



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

Thursday, January 12, 2017  
7:00pm  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

**AGENDA**

**Public Comment**

**[7:00pm]**

**Annual Organizational Meeting**

- I. **Call to Order** Chairman Nohe
- II. **Roll Call** Ms. Speer, Clerk
- III. **Minutes of the December 8, 2016 Meeting**  
*Recommended action: Approval [with abstentions from those who were not present]*

**Presentations**

- IV. **2016 Annual Report** Ms. Backmon, Executive Director
- V. **TransAction Update: Public Engagement Summary**  
Mr. Keith Jasper, Principal Planner

**Consent Agenda**

- VI. **Standard Project Agreement for Fairfax County–Regional Funding 059-10751 (Route 7 Widening: Colvin Forest Drive to Jarrett Valley Drive)**  
*Recommended action: Approval of Project Agreement*
- VII. **Standard Project Agreement for Fairfax County –Regional Funding 059-50771 (Route 286 Fairfax County Parkway Widening: Route 123 to Route 29)**  
*Recommended action: Approval of Project Agreement*
- VIII. **Standard Project Agreement for Fairfax County –Regional Funding 059-30761 (Route 28 Widening: Prince William County Line to Route 29)**  
*Recommended action: Approval of Project Agreement*
- IX. **IRS Section 125 Premium Only Plan**  
*Recommended action: Approval of Plan*

- X. **Investment Safekeeping and Custody Service Agreement**  
*Recommended action: Approval of Agreement*
- XI. **FY2018 Regional Revenue Fund Budget**  
*Recommended action: Adoption of Budget*
- XII. **FY2018 Local Distribution Fund Budget**  
*Recommended action: Adoption of Budget*

**Action**

- XIII. **Appointment of Town Representative for Calendar Year 2017**  
Chairman Nohe  
*Recommended Action: Approval of Town Representative for CY2017*
- XIV. **Standard Project Agreement for WMATA–Regional Funding 996-80821  
(Blue Line Traction Power Upgrades)** Mr. Longhi, CFO  
*Recommended action: Approval of Project Agreement*
- XV. **Adoption of FY2018 Operating Budget**  
Mayor Parrish, Chair, Finance Committee  
*Recommended Action: Approval of FY2018 Operating Budget*
- XVI. **Amendment of Policy 18 – Electronic Participation in Meetings**  
Ms. Hynes, Chair, Governance and Personnel Committee  
*Recommended Action: Amendment of Policy 18*
- XVII. **Adoption of Policy 19 – Political Activity by Staff Members**  
Ms. Hynes, Chair, Governance and Personnel Committee  
*Recommended Action: Adoption of Policy 19*
- XVIII. **Adoption of Policy 20 – Responses to Information Requests from Candidates  
for Political Office** Ms. Hynes, Chair, Governance and Personnel Committee  
*Recommended Action: Adoption of Policy 20*
- XIX. **Appointment/Reappointment of Two Finance Committee Members for Two  
Year Terms** Chairman Nohe
- XX. **Appointment/Reappointment of Two Governance and Personnel Committee  
Members for Two Year Terms** Chairman Nohe
- XXI. **Appointment/Reappointment of Two Planning and Programming Committee  
Members for Two Year Terms** Chairman Nohe

- XXII. Approval of Executive Director Annual Performance Evaluation**  
Ms. Hynes, Chair, Governance and Personnel Committee  
*Recommended Action: Approval of Annual Performance Evaluation*

**Discussion/Information**

- XXIII. Governance and Personnel Committee Report** Ms. Hynes, Chair  
• 2017 Legislative Update
- XXIV. Finance Committee Report** Mayor Parrish, Chair
- XXV. Monthly Revenue Report** Mr. Longhi, CFO
- XXVI. Operating Budget Report** Mr. Longhi, CFO
- XXVII. Executive Director’s Report** Ms. Backmon, Executive Director
- XXVIII. Chairman’s Comments**

**Closed Session**

- XXIX. Adjournment**

**Next Meeting: February 9, 2017**

Northern Virginia Transportation Authority  
3040 Williams Drive (Suite 200)  
Fairfax, VA 22031  
[www.TheNovaAuthority.org](http://www.TheNovaAuthority.org)



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**Thursday, December 8, 2016**  
**6:00pm**  
**3040 Williams Drive, Suite 200**  
**Fairfax, VA 22031**

**MEETING MINUTES**

- I. Call to Order** Chairman Nohe
- Chairman Nohe called the meeting to order at 6:19pm.
- II. Roll Call** Ms. Speer, Clerk
- Voting Members: Chairman Nohe; Chairman Bulova; Chair Randall (arrived 6:52pm); Mayor Silberberg; Board Member Fisette; Mayor Parrish; Mayor Stombres; Council Member Duncan; Council Member Rishell; Delegate Minchew; Senator Black; Ms. Hynes; Mr. Kolb.
  - Non-Voting Members: Mayor Foreman; Ms. Cuervo; Ms. Mitchell.
  - Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Keith Jasper (Principal, Transportation Planning and Programming); Sree Nampoothiri (Transportation Planner); Carl Hampton (Investment & Debt Manager); Peggy Teal (Assistant Finance Officer); Camela Speer (Clerk); Tracy Baynard (McGuireWoods); various jurisdictional staff.
  - Chairman Nohe recognized former Authority member Senator Ebbin and thanked him for his service. Senator Ebbin thanked the Authority and expressed his appreciation for serving with the Authority and the work accomplished.
- III. Minutes of the November 10, 2016 Meeting**
- Mayor Parrish moved approval of the November 10, 2016 minutes; seconded by Chairman Bulova. Motion carried with ten (10) yeas and two (2) abstentions [with Council Member Duncan and Delegate Minchew abstaining as they were not at the November 10, 2016 meeting].

**Consent Agenda**

- IV. Approval of Standard Project Agreement for Virginia Railway Express–Regional Funding 997-30831 (Manassas Park Station Parking Expansion)**
- V. Approval of Standard Project Agreement for City of Alexandria–Regional Funding 510-80811 (Potomac Yard Metrorail Station)**

**VII. Approval of NVTA Comments on the Atlantic Gateway Project**

- Chairman Nohe removed item VI from the consent agenda.
- Senator Black moved approval of the consent agenda to include the specific motions in items IV, V and VII; seconded by Ms. Hynes. Motion carried unanimously.

**VI. Approval of Standard Project Agreement for Town of Leesburg –Regional Funding 402-10801 (Route 7 East Market Street/Battlefield Parkway Interchange)**

- Chairman Nohe explained that the project description form approved as part of the Standard Project Agreement (SPA) noted the removal of the last two traffic signals on Route 7 within the Town of Leesburg. He added that there have been discussions that the road may be designed in such a manner as to keep one of the traffic signals. He stated this might reduce the project’s effectiveness and would be inconsistent with the project as it was approved by the Authority. Chairman Nohe stated that the Mayor and Town Council of Leesburg submitted a letter to the Authority confirming their commitment to remove both traffic signals.
- Chairman Nohe submitted the Leesburg letter as part of the record for adoption of the SPA for the Town of Leesburg.
- Delegate Minchew moved approval of Standard Project Agreement 402-10801 (Route 7 East Market Street/Battlefield Parkway Interchange), with the inclusion of the letter from the Town of Leesburg; seconded by Senator Black. Motion carried unanimously.

**Action**

- Chairman Nohe requested the Authority take up items IX and X prior to item VII.

**IX. Approval of the TransAction Update Contract Amendment 1**

Mayor Parrish, Chair, Finance Committee

- Mayor Parrish stated that the TransAction Update contract amendment incorporates the HB 599 evaluation process into the TransAction Update process. He noted that projects considered for NVTA funding must be in TransAction and undergo the HB 599 evaluation. Mayor Parrish added that HB 599 is currently conducted by the Virginia Department of Transportation (VDOT), in coordination with the Virginia Department of Rail and Public Transit (DRPT) and the NVTA, and rate at least 25 projects for congestion

reduction and emergency evacuation. He noted that the cost of this contract amendment is just under \$500,000.

