously submitted site plan to address all outstanding issues including but not limited to phasing and appropriate notes per paragraph 2.(e), above.
 - (b) Pay the City \$7918.91 to install the street lights that were the subject of the DCSM Appeal.
 5. The parties further agree as follows:
 - (a) Wellington hereby withdraws the DCSM Appeal as settled and releases the City of all claims, known and unknown, arising out of the subject matter of this DCSM Appeal.
 - (b) The parties' duly authorized representative(s) for signature acknowledge that they have carefully read and fully understand all of the terms of this Agreement, and

that the party they represent enters into this Agreement knowingly and voluntarily. All Parties acknowledge that they have been represented by counsel in the negotiation and drafting of this Agreement.

- (c) This Agreement may be executed in one or more counterparts, and transmitted between the parties via facsimile or other electronic means, all of which taken together shall constitute one and the same instrument. The parties intend that the electronically transmitted signatures constitute original signatures.
- (d) The parties agree that the undersigned are fully authorized to execute this Agreement and that all corporate formalities attendant to the execution of this Agreement have been satisfied. The parties also agree that this Agreement may be executed by each party on different signature pages, but that this Agreement is not effective until signed by all parties.
- (e) The parties agree that the law of the Commonwealth of Virginia shall govern this Agreement, and any issues or disputes arising hereunder. The venue for any dispute arising under this Agreement shall be in the courts in and for Prince William County, Virginia.
- (f) This Agreement constitutes the entire understanding between the parties with regard to the matters set forth therein. There are no oral or written representations, warranties, agreements, arrangements or undertakings between the parties that are not fully expressed in this Agreement.
- (g) Any amendment or modification to this Agreement must be made in writing and signed by all parties. The waiver by one party of any breach of this Agreement by another party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. The drafting of this Agreement shall be deemed a mutual endeavor by all of the parties, and shall not be construed against any single party as the drafter.
- (h) The recitals appearing above are part of this Agreement.
- (i) Each party is responsible for its own engineering, attorney's, expert, and other fees except as expressly set forth herein.
- (j) If the City institutes litigation to recover the aforesaid sum under Section 3 (a) above, Wellington will pay the City's costs and reasonable attorneys' fees incurred in such proceedings.

WITNESS THE FOLLOWING SIGNATURES:

 City of Manassas, Virginia
 By: _____
 Its: _____
 Date: _____

 Wellington Retail II, LC
 By: _____
 Its: _____
 Date: _____

Approved as to form:

 Martin Crim, City Attorney

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 59

ITEM NO. 14

MEETING DATE: April 14, 2014

TIME ESTIMATE: 20 minutes **TIME CERTAIN:** 6:15 P.M.

AGENDA ITEM TITLE: People Inc. Annual Report

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:**

**SUMMARY OF
ISSUE/TOPIC:** The City Manager and City Council have requested an Annual Report to the City Council to present an overview of the operations, projects, and performance of our Community Action Agency.

**STAFF
RECOMMENDATION:** Receive the Report

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER: WPP Approve Disapprove Reviewed See Comments

COMMENTS: N/A

**DISCUSSION
(IF NECESSARY):** None

**BUDGET/FISCAL
IMPACT:** Not Applicable

STAFF: Ronald King, Director of Family Services , 703-361-8277 ext. 2329
Robert Goldsmith, President and C.E.O. People Inc

FILLER PAGE

AGENDA STATEMENT

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ITEM NO. 15

MEETING DATE: April 14, 2014

TIME ESTIMATE: 15 Minutes

AGENDA ITEM TITLE: Presentation of the City Council's Proposed Fiscal Year 2015 Annual Operating Budget

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:** Budget Work Session – April 2, 2014

**SUMMARY OF
ISSUE/TOPIC:** The budget package will be distributed at the Council meeting

**STAFF
RECOMMENDATION:** **NO COUNCIL ACTION REQUIRED**

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER:  Approve Disapprove Reviewed See Comments

COMMENTS: This is an informational item.

**DISCUSSION
(IF NECESSARY):**

**BUDGET/FISCAL
IMPACT:** FY 2015 Budget

STAFF: W. Patrick Pate, City Manager, 703-257-8212