

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and**

(Recipient Entity)

Project Name: _____

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration (“this Agreement”) is made and executed in duplicate on this _____ day of _____, 20____, as between the Northern Virginia Transportation Authority (“NVTA”) and _____ (“Recipient Entity”).

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act (“the NVTA Act”), Chapter 25 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the “NVTA Fund”) in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances (“NVTA Bond Proceeds”) to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement (“the Project”) satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA’s geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, _____ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA’s call for projects;

WHEREAS, NVTA has reviewed _____’s application for funding and has approved _____’s administration and performance of the Project’s described scope of work;

WHEREAS, based on the information provided by _____, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by _____ to finance the Project;

WHEREAS, NVTA agrees that _____ will design and/or construct the Project or perform such other specific work for the Project and _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____’s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA’s governing body and _____’s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity’s clerk’s minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

_____ shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to _____ to advance the Project to the next phase until the current phase is completed. In any circumstance where _____ seeks to advance a Project to the next phase using NVTA funds, _____ shall submit a written request to NVTA's Chief Executive Officer ("CEO") explaining the need for NVTA's funding of an advanced phase. NVTA's CEO will thereafter review the circumstances

underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit _____ from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, _____ further recognizes that NVTA's reimbursement to _____ for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's CEO will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. _____ shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, _____ can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of _____.
8. Promptly notify NVTA's CEO of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. _____ understands that it

will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA.

_____ shall timely provide to NVTA a complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to _____'s Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia

Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern _____ and provide copies of any such financial records to NVTVA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern _____; and provide to NVTVA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTVA for all NVTVA funds (with interest earned at the rate earned by NVTVA) that _____ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTVA Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTVA and its Bond Trustee or require that all _____’s contractors name NVTVA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of _____ for the Project and present NVTVA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTVA that _____ may use NVTVA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTVA’s in-house legal counsel) in connection with the work performed under this Agreement _____ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTVA, that upon final payment to all contractors for the Project, _____ will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTVA be considered

responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern _____.
19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to _____ the funding authorized by NVTa for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.
2. Assign a Regional Transportation Planner for the Project. NVTa's Regional Transportation Planner will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's CEO and its Chief Financial Officer ("CFO"), all payment requisitions submitted by _____ for the Project. NVTa's Regional Transportation Planner will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Regional Transportation Planner all _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Regional Transportation Planner will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Regional Transportation Planner will then make a recommendation to the NVTa's CFO and CEO whether to authorize payment, refuse payment, or seek additional information from _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Regional Transportation Planner will notify _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances

will NVTA authorize payment for any work performed by or on behalf of _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's CEO. NVTA's CEO will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's CEO will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that _____ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's CEO and will advise _____'s designated representative in writing. _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that _____ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from _____ of

all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from _____'s material breach of this Agreement. If so

terminated, _____ shall refund to NVTA all funds NVTA provided to _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ may request that NVTA excuse _____ from refunding all funds NVTA provided to _____ for the Project based upon _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ from refunding all or a portion of the funds NVTA provided to _____ for the Project. No such request to be excused from refunding will be allowed where _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's CEO and _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

_____ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated

transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this Agreement. In the event that _____ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, _____ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to _____.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its CEO;

2600 Park Tower Drive, Suite 601
Vienna, VA 22180

2) to _____, to the attention of _____

_____ (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

_____ represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

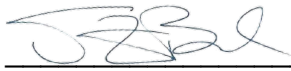
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

City of Manassas (Name of Recipient Entity)

By:  _____

Date: _____



APPENDICES A & B

SCOPE, SCHEDULE, COST, AND FUNDING UPDATE #1

SPA #:	2022-314-1	Submitted On:	N/A
NVTA Project #:	314	Submitted By:	N/A
NVTA Project Title:	Liberia Avenue 3rd Lane Eastbound	Status:	Pending

Project Schedule & Scope Changes

+ Add a Clarification Request

The project schedule and scope have not changed since the funding application was approved by the Authority Board.