- Mayor Parrish moved approval of the TransAction Update Contract – Amendment 1 (RFP2015-01); seconded by Chairman Bulova. Motion carried unanimously.

**X. Approval of Acceptance of Funds from the Commonwealth of Virginia to Incorporate the HB 599 Evaluation into the TransAction Update**

Mayor Parrish, Chair, Finance Committee

- Mayor Parrish stated that the TransAction Update contract amendment will cost approximately \$485,000, with a limit of \$600,000, based on the contract agreement with the Commonwealth.
- Mayor Parrish moved approval of the acceptance of up to \$600,000 from the Commonwealth of Virginia for the purpose of incorporating the HB 599 project evaluation process into the current TransAction Update; seconded by Mayor-Elect Rishell. Motion carried unanimously.

**VIII. Approval of Performance Measures for TransAction Update**

Chairman Nohe, Chair, Planning and Programming Committee

- Ms. Backmon stated that the next step in the TransAction Update process is the approval of the performance measures that will be used to evaluate projects. She noted that the proposed measures have been vetted by the NVTAs Technical Advisory Committee (TAC), Planning Coordination Advisory Committee (PCAC) and Planning and Programming Committee (PPC). She added that there have been various public engagement opportunities to receive input from the public on performance measures.
- Mr. Jasper, TransAction Update project manager, stated there are fifteen performance measures for Authority consideration and approval. He noted that the measures support the TransAction objectives, which in turn support the TransAction goals and vision approved by the Authority in December 2015. Mr. Jasper noted that the public input received also supports the proposed performance measures. He added that the public expressed a high priority in reducing delays during commuting hours and increasing travel time reliability throughout the day.
- Mr. Jasper stated that the PPC had reviewed the other committee recommendations, noting that the committees were in agreement on a majority of the measures. He added that for the measures for which there was a lack of agreement by the committees, NVTAs staff presented recommendations with justifications to the PPC. The PPC recommended the proposed performance measures, with one small modification.

- Board Member Fisetette moved approval of the performance measures for the TransAction Update; seconded by Chairman Bulova. Motion carried unanimously.

**IX. Adoption of the 2017 Legislative Program**

Ms. Hynes, Chair, Governance and Personnel Committee

- Ms. Hynes noted that the draft 2017 Legislative Program was presented and discussed at the November Authority meeting. She added that adjustments were made based on the recommendations received at that meeting.
- Ms. Backmon stated that in response to Senator Black’s question regarding the 2016 proffer bill (HB770/SB549), a sentence was added to strengthen the proffer position.
- Ms. Baynard stated that the Land Use Planning position was updated to add language regarding the ability of the landowner/developer to be a partner in advancing transportation projects. She noted that the sentence added was, “Member jurisdictions and their landowner partners should have sufficient flexibility to explore all options to provide critical transportation facilities.”
- Ms. Hynes moved adoption of the NVTA 2017 Legislative Program; seconded by Chairman Bulova. Motion carried with ten (10) yeas and two (2) abstentions [with Delegate Minchew and Senator Black abstaining and with notation that Delegate Hugo not present].

**X. Approval of Project Endorsements for the FASTLANE Grants**

Ms. Backmon, Executive Director

- Ms. Backmon stated that Fairfax and Prince William Counties requested NVTA endorsement of projects for their FASTLANE grant applications. She noted that the US Department of Transportation opened the first round of FASTLANE grants earlier in 2016 and this is the second round. This round will provide up to \$850 million in FASTLANE grant opportunities. Ms. Backmon added that the FASTLANE program was established under the Fixing America’s Surface Transportation (FAST) Act and the program was authorized at \$4.5 billion for FY2016-2020, including \$850 million in FY2017 to be awarded by the US Secretary of Transportation. Ms. Backmon stated that NVTA staff worked with member jurisdictions and agencies in receiving requests for letters of support endorsing submissions for the FASTLANE grants. She added that the Authority previously endorsed project applications for Northern Virginia projects for FASTLANE grants in the inaugural solicitation.
- Chairman Bulova stated that Fairfax County requested NVTA support for the Route 28 widening project and Prince William County requested NVTA support for the Route 15 improvement with railroad overpass project.

- Board Member Fisette moved endorsement of Fairfax and Prince William Counties' project applications to the US Department of Transportation's FASTLANE Grants; seconded by Mayor Parrish. Motion carried with eleven (11) yeas and one (1) abstention [with Mr. Kolb abstaining].

**XI. Appointment of Chairman and Vice-Chairman for Calendar Year 2017**  
Nominating Committee

- Mayor Parrish moved approval of Marty Nohe and Phyllis Randall as NVTA Chairman and Vice-Chairman for the 2017 calendar year; seconded by Chairman Bulova. Motion carried with eleven (11) yeas and one (1) abstention [with Chairman Nohe abstaining].

**Discussion/Information**

**XII. Finance Committee Report** Mayor Parrish, Chair

- Mayor Parrish stated that the Finance Committee was very hardworking and thanked them for their preparation. He noted that the Committee will be meeting next on December 15, 2016, adding that the January meeting might be rescheduled. Mayor Parrish also expressed appreciation to the NVTA staff for their hard work.
- Mr. Longhi briefed the Authority on the Finance Committee Report, highlighting the Committee's activities and recommendations.
  - ✓ Reviewed and recommended the TransAction Update Contract Change Order.
  - ✓ Reviewed and recommended the Receipt of Funding - TransAction Contract Change Order.
  - ✓ Engaged in FY2018 budget guidance and will receive another report at this month's meeting.
  - ✓ Acquisition of Investment Safekeeping and Custody Services.
    - NVTA staff, with assistance from Fairfax and Loudoun County investment professionals, participated on the Request For Proposals (RFP) evaluation team for the Investment Safekeeping and Custody Services. Investment staff from Arlington and Prince William Counties also assisted in the overall process, but did not sit on the selection panel.
    - Achieved cost reduction, based on original proposals received, of over \$100,000.
    - Interest earnings for FY2017 were originally budgeted at \$1.9 million. Based on the Authority's authorization to hire an Investment & Debt Manager through the FY2017 Budget, the investment earnings projection was increased to \$3.5 million. With the position filled and program implementation, that revenue estimate is now increased to \$4.5 million.



- It is anticipated that based on the Authority’s approval of the Investment Safekeeping and Custody Services, the estimates will be increased further for FY2018.
- An award recommendation for Authority approval is anticipated in January 2017.

**XIII. Planning and Programming Committee Report** Chairman Nohe, Chair

- Chairman Nohe reported that the PPC TransAction items were presented earlier in the meeting.

**XIV. Planning Coordination Advisory Committee Report** Mayor Foreman, Chairman

- Mayor Foreman thanked the Authority for allowing him to serve as Chairman of the Committee for the last two years. He reported that the PCAC has been part of the TransAction Update process.. Mayor Foreman added that the Committee has been actively engaged and thanked NVTa staff for the meeting preparation.

**XV. Technical Advisory Committee Report** Mr. Boice, Chairman

- No verbal report.

**XVI. Monthly Revenue Report** Mr. Longhi, CFO

- No verbal report.

**XVII. Operating Budget Report** Mr. Longhi, CFO

- No verbal report.

**XVIII. Executive Director’s Report** Ms. Backmon, Executive Director  
**A. Approval of Falls Church CMAQ/RSTP Reallocation Request**

- Ms. Backmon reported that the Commonwealth Transportation Board (CTB) will host a town hall meeting at the Northern Virginia District Office on Wednesday, December 14, 2016, to receive public comments for this round of the Smart Scale process. She added that there will be an Open House prior to the start of the town hall for Smart Scale, followed by a Public Hearing for the Atlantic Gateway project.

**XIX. Chairman’s Comments**

- Chairman Nohe thanked the Authority members for appointing him to serve as Chairman of the Authority for another year and for placing their trust in him.

He noted that he has been an elected official for fifteen years, stating that the work of the Authority over the last few years has been the best work he has been part of on any team in the public or private sector. He added that his service to the Authority will always be at the top of his resume, because the Authority truly proves that we have the ability to work as region, which is something most places in the country don't do well. The Authority has shown it not only can be done, but we have done it extremely well.

- Chairman Nohe noted that the Town Representative will need to be appointed by the Authority in January. He requested that the Town Mayors discuss whom they would like their 2017 representative to be and notify the Authority for official appointment.
- There was brief discussion on the annual process for the appointment of the PCAC Chairman, with Mayor Foreman offering to help coordinate the dissemination of information and consolidation of feedback.
- Following a brief discussion regarding committee appointments, Chairman Nohe directed NVRTA staff to prepare any necessary committee appointments for the January meeting.
- Chairman Nohe stated that at last month's meeting, the Authority directed Ms. Backmon to send a letter to Secretary Layne addressing questions regarding the I-66 Outside the Beltway Project. He noted that while there has been some discussion, a written response has not yet been received. He added that the Secretary had discussed this topic at the December CTB meeting, but further communication is needed. Chairman Nohe stated that the Authority had questioned whether the \$500 million in concession funds could be used to buy down the cost of tolls. The Commonwealth's response was that it cannot be used for this purpose due to the dynamic tolling process planned. He acknowledged that we knew this was the case, but since the public was asking this question, we wanted a formal answer. Chairman Nohe added that it is anticipated that further discussion about the I-66 Outside the Beltway Project will take place at the CTB's Northern Virginia meeting next week. Ms. Hynes affirmed.
- Chairman Nohe shared concerns regarding the I-66 Outside the Beltway Project.
  - ✓ When the CTB's FY2017 Six Year Program (SYP) was being considered, the Authority was asked by the Commonwealth to request the I-66 Outside the Beltway Project be evaluated under the HB 2, now Smart Scale, process. The Authority submitted the project for consideration for \$300 million in high-priority funds. As a region, we did not ask for any other mega-projects, because it was understood that this was the high priority project. As we know, funding for this project was approved.
  - ✓ \$150 million in Commonwealth funds was allocated to the Hampton Roads region for the light rail project in Virginia Beach. In Virginia Beach, the voters elected not to move forward with this project. Therefore, there is \$150 million from Virginia Beach that flows back to the Commonwealth to

be split between the high-priority funds and the construction district grant funds, as the money came from both of these sources. Ms. Hynes noted that the construction district grant funds are split among the regions, therefore, Northern Virginia's share of those funds is \$15.5 million that will go into Northern Virginia's construction district grant funds.

✓ Ms. Hynes added that the FY2017 funding total for the SYP was \$1.7 billion, divided 27% into the high-priority fund and 72% (Ms. Hynes noted these percentages are approximate) into the district grant program fund. Chairman Nohe stated that of the \$1.7 billion, \$523 million was allocated to projects in Northern Virginia as \$300 million in high-priority funds for the I-66 Outside the Beltway Project, \$183 million in district grant funds – money explicitly for Northern Virginia, as opposed to the \$300 million that could have gone to another region – and \$40 million of co-mingled district grant and high-priority funds. He noted this \$523 million, across the high-priority and district grant funds, totaled 31% of the \$1.7 billion. Chairman Nohe stated that now that the \$300 million of high-priority funds for the I-66 Outside the Beltway Project is no longer needed, the funds become available for the next SYP; and agreed this is how it should be. However, this \$300 million is no longer part of the FY2017 SYP, therefore reducing the total to \$1.4 billion with Northern Virginia's share being \$223 million, or 17% of the total FY2017 SYP funds. Chairman Nohe added that there is also another \$75 million of high-priority funds from Virginia Beach that also flow back into next year's high-priority funds. Chairman Nohe acknowledged that this fact cannot be changed now, and he does not believe the Authority was suggesting this in the letter requesting clarification. He added it is important to understand that nothing in state law requires a certain percentages of funding should be allocated to any region. The Smart Scale process, in theory, funds the projects that serve the Commonwealth the best.

✓ Chairman Nohe stated that his concern, and those of constituents, is that there are a lot of needs in Northern Virginia, acknowledging there are needs in other regions, but our needs are evidenced by the nearly 700 projects submitted for the TransAction update. He added that a lot of dollars flow out of Northern Virginia, relative to other parts of the state, into the Commonwealth's transportation funds. Chairman Nohe noted that the collective logic that the Authority had to accept with the passage of HB 2313, is that while Northern Virginia has more transportation revenues for regional Northern Virginia projects, we will never receive the amount equal to the funds Northern Virginia pays into the general fund. He added that the challenge is that most constituents in our region would not have their concerns soothed by knowing that Northern Virginia got 17% of last year's funds, but will get a reasonable amount the next year.

*(Chair Randall arrived.)*

- Chairman Nohe stated that the I-66 Outside the Beltway Project is a huge victory and a big deal for this region, adding that he personally thinks it is a great deal. However, even though this is a good deal, it does not mitigate the question that, for a generation or more, Northern Virginians have felt like we are not getting the funding we expect. Chairman Nohe stated that based on the percentage of funds coming to Northern Virginia from the high-priority and district grant funds from FY2017, these numbers seem to be consistent with Northern Virginians' feelings. While HB 2313 gives Northern Virginia its own transportation funds, very importantly, this should not work against us at the statewide level. Chairman Nohe stated that the HB 2313, HB 2 and more PPTA's have changed the landscape, but the intersection of these changes has created outcomes which on balance might be good, but are generating concerns and questions among our constituents.
- Chairman Nohe stated that he has heard comments questioning Northern Virginia's concerns, because a \$2 billion highway is going to be built and we don't have to pay for it. He acknowledged that this is true, but largely disproportionately speaking, the people who will pay for it are Northern Virginia residents who use this roadway for the next 50 years. He noted that everyone has the choice to stay in the general purpose lanes, but if that happens, the roadway will never get paid for. He concluded that the project concessionaire is presuming that Northern Virginians will use the toll lanes.
- Chairman Nohe stated that while we cannot change anything this year, we need to have this discussion so that the next time there is a discussion that involves a giant PPTA that is entirely paid for by the PPTA, there is a conversation about what happens to the high-priority funds. He also suggested that when the new federal funds for transportation infrastructure are approved for Virginia, there will be questions about how this changes the existing funding formulas. He stated that we need to use the I-66 Outside the Beltway Project to begin the conversation about how we discuss these issues better the next time.
- Chairman Nohe concluded that these conversations with the Commonwealth have begun. Some issues have been clarified and we anticipate receiving a letter in response to the questions raised by the Authority.
- Delegate Minchew commended Chairman Nohe for his thoroughness and his diplomacy. He expressed concern that Northern Virginia is not getting our fair share in this process, based on our percentage of population and the letter and spirit of HB 2313. He stated that the bottom line is that we are getting 17% when we are the economic engine of the Commonwealth and have the largest population.
- Senator Black stated there is notion that the taxpayers are not paying for this project, since it is being paid by toll revenues. He added that some estimates show that use of the lanes during the peak toll period can run about \$23,000 per year, therefore, this is not free. He concluded that he agreed with Chairman Nohe's statements.
- Ms. Hynes stated that we need to recognize that the I-66 Outside the Beltway deal, and likely the I-395 deal, are about providing the public with choices. She noted these choices include using the general purpose lanes or paying tolls,

adding that both deals have significant transit support funding that will come to our region that we would not have received any other way. Ms. Hynes stated there is \$20 million for transit in the I-66 Outside the Beltway plan, additional transit funding in the I-66 Inside the Beltway plan and approximately \$15 million in the I-95 plan. This will put more transit in service and give people more options. She noted that there are toll roads that do not offer unpaid options, like the Chesapeake Bay Bridge, and they do not offer the public a choice. Ms. Hynes concluded that the only way transportation in this region works is if we layer options and let constituents make the choice that is smartest for them. She added that a statistic from the CTB is that on the I-95/I-495 Express Lanes the average user is using it five times a month or fewer. Therefore, most are not using it every day, but are using it when it makes sense for them and the rest of the time they are using the general purpose lanes. Ms. Hynes noted that these processes are very new and we are working hard, collectively, to make the smartest investments in a world where resources are limited. She suggested we need to recognize that we are crafting a new system that acknowledges we do not have enough money to do everything on everybody's list, and that together, working with the State, the Authority, Hampton Roads, etc., we are going to get to a place where this works. She acknowledged that Chairman Nohe was correct to state that the I-66 Outside the Beltway funding was an unexpected outcome and we don't know how to deal with this. There are elements in the law that require returning unneeded monies to the funds they came from. She suggested there are other ways we can work together and expressed hope that we can find a resolution that works for all.