Project Schedule Changes

	START	END	
Study			☒ N/A
Design / Engineering / Environmental	FY2026	FY2026	
ROW and Utilities	FY2027	FY2027	
Construction	FY2028	FY2028	
Asset Acquisition			☒ N/A

B-1 - Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$1,607,541.00	\$0.00	\$0.00	\$0.00	\$1,607,541.00
FY2027	\$0.00	\$0.00	\$1,901,157.00	\$0.00	\$0.00	\$1,901,157.00
FY2028	\$0.00	\$0.00	\$0.00	\$5,342,941.00	\$0.00	\$5,342,941.00
Totals	\$0.00	\$1,607,541.00	\$1,901,157.00	\$5,342,941.00	\$0.00	\$8,851,639.00

B-2 - Update Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$1,607,541	\$1,901,157	\$5,342,941	\$0	\$8,851,639
NVTA Funds Applied	\$0	\$1,607,541	\$1,901,157	\$5,342,941	\$0	\$8,851,639
Total Other	\$0	\$0	\$0	\$0	\$0	\$0
Gap	\$0	\$0	\$0	\$0	\$0	\$0

B-3 - Update Project Reimbursement Cash Flow for NVTA Funds in this SPA Only

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$1,607,541.00	\$0.00	\$0.00	\$0.00	\$1,607,541.00
FY2027	\$0.00	\$0.00	\$1,901,157.00	\$0.00	\$0.00	\$1,901,157.00
FY2028	\$0.00	\$0.00	\$0.00	\$5,342,941.00	\$0.00	\$5,342,941.00
Totals	\$0.00	\$1,607,541.00	\$1,901,157.00	\$5,342,941.00	\$0.00	\$8,851,639.00

B-4 - Quarterly Project Reimbursement Cash Flow by Quarter of Expenditure. For NVTA Funds in this SPA Only

Year	September	December	March	June	Total
FY2026	\$0.00	\$535,000.00	\$535,000.00	\$537,541.00	\$1,607,541.00
FY2027	\$475,000.00	\$475,000.00	\$475,000.00	\$476,157.00	\$1,901,157.00
FY2028	\$1,335,000.00	\$1,335,000.00	\$1,335,000.00	\$1,337,941.00	\$5,342,941.00
Totals	\$1,810,000.00	\$2,345,000.00	\$2,345,000.00	\$2,351,639.00	\$8,851,639.00
Previously Reimbursed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

RECIPIENT ENTITY

By:



08/01/2025

Name:

Steven M. Burke

Title:

City Manager

NVTA

Transportation Planner

Date

CFO

Date

CEO

Date

Northern Virginia Transportation Authority

FY2022-2027 Six Year Program

Liberia Avenue 3rd Lane Eastbound

Date Submitted: 10/01/2021

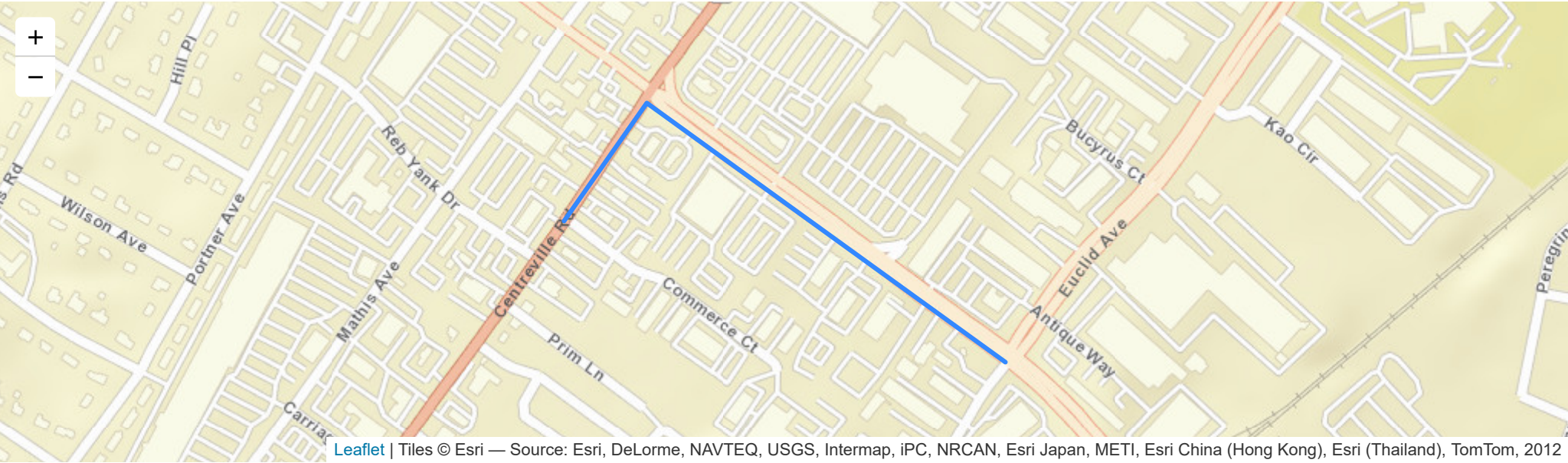
APPLICATION #: MAN-002
Route 28 to Euclid Avenue