- Mayor Stombres expressed support for Chairman Nohe's statements. He concluded that we did not anticipate this situation, and if it happens again in the future, the process should be applied fairly to everyone. Ms. Hynes suggested that this will elucidate what the CTB's policy should be, adding that we are having the right kind of policy conversation about this impact.
- Chairman Nohe thanked the members for this conversation and added that Ms. Hynes, as the Authority's CTB member, will continue to be part of this conversation with the CTB.

## **XX. Adjournment**

- Meeting adjourned at 7:19pm.



**NVTA's  
TransAction**  
*Transportation Action Plan  
for Northern Virginia*

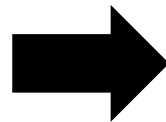
## **TransAction Update: Public Engagement Summary**

**January 12, 2017**

# Why we Engaged

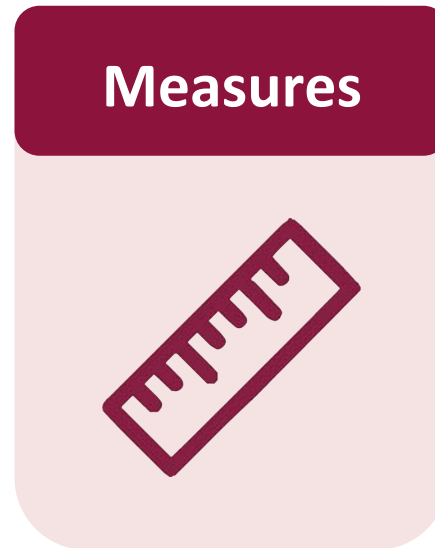
**Spring 2016**

Gaining Awareness



**Fall 2016**

Obtaining Technical Feedback

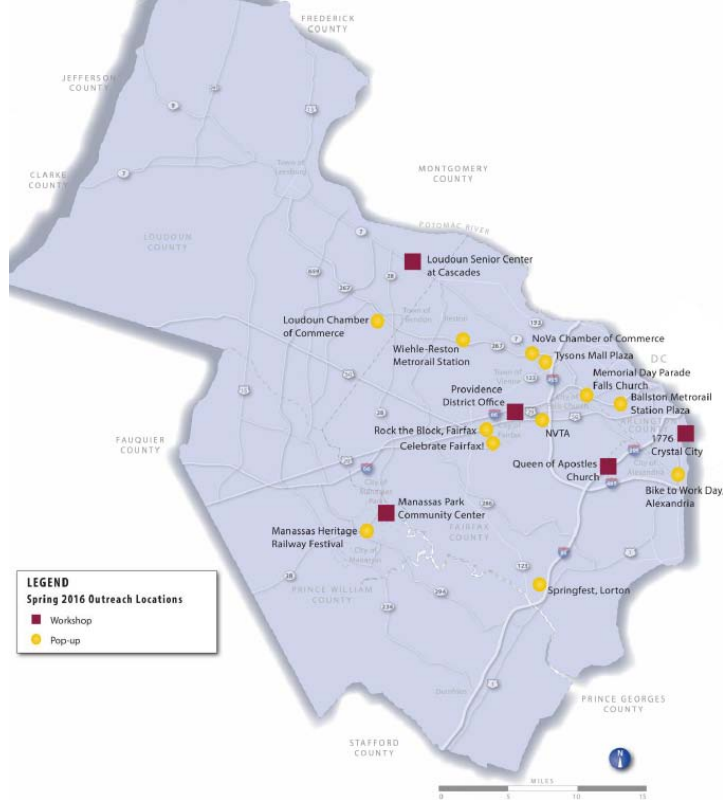


**Public Perceptions**

# Who We Engaged With

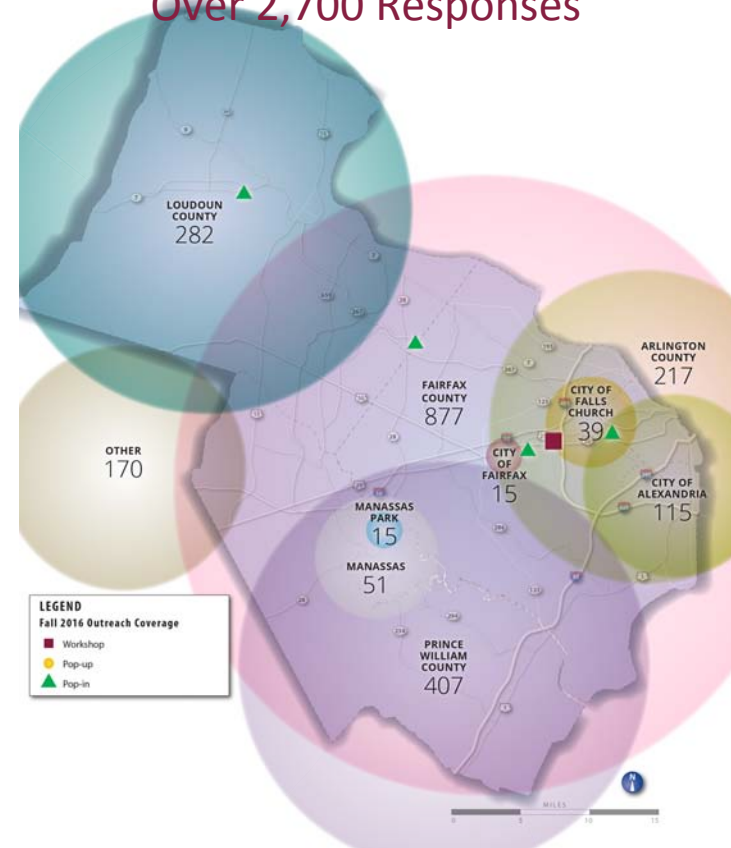
## Spring 2016

What's your transportation problem?  
Over 1,400 Responses



## Fall 2016

How should congestion be reduced?  
Over 2,700 Responses





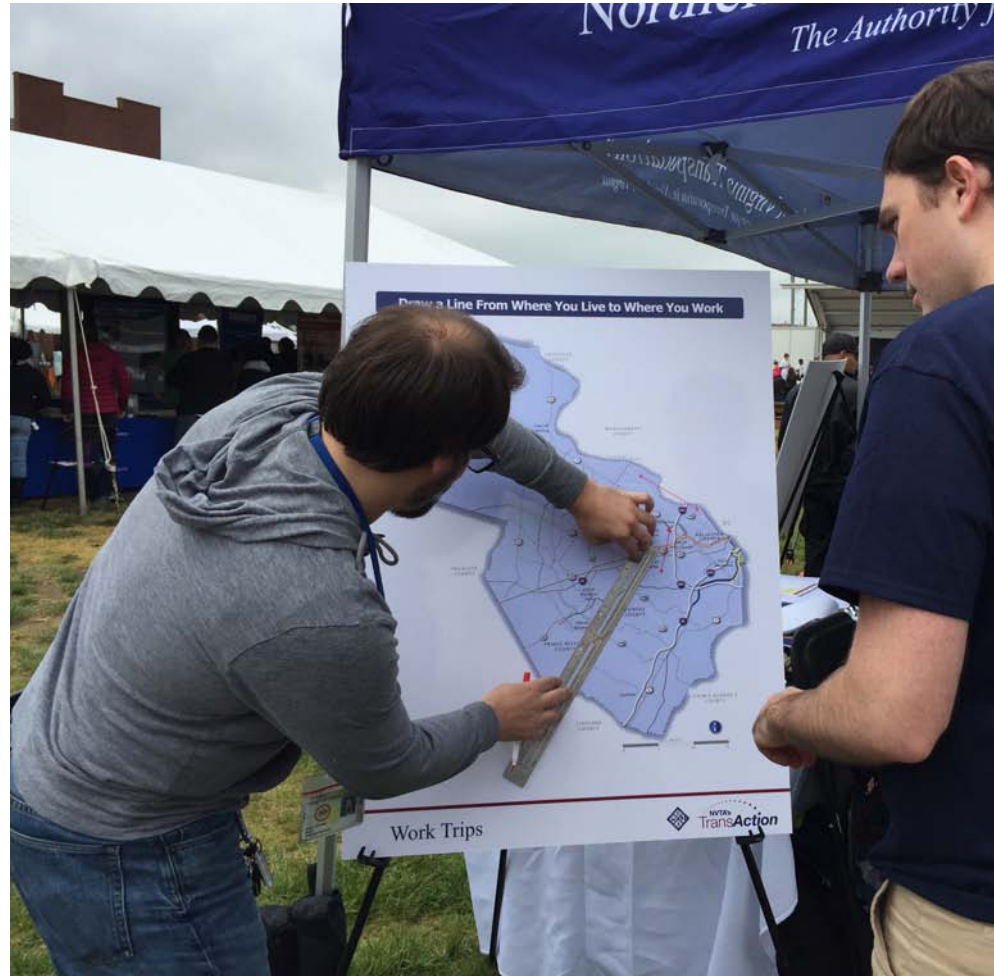
# Observations about NOVA Travel

*“Transportation is really the number one dissatisfier among people living in Northern Virginia. Roads are overcrowded. Metro isn't reliable. We top surveys of long commutes and aggressive drivers.”* Anonymous from online survey

*“I would go way out of my way just to keep moving.”* Outside the Beltway Resident

*“My mindset is **there is going to be traffic and I'm happy when there's not.**”* Loudoun County resident who commutes to FFX County

*“You think, is this worth it to go into DC? To drive you have to park, it's an issue. You take Metro, is it going to be too late getting back? If you Uber? You literally have to go through all these different scenarios to figure out, 'okay is this worth it?'”* Alexandria Resident



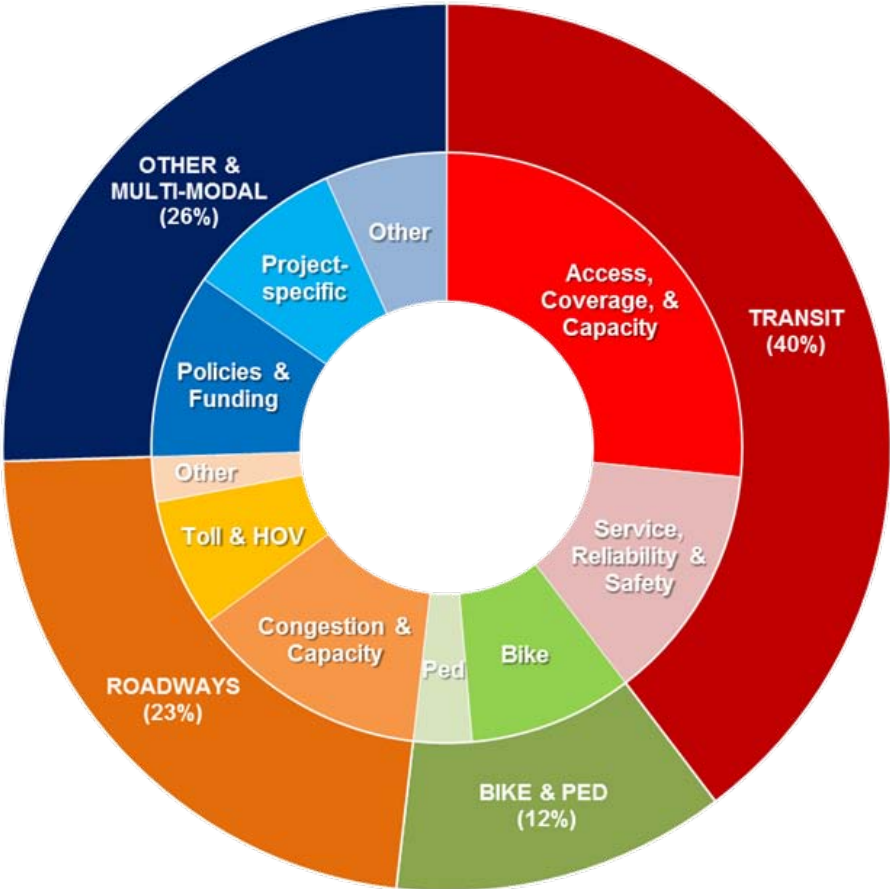
# Spring 2016: Awareness



# Needs

## PRIORITY NEEDS

- Improve transit access
- Improve transit coverage
- Increase vehicular capacity
- Improve transit reliability
- Improve regional bike network
- Increase number of river crossings

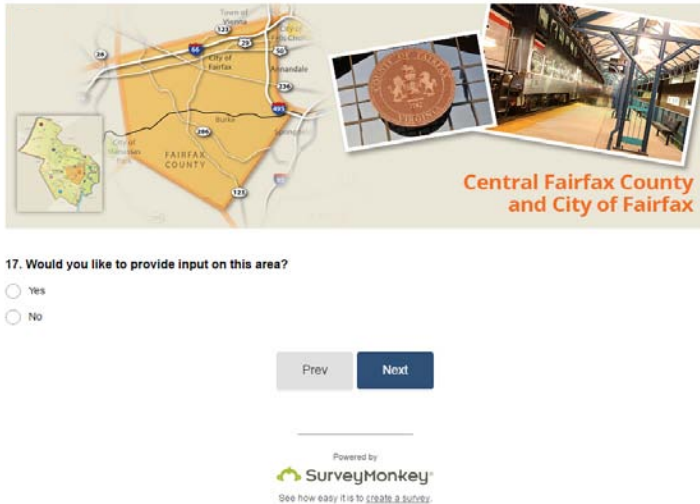


# Fall 2016: Technical Feedback

Online ·

> On the ground

### Online Survey



### Pop-Ins



### Workshops & Focus Groups



# Measures

*“Everything is dictated by the time of day, because there’s always traffic, how far it is, whether or not I’ll do it, it just predicates every thought that I have.”*

Inside the Beltway Resident

*“I changed my hours and took a little less sleep at night to improve my commute.”*


Loudoun County Resident

*“We need a change in mindset about how quickly we get to our destination and emphasize the quality and health of the process.”*

Anonymous from online survey

*“It is difficult to meet everyone's expectations, but the Priority goal for all of us in this region should be **REDUCING TIME SPENT IN GRIDLOCK TRAFFIC** on the major roads and parkways.”*

Anonymous from online survey



NVTA TransAction Workshop  
**Tuesday, October 25, 8am-10am**  
 Northern Virginia Transportation Authority  
 3040 Williams Drive, Suite #200, Fairfax, VA 22031

---

You have been divided into groups representing geographic areas in Northern Virginia to discuss transportation-related characteristics and concerns, and help NVTA select appropriate multimodal objectives (i.e. measures) for the TransAction Plan. These objectives will be used to evaluate the effectiveness of a range of possible multimodal regional transportation improvements throughout Northern Virginia.