Project Description

Project Description: Liberia Avenue is planned to be widened to three through lanes in the eastbound direction between Route 28 (Centreville Road) and Euclid Avenue. This project will also include the widening of a portion of northbound Route 28 to extend the existing northbound left turn lane on Liberia Avenue. These improvements are in accordance with the City of Manassas Transportation Master Plan (TMP). In addition to these roadway improvements, sidewalk improvements are planned along the south side of Liberia Avenue and along the east side of Route 28, along with the necessary utility relocations to make way for the relocated sidewalk and additional travel lane.

Primary Mode(s)	Secondary Mode(s)
	 
Application Number	MAN-002
Primary TransAction ID Number	277
Submitting Jurisdiction/Agency	City of Manassas
Location	The project is located on eastbound Liberia Avenue from the Route 28 to Euclid Avenue as well as northbound route 28 at the intersection with Liberia.
Requested NVTA Funds	\$8,851,639.00
NVTA Funds Approved	\$8,851,639
Previous NVTA Funds Received	\$0.00
Total Cost to Complete Project	\$8,851,639.00

Project Location



Project Milestones

	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition
Earlier					
FY2021					
FY2022					
FY2023					
FY2024					
FY2025					
FY2026		X			
Beyond			X	X	

Year of expected project completion: FY2028

Project Funding

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$1,607,541	\$1,901,157	\$5,342,941	\$0	\$8,851,639
NVTA Funds Applied	\$0	\$1,607,541	\$1,901,157	\$5,342,941	\$0	\$8,851,639
Total Other	\$0	\$0	\$0	\$0	\$0	\$0
Gap	\$0	\$0	\$0	\$0	\$0	\$0

Project Analysis Highlights

Congestion Reduction Relative to Cost (CRRC) Rating	69.11
Congestion Reduction Relative to Cost (CRRC) Rank	7
TransAction Project Rating	7.79
TransAction Project Rank	24
Project's Past Performance (Percentage of expected funds that was reimbursed by 12/31/2021)	N/A
Jurisdiction/Agency's Past Performance on All Projects (Percentage of expected funds that was reimbursed by 12/31/2021)	91.51%
Percentage of Total Project Cost Covered by Funds from Sources Other than NVTA	0.00%
Local Priority	1
Number of Supporting Resolutions (does not include resolution from applicant's own Board/Council)	1
Number of NVTA-Funded Project(s) Nearby	1
Regional Funds allocated to NVTA-Funded Project(s) Nearby	\$3,294,000



APPLICATION #: MAN-002

Date Submitted: 10/01/2021

Local Priority: 1

Application Status: Funded
Adopted Year: 2022

1: GENERAL PROJECT INFORMATION

1.1: Primary TransAction ID

277 - Liberia Avenue Widening: Prince William Parkway to Route 28

1.2: Secondary TransAction IDs

1.3: What is the primary TransAction corridor segment in which this project is physically located?

3-2 Rt. 28 - I-66 to Fauquier County Line

1.4: What other TransAction corridor segments is this project physically located in?