**First** review the multimodal objectives and identify those that your group considers are relevant to your sub-area.

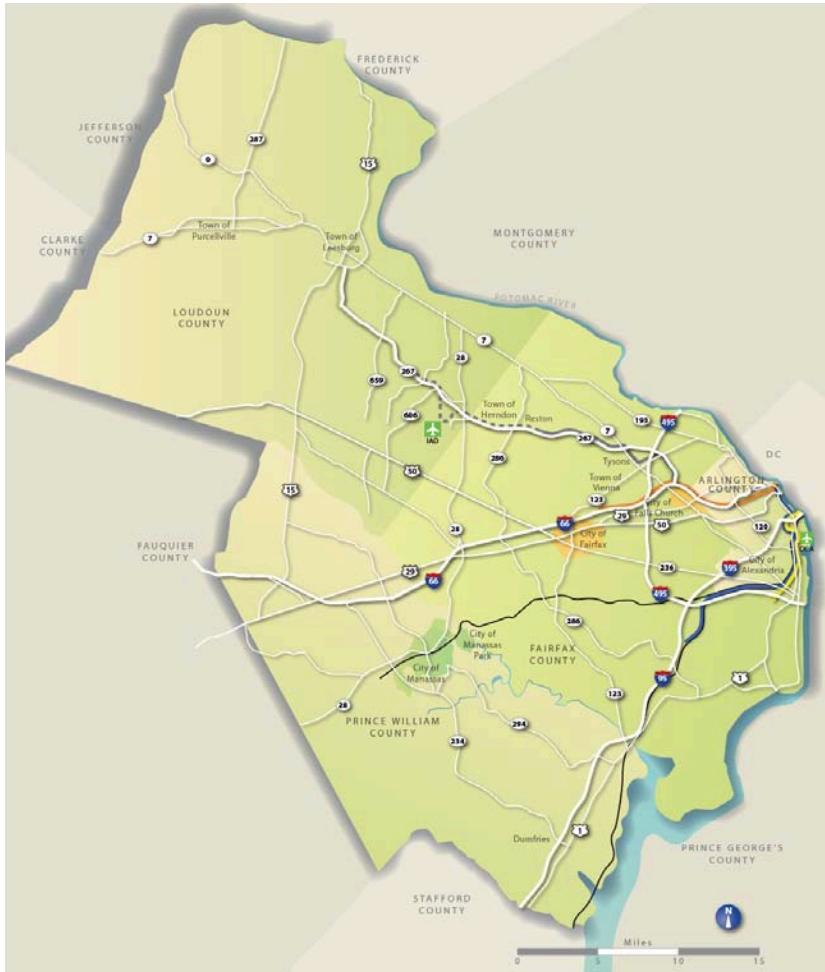
**Next** allocate a percentage amount out of 100% for each selected objective:  
 Higher % = MORE IMPORTANT    Lower % = LESS IMPORTANT  
*Note that you may allocate 0% if the objective is not relevant. You may also add new objectives.*

**Last** prepare for your group's "report back" explaining why you selected certain objectives, and not others, and what the percent breakdown is.

Multimodal Objectives	% (out of 100%)
A. Reduce delays during commute hours	_____
B. Increase travel time reliability throughout the day	_____
C. Reduce crowding on bus and rail	_____
D. Increase connections between business/ residential centers	_____
E. Reduce transportation costs	_____
F. Improve roadway safety to reduce vehicle crashes	_____
G. Increase access to rail stations for pedestrians, bikes and buses	_____
H. Increase the number of travel options (e.g. bus, rail, rideshare)	_____
I. Reduce the number of single-occupancy vehicles during commute hours	_____
J. Reduce impacts of transportation on the environment	_____
_____	_____
_____	_____
_____	_____

Workshop Instructions

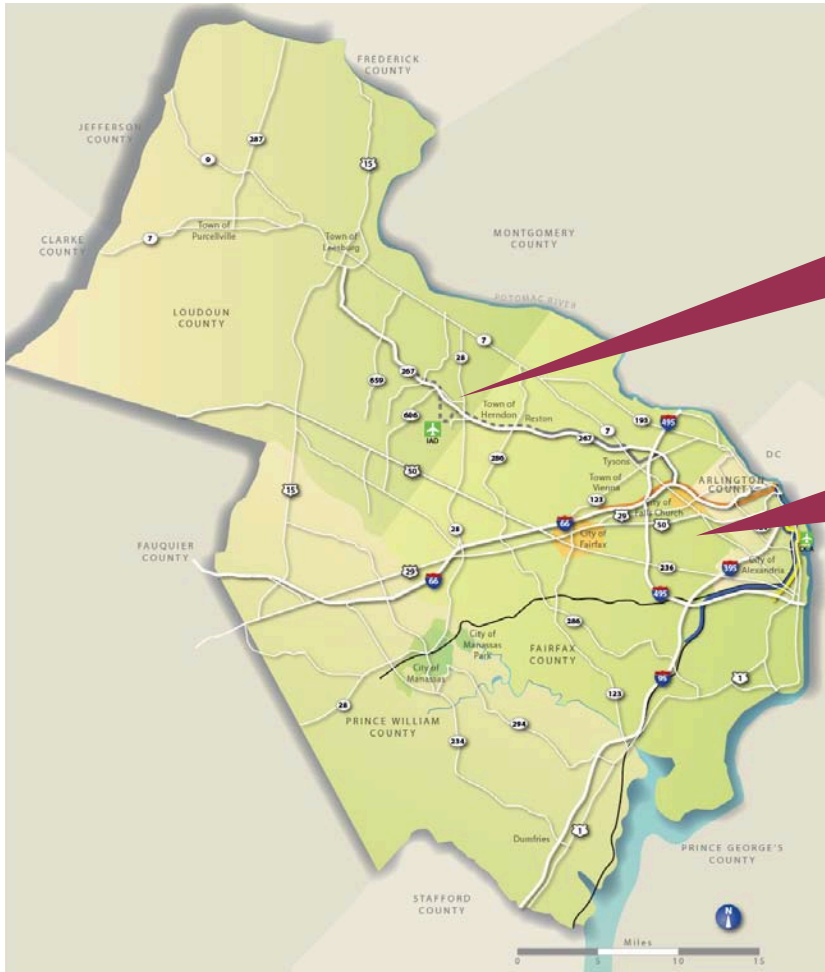
# Measures



## PRIORITY MEASURES

- Reduce delays during commute hours
- Increase travel time reliability throughout the day
- Increase number of travel options
- Increase access to rail
- Increase connections between business and residential centers

# Measures



## LOCATION-BASED MEASURES

**Outside the Beltway**  
Improve roadway safety to  
reduce vehicular crashes

**Inside the Beltway**  
Reduce crowding on bus and rail

## LOWER PRIORITY MEASURES

- Reduce impacts of transportation on environment
- Reduce transportation costs
- Reduce SOVs during peak hours





# Improvements

- Improve transit links to Silver Line
- Reduce Highway Congestion
- Improve north-south road connections and capacity

- Expand high-capacity transit along I-66
- Expand coverage and frequency of transit service to residential/business centers within NoVa



- Increase transit capacity
- Provide better transit access and more frequent service
- Reduce road congestion across the Potomac River to Maryland and DC

- Reduce congestion and improve access along US 1
- Improve capacity on major roads
- Enhance existing transit connections and provide new transit services

# Big Ideas

*“Part of the problem is **you’ve got all the different jurisdictions, they have to agree, otherwise you don’t connect.**”* Outside the Beltway Resident

*“[I] believe **we need to rethink concept of work** wherein masses travel to and from very dispersed locations to a central location.”* Anonymous from online survey

*“**Need other routes across the Potomac River, especially in the northern reaches**”* Outside the Beltway Resident

*“What Dallas did **when there were a lot of big buildings they couldn’t just tear down to widen the road, is that they settled for doing more toll roads like in the center, kind of what they did in Virginia, out by the beltway, Tysons.**”* Inside the Beltway Resident



# What we Learned

## Spring 2016

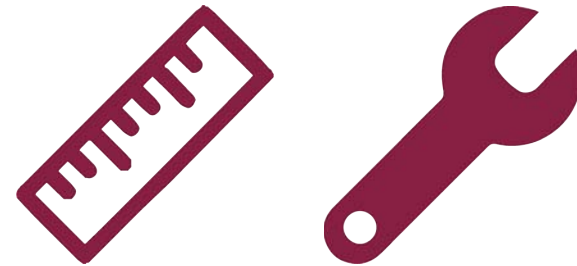
What's your transportation problem?



**It's not easy to get around the region...**

## Fall 2016

How should congestion be reduced?



**Providing greater reliability & options will help solve the problem...**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** January 4, 2017

**SUBJECT:** Regional Funding Project 059-10751 (Route 7 Widening: Colvin Forest Drive to Jarrett Valley Drive)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-10751.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-10751 (Fairfax County – Route 7 Widening: Colvin Forest Drive to Jarrett Valley Drive), in accordance with NVRTA's approved Project Description Forms for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY2017 70% regional revenues on July 14, 2016.
  - b. The attached SPA presented by the Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVRTA Project Number 059-10751

**Coordination:** Council of Counsels

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**Fairfax County SPA# 059-10751 Route 7 Widening: Colvin Forest Drive to Jarrett  
Valley Drive**

SPA Documents are available upon request and at the NVTa website:

<http://www.thenovaauthority.org/meetings/authority-meetings/>

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

---

**(Recipient Entity)**

Project Name: Route 7 Widening: Colvin Forest Drive to Jarrett Valley Drive

NVTA Project Number: 059-10751

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  

---

Fairfax County ("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 33.2 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, Fairfax County 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 Fairfax County's application for funding and has approved Fairfax County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Fairfax County, 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 Fairfax County to finance the Project;

WHEREAS, NVTA agrees that Fairfax County will design and/or construct the Project or perform such other specific work for the Project and Fairfax County 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 Fairfax County'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 Fairfax County'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

Fairfax County shall:

1. 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 Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTA funds, Fairfax County shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director 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 Fairfax County 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, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County 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 Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County 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, Fairfax County 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 Fairfax County.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Fairfax County 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. Fairfax County 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 Fairfax County'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 Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Fairfax County'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 Fairfax County and provide copies of any such financial records to NVTA, 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 Fairfax County; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all Fairfax County's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that Fairfax County may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA 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 Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County 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 Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County 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 NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Fairfax County 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 Program Coordinator for the Project. NVTA's Program Coordinator 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 Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. NVTA's Program Coordinator 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 Program Coordinator all \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 Program Coordinator 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 Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_ Fairfax County \_\_\_\_\_. 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 Program Coordinator will notify \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Executive Director and will advise \_\_\_\_\_ Fairfax County \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Fairfax County \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_ Fairfax County \_\_\_\_\_. 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 Fairfax County 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. Fairfax County 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 Fairfax County 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, Fairfax County 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 Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTA all funds NVTA provided to Fairfax County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Fairfax County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTA excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project based upon \_\_\_\_\_ Fairfax County \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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, \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Executive Director and \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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

\_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Fairfax County 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, Fairfax County 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 Fairfax County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Fairfax County 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 Fairfax County.

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 Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033-2895 (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

Fairfax County 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: \_\_\_\_\_

\_\_\_\_\_ Fairfax County \_\_\_\_\_ (Name of Recipient Entity)

By: \_\_\_\_\_

Date: 12/15/16

**Appendix A –Narrative Description of Project (Attach Project Description Form)**

NVTA Project Title: Route 7 Widening (Colvin Forest Drive to Jarrett Valley Drive), 15

Recipient Entity: Fairfax County

Project Manager Contact Information: Smitha Chellappa, (703) 877-5761;  
Smitha.Chellappa@FairfaxCounty.gov

**Table A-1 Project Changes**

Widen Route 7 from four to six lanes between Colvin Forest Drive and Jarrett Valley Drive, improve intersections and add bicycle and pedestrian facilities. This project aims to increase capacity, decrease congestion and improve safety along a 3.6-mile segment of Route 7 between Jarrett Valley Drive and Colvin Forest Drive, and includes:

- Widening from four to six lanes.
- Intersection improvements along the corridor, with careful focus on community access.
- A 10-foot shared-use path on both sides of Route 7, with connections to local trails.

As of 2011, this section of Route 7 carried up to 54,000 vehicles a day, and is expected to carry up to 86,000 vehicles a day by 2040. Widening this high-volume road has been part of Fairfax County's Comprehensive Plan for many years, and is an important improvement to link northern and western Fairfax with the county's planned revitalization of Tysons.

**Table A-2 Project Milestone Changes**

**Only Complete if Different from the Approved NVTA Project Description Form Attached**



Signature: *Jim Secord*  
Chief Executive Officer *Director, Department of Transportation*

Date: 12/15/16

Revised: 4/14/2016



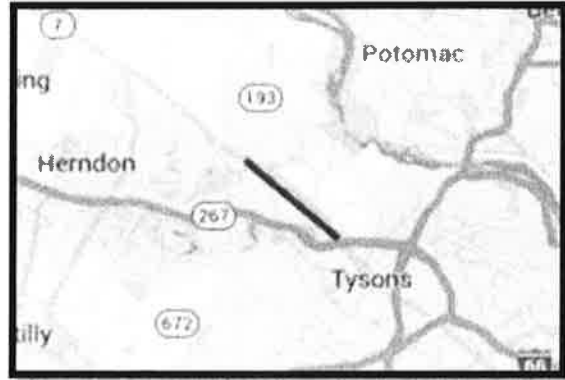
## Project Description Form – 1S

### Basic Project Information

**Submitting Jurisdiction/Agency:** Fairfax County

**Project Title:** Route 7 Widening: Colvin Forest Drive to Jarrett Valley Drive

**Project Location:** Colvin Forest Drive to Jarrett Valley Drive



**Project Description:** Widen Route 7 from four to six lanes between Colvin Forest Drive and Jarrett Valley Drive, improve intersections and add bicycle and pedestrian facilities. This project aims to increase capacity, decrease congestion and improve safety along a 3.6-mile segment of Route 7 between Jarrett Valley Drive and Colvin Forest Drive, and includes:

- Widening from four to six lanes.
- Intersection improvements along the corridor, with careful focus on community access.
- A 10-foot shared-use path on both sides of Route 7, with connections to local trails.

As of 2011, this section of Route 7 carried up to 54,000 vehicles a day, and is expected to carry up to 86,000 vehicles a day by 2040. Widening this high-volume road has been part of Fairfax County's Comprehensive Plan for many years, and is an important improvement to link northern and western Fairfax with the county's planned revitalization of Tysons.