4-1 Prince William Parkway - I-66 to I-95

1.5: Project Title

Liberia Avenue 3rd Lane Eastbound

1.6: Project Subtitle

Route 28 to Euclid Avenue

1.7: Primary Supported Mode

Roadway

1.8: Secondary Supported Modes

Bus, Pedestrian only

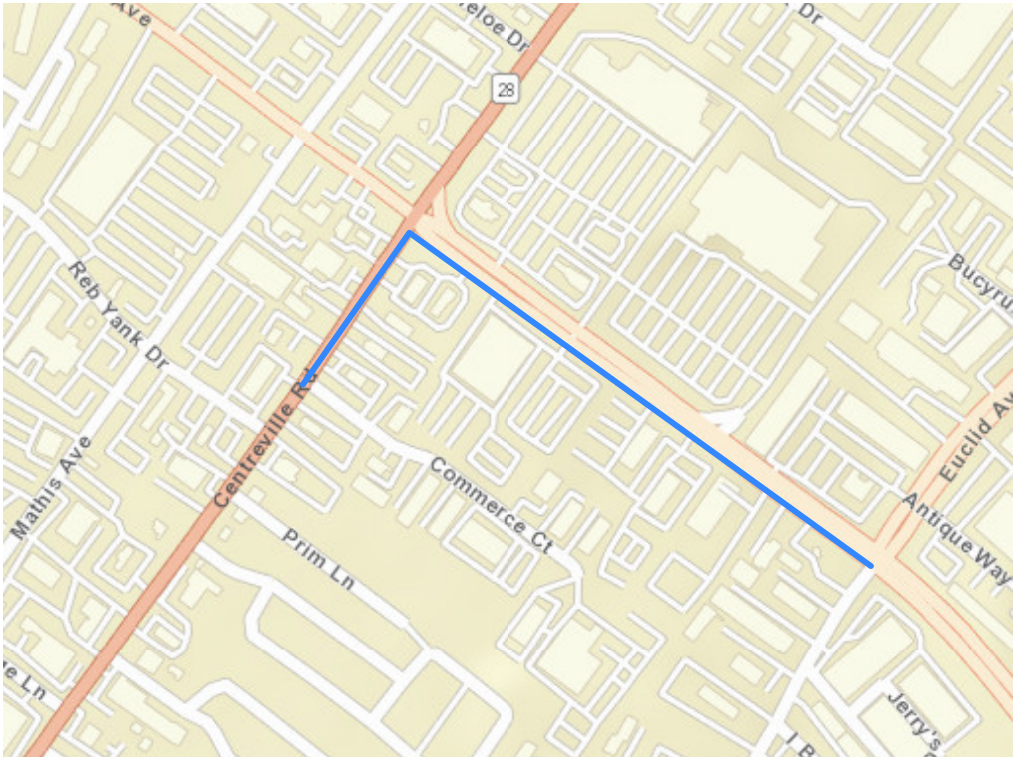
1.9: Project Description

Project Description: Liberia Avenue is planned to be widened to three through lanes in the eastbound direction between Route 28 (Centreville Road) and Euclid Avenue. This project will also include the widening of a portion of northbound Route 28 to extend the existing northbound left turn lane on Liberia Avenue. These improvements are in accordance with the City of Manassas Transportation Master Plan (TMP). In addition to these roadway improvements, sidewalk improvements are planned along the south side of Liberia Avenue and along the east side of Route 28, along with the necessary utility relocations to make way for the relocated sidewalk and additional travel lane.

1.10: Project Location Text

The project is located on eastbound Liberia Avenue from the Route 28 to Euclid Avenue as well as northbound route 28 at the intersection with Liberia.

1.11: Project Location Map



Leaflet | Tiles © Esri — Source: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

1.12: Local Priority

1

1.13: Does this project support Metro or VRE core capacity?

No

1.14: Project URL

2: PROJECT TIMEFRAMES

2.1: Timeframes by Phase

	START	END
Study	N/A	N/A
Design/Engineering/Environmental	FY2026	FY2026
ROW and Utilities	FY2027	FY2027
Construction	FY2028	FY2028
Asset Acquisition	N/A	N/A

2.2: Potential Delay Risk Factors

1. Utility relocation 2. ROW acquisition/Access Management

2.3: For Design-Build project, estimated date for funding verification

3: COST AND FUNDING

3.1: Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$1,607,541.00	\$0.00	\$0.00	\$0.00	\$1,607,541.00
FY2027	\$0.00	\$0.00	\$1,901,157.00	\$0.00	\$0.00	\$1,901,157.00
FY2028	\$0.00	\$0.00	\$0.00	\$5,342,941.00	\$0.00	\$5,342,941.00
Totals	\$0.00	\$1,607,541.00	\$1,901,157.00	\$5,342,941.00	\$0.00	\$8,851,639.00

3.2: NVTa Funding Request by Phase and Fiscal Year of Expenditure

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2026	\$0.00	\$1,607,541.00	\$0.00	\$0.00	\$0.00	\$1,607,541.00
FY2027	\$0.00	\$0.00	\$1,901,157.00	\$0.00	\$0.00	\$1,901,157.00
FY2028	\$0.00	\$0.00	\$0.00	\$5,342,941.00	\$0.00	\$5,342,941.00
Totals	\$0.00	\$1,607,541.00	\$1,901,157.00	\$5,342,941.00	\$0.00	\$8,851,639.00

3.3: Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	\$0	\$1,607,541	\$1,901,157	\$5,342,941	\$0	\$8,851,639
NVTa Funds Applied	\$0	\$1,607,541	\$1,901,157	\$5,342,941	\$0	\$8,851,639
Total Other	\$0	\$0	\$0	\$0	\$0	\$0
Gap	\$0	\$0	\$0	\$0	\$0	\$0

3.4: Other Sources Applied for But Not Yet Secured

none

3.5: Other Sources under consideration for applying for any gap remaining

none

4: PROJECT IMPACTS

4.1: Which facilities will experience capacity increases and/or how will this result in improved traffic flow/transit services?

Per the Transportation Master Plan (TMP), with the proposed improvements at the intersection of Route 28 and Liberia Avenue, the Level of Service will improve from F to D in the AM peak in existing conditions and Level of Service will improve from E to D in the PM peak in 2040.

4.2: What congestion problem does the project address and how will it reduce congestion?

Per the Transportation Master Plan (TMP), the Route 28/Liberia intersection fails in 2020 and 2040 with an AM/PM LOS of F/E and D/E, respectively. The proposed improvements will improve congestion by improving the Level of Service (see 4.1)

4.3: Provide current and forecasted traffic/ridership data with and without the project.

		COUNT	YEAR	SOURCE/EXPLANATION
Data For: Existing facility	Current		2020	TMP - see attachment
Data Type: Level of Service	Future Without Project		2040	TMP - see attachment
Data Frequency: AM Peak	Future With Project		2040	TMP - see attachment

		COUNT	YEAR	SOURCE/EXPLANATION
Data For: Existing facility	Current		2020	TMP - see attachment
Data Type: Level of Service	Future Without Project		2040	TMP - see attachment
Data Frequency: PM Peak	Future With Project		2040	TMP - see attachment

4.4: How will the project improve regional connectivity between/within regional activity centers and jurisdictions?

By improving congestion (see 4.1), this project will improve connectivity between the City of Manassas, the City of Manassas Park, Prince William and Fairfax Counties.

4.5: How will the project improve integration between modes & systems?

In addition to improving vehicular connectivity, this project includes the improvements of the pedestrian environment with the addition of the following improvements: crosswalks, new sidewalk infill, and upgraded wider sidewalk with 3' buffer. An 8' concrete trail is already existing in the corridor on the north side of Liberia between Route 28 and Prince William Parkway.

4.6: Is safety the primary purpose of this project?

No

4.7: How will the project improve safety?

N/A

4.8: What synergies exist between this project and other projects your jurisdiction/agency is applying for this SYP update cycle?

This is the only project the City of Manassas is applying for during this SYP update cycle.

4.9: What synergies exist between this project and other projects other jurisdictions/agencies is applying for this SYP update cycle?

Prince William County is applying for Old Centreville Road Widening Project from Fairfax County Line to Route 28 / 261 which will expand capacity along the 28 Corridor.

4.10: What synergies exist between this project and other projects previously approved for NVTA regional revenues?

The Nokesville widening project which is currently under construction was previously funded with NVTA regional revenues. This project is improving conditions of the Route 28 corridor on the west end of the City whereas this project is improving conditions of the Route 28 corridor on the east end of the city. Route 28 is a north-south thoroughfare of regional significance and spans more than 30 miles throughout northern Virginia from Prince William County to Loudoun County directly through the City of Manassas. Traffic and congestion along Route 28 is a regional issue that impacts the daily lives of Manassas residents as well as more than 50,000 daily commuters that use the City's portion of Route 28.

4.11: If this project includes traffic signal enhancements, please explain what signal timing philosophy will be used, and how this will be coordinated with neighboring signals (including in adjacent jurisdictions).

This project does not include signal optimization as this effort was done citywide in 2019 per recommendation of the STARS study.

4.12: If this project includes transit signal priority, please explain how signal timing changes will be coordinated with the jurisdiction/agency responsible for signal timing.

n/a

4.13: Please explain how this project and its expected transportation impacts align with NVTa's Core Values of equity, safety, and sustainability. Please provide supporting data/analysis. Upload the document below.

5: OTHER INFORMATION

5.1: Is this project included in the current CLRP?

Yes

5.2: Title of the project in CLRP

Widen Liberia Avenue to six lanes from Prince William Parkway to Centreville Road (Route 28)

5.3: CLRP ID

2876

5.4: Project VDOT UPC Number, if existing

n/a

5.5: Project DRPT Number, if existing

n/a

5.6: Is this project included in the current TIP?

No

5.7: Title of the project in TIP?

5.8: TIP ID

5.9: List internet links to any additional information in support of this project

6: ATTACHMENTS

Attachments

File Name: Manassas 2040 Comprehensive Plan - Key Transportation Projects - #4.pdf

Attachment Type: Comprehensive plan

Date Added: 09/30/2021

<https://novagateway.org/Home/GetFile/551?attachmentType=Attachments>

File Name: CLRP.pdf

Attachment Type: CLRP

Date Added: 09/30/2021

<https://novagateway.org/Home/GetFile/552?attachmentType=Attachments>

File Name: Transportation Master Plan.pdf

Attachment Type: Other

Date Added: 09/30/2021

<https://novagateway.org/Home/GetFile/554?attachmentType=Attachments>

File Name: Liberia Ave_Concept Plan_Alternative 2.pdf

Attachment Type: Site development plan

Date Added: 09/30/2021

<https://novagateway.org/Home/GetFile/555?attachmentType=Attachments>

File Name: Liberia Ave_OPC_Alternative 2.pdf

Attachment Type: Detailed cost estimates

Date Added: 09/30/2021

<https://novagateway.org/Home/GetFile/556?attachmentType=Attachments>

7: CERTIFICATIONS

7.1: Submitter Agreed to all Terms if project is approved for funding:

- ✓ Commit all necessary operations/maintenance funds
- ✓ Adhere closely to approved SPA Appendix A and B, or provide timely updates on a regular basis and as needed in the event of schedule changes, scope changes, etc.
- ✓ Provide a monthly status report on project progress to NVTA staff
- ✓ Provide NVTA staff with timely notice of project-related public events such as information meetings and hearings, allowing NVTA members and staff to attend, track, occasionally participate in, and publicize such events. Timely notice means providing schedule and location information to NVTA staff when such events are in the early planning stage;
- ✓ Include NVTA logo and a partnership statement as appropriate on all public-facing materials such as websites, media releases/advisories, presentations, reports, handouts, display boards, and construction signage. An example of the partnership statement is 'project is (jointly) funded by the Northern Virginia Transportation Authority'. If the public-facing materials include detailed information regarding funding sources and amounts, the NVTA funding amount shall be explicitly included
- ✓ Provide NVTA with appropriate insurance certification and keep the certificates up to date
- ✓ Coordinate with NVTA staff to ensure accurate and complete reimbursement requests for timely processing
- ✓ Coordinate with NVTA staff before finalizing any third party administration agreement with another agency for project administration (NVTA may not recognize or be able to participate in such agreements);
- ✓ Adhere to all relevant NVTA Policies.

7.2: Staff Point of Contact

Name: Chloe Delhomme
Title: Senior Planner
Email: cdelhomme@manassasva.gov
Phone: 703-257-8232

7.3: PIO Point of Contact

Name: Patty Prince
Title: Communications Manager
Email: pprince@manassasva.gov
Phone: 703-257-8456

7.4: Digital Signature

Chloe Delhomme

7.5: Date

10/01/2021

RESOLUTIONS

Primary - Certified Copy of your Board/Council resolution in support of the application

File Name: R-2022-20.pdf

<https://novagateway.org/Home/GetFile/331?attachmentType=PrimaryResolutions>

Supporting - Signed copy of Board/Council resolution in support of the application

File Name: Resolution - PWC.pdf

Date Added: 11/23/2021

<https://novagateway.org/Home/GetFile/92?attachmentType=SupportingResolutions>

Clarification Requests

Request Details

Date requested: 3/14/2022 10:49:51 AM

Accepted

Request Notes

Chloe, As you pointed out, if the project background description should not be included in the project description form, we need to remove it from the project description section. I am placing that material here so that we still have it documented as part of the application. Thanks. Sree Project Background: After an unsuccessful FY2017 Smart Scale application for the widening of Liberia Avenue between Prince William Parkway and Route 28, a STARS study was completed to identify affordable improvement options along this corridor. As a result of the study the City completed a signal optimization project to coordinate the signals citywide (incl. Liberia and Route 28). Other recommendations such as improvements at the Route 28/Liberia intersection were recently completed as part of a CIP project. The Liberia corridor was then reevaluated in 2019 as part of the City's first Transportation Master Plan. This project is contingent upon the Godwin Extension/Bypass project. If the bypass is completed, the City's traffic model only recommends the widening to 3 lanes on eastbound Liberia from Route 28 to Euclid Ave and therefore was included as such in the City's Comprehensive Plan. Liberia is already 6 lanes from Richmond Dr. to Prince William Parkway.

Response notes

Request Details

Date requested: 3/14/2022 10:49:51 AM

Active Request Pending

Request Notes

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Response notes

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

RECIPIENT ENTITY

By: 
Name: Steven M. Burke
Title: City Manager
Date: 08/01/2025

Appendix E -Authorization of designee(s)

Attach this page to the recipient governing body's authorization for their respective designee(s) to execute the Standard Project Agreement and Tax Covenant (if applicable) on their behalf(s) as evinced by entity's clerk's minutes.

Submission of the original signed or certified copy of the governing body's authorization is required

MOTION: WOLFE

**November 8, 2021
Regular Meeting
Res. No. R-2022-20**

SECOND: OSINA

**RE: APPLICATION FOR NORTHERN VIRGINIA TRANSPORTATION AUTHORITY'S
FISCAL YEAR 2022-2027 SIX-YEAR PROGRAM UPDATE.**

WHEREAS, on April 3, 2013, the Virginia General Assembly and Governor approved House Bill (HB2313) establishing a dedicated, sustainable funding stream for transportation in Northern Virginia through the Northern Virginia Transportation Authority ("NVTa"); and

WHEREAS, HB2313 separated these funds into "70% Regional Revenue," which is allocated through a competitive application process by NVTa for regional transportation projects; and "30% Local Distribution Revenue," which is distributed to jurisdictions for local and eligible transportation objectives; and

WHEREAS, NVTa's Six-Year Program ("SYP") is used for the prioritization and allocation of 70% Regional Revenue and is informed by the long-range multi-modal transportation plan TransAction; and

WHEREAS, the Call for Regional Transportation Projects was authorized on July 10, 2021; and the application period was open from July 1, 2021, to October 1, 2021; and

WHEREAS, the City of Manassas submitted one application for an allocation of funds of up to \$8,851,639 through the NVTa FY2022-2027 SYP update; and

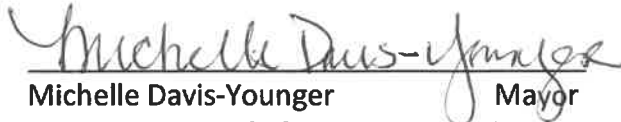
WHEREAS, these funds are requested to fund the Liberia Avenue Third Lane Eastbound project from Route 28 to Euclid Avenue which will widen Liberia Avenue to three lanes, improve the intersection with Route 28 and construct sidewalk improvements; and

WHEREAS, this project is a subset of the Liberia Avenue Widening: Prince William Parkway to Route 28 project which is included in TransAction (ID 277); and

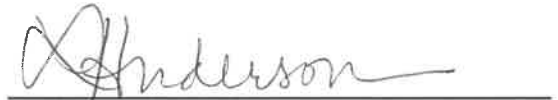
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Manassas hereby approves supports this application for an allocation of funds of up to \$8,851,639 through the Northern Virginia Transportation Authority Fiscal Year 2022-2027 Six-Year Program update;

November 8, 2021
Regular Meeting
Res. No. R-2022-20
Page Two

BE IT FURTHER RESOLVED that the Manassas City Council hereby grants authority for the City Manager to execute project administration agreements for any approved projects.


Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:


Lee Ann Henderson City Clerk

Votes:

Ayes: Ellis, Greene, Osina, Sebesky, Smith, Wolfe

Nays: None

Absent from Vote: None

Absent from Meeting: None