### Project Milestones

#### Project Milestones by Project Phase:

- **Engineering:**
- **Environmental Work:**
- **Design:** Scoping/preliminary design (2014 to Sept 2016), Detailed/final design (Sept 2016 to Feb 2020)
- **Right of Way Acquisition:** Land acquisition (Mar 2018 to Feb 2020); Utility relocation (Late 2018 to Jul 2020)
- **Construction:** Jan 2021 to Dec 2022
- **Capital Asset Acquisitions:**
- **Other**

#### Project Analysis Summary\*

NVTA Quantitative Score	66.24	Rank	2
Congestion Reduction Relative to Cost Ratio (NVTA Share)	0.21	hours saved/\$	Rank 12
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.18	hours saved/\$	Rank 11

\*Detailed scoring information can be found at: <http://www.thenovaaauthority.org/planning-programming/fy2017-program/>

**Project Cost**

**Requested NVTA FY2017 Funds: \$10,000,000**

**Total Cost to Complete Project: \$135,900,000**

<b>Project Phases</b>	<b>Requested NVTA FY2017 Funds</b>	<b>Other Sources of Funding</b>	<b>Total Cost by Phase</b>
<b>Engineering</b>		\$2,400,000 (RSTP)	\$2,400,000 (FY2016 – FY2020)
<b>Environmental Work</b>		(included in engineering)	(included in engineering)
<b>Design</b>		(included in engineering)	(included in engineering)
<b>Right of Way Acquisition</b>	\$10,000,000 (Late FY2017 - FY2020)	\$17,000,000 (RSTP)	\$27,000,000 (FY2017 – FY2020)
<b>Construction</b>		\$4,331,000 (RSTP) \$102,169,000 (HB2 and/or NVTA future request)	\$106,500,000 (FY2021 – FY2023)
<b>Capital Asset Acquisitions</b>			
<b>Other</b>			
<b>TOTAL</b>	<b>\$10,000,000</b>	<b>\$125,900,000</b>	<b>\$135,900,000</b>

## **Project Impacts**

**What regional benefit(s) does this project offer?** As of 2011, this section of Route 7 carried up to 54,000 vehicles a day, and is expected to carry up to 86,000 vehicles a day by 2040. Widening this high-volume road has been part of Fairfax County's Comprehensive Plan for many years, and is an important improvement to link northern and western Fairfax with the county's planned revitalization of Tysons.

**How will the project reduce congestion?** The widening of the roadway increases the vehicular capacity of the roadway itself. The addition of bicycle and pedestrian facilities will provide alternate commuting and travel modes into and out of Tysons, and help reduce vehicular congestion. In addition, the widening will also improve level of service on the facility, reduce auto vehicle miles travelled. The application of access management on this Route 7 project places a focus on the location, spacing, and design of intersections, entrances, median openings, and traffic signals. Each of these creates "conflict points" where vehicles have to stop or slow, thus disrupting the flow of traffic. The more conflict points a roadway has, the more it experiences traffic congestion and crashes. Reducing the number of conflict points and their adverse impact on roadway operations and public safety will come through better management of access to Route 7. With access management motorists spend less time in traffic, increase fuel efficiency, air pollution is reduced, and commuting times are lessened.

**How will the project increase capacity?** The project will increase capacity by adding two additional lanes on Route 7 (one in each direction) for approximately 3.6 miles between Jarrett Valley Drive and Colvin Forest Drive.

**How will the project improve auto and pedestrian safety?** The application of access management on this Route 7 project places a focus on the location, spacing, and design of intersections, entrances, median openings, and traffic signals. Each of these creates "conflict points" where vehicles have to stop or slow, thus disrupting the flow of traffic. The more conflict points a roadway has, the more it experiences traffic congestion and crashes. Reducing the number of conflict points will improve safety for both motorists and pedestrians. In addition, this project will provide multi-use trails on both sides of Route 7 which will further improve safety for pedestrians.

**How will the project improve regional connectivity?** The project will improve access between the four Tysons Activity Centers and points west. Further, widening this high-volume road has been part of Fairfax County's Comprehensive Plan for many years, and is an important improvement to link northern and western Fairfax with the county's planned revitalization of Tysons.

**How will the project improve bicycle and pedestrian travel options?** The roadway widening work includes adding 10 foot wide shared-use paths on both sides of the road. These improvements will improve safety and expand mobility for cyclists and pedestrians, all in conformity with Fairfax County's Comprehensive Plan.

**How will the project improve the management and operation of existing facilities through technology applications?** N/A

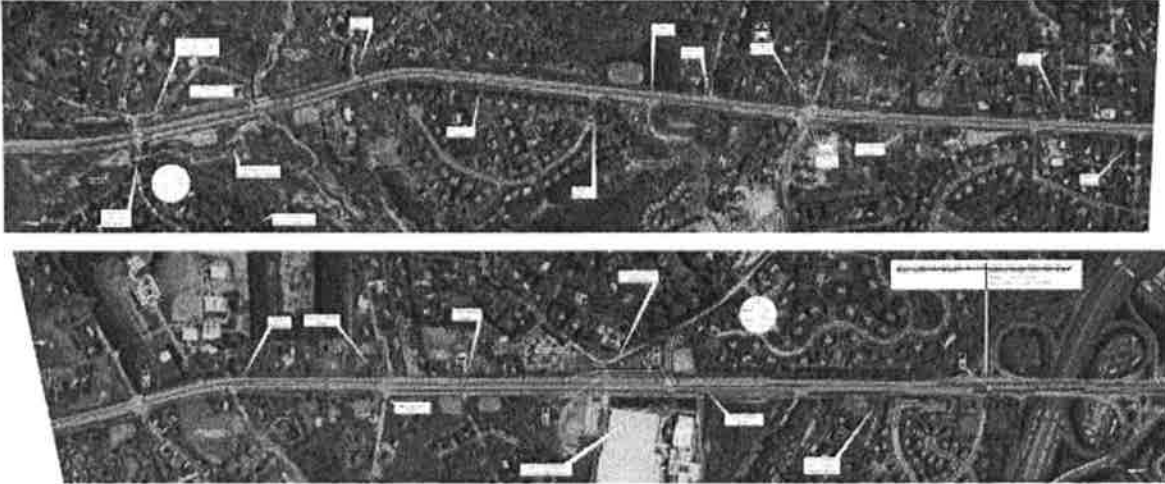


**Additional Information in Support of This Project**

VDOT Project Page - [http://www.virginiadot.org/projects/northernvirginia/route\\_7\\_widening\\_-\\_reston\\_ave\\_to\\_dtr.asp](http://www.virginiadot.org/projects/northernvirginia/route_7_widening_-_reston_ave_to_dtr.asp)

**VDOT** Virginia Department of Transportation

**Aerial Overview (2 of 2)**  
Route 7 Improvements (Leesburg Pike)



**Route 7 Widening**  
Fairfax County, Virginia  
State Project Number: 0017.629-128, P102, R202, C502, B610  
LPC 32128  
Federal Project Number

**APPENDIX B-PROJECT BUDGET & CASH FLOW  
PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Route 7 Widening (Colvin Forest to Jarrett Valley)  
 Recipient Entity: Fairfax County  
 Project Contact Information: Smitha Chellappa, (703) 877-5761; Smitha.Chellappa@FairfaxCounty.gov

<b>NVTA Use:</b>	
Date Received:	_____
Funding Program:	_____
Project #:	_____
Ledger Account #:	_____
Revision Date:	_____
Rec'd Certificate of Ins:	_____

**TABLE B-1 PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds ( For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ 2,400,000		\$ 2,400,000	RSTP
Right-of-Way Acquisition	\$ 27,000,000	\$ 10,000,000	\$ 17,000,000	NVTA FY17 Program; RSTP, FY17-22 HB2 allocation (SYIP).
Construction	\$ 106,471,738		\$ 106,471,738	RSTP, FY17-22 HB2 allocation (SYIP).
Capital Asset Acquisitions				
Other				
<b>Total Estimated Cost</b>	<b>\$ 135,871,738</b>	<b>\$ 10,000,000</b>	<b>\$ 125,871,738</b>	

**TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY**

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering						
Right-of-Way Acquisition	\$ 3,000,000	\$ 3,000,000	\$ 2,000,000	\$ 2,000,000		
Construction						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY**


Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July						
August						
September		\$ 750,000	\$ 500,000	\$ 500,000		
October						
November						
December		\$ 750,000	\$ 500,000	\$ 500,000		
January						
February						
March	\$ 1,500,000	\$ 750,000	\$ 500,000	\$ 500,000		
April						
May						
June	\$ 1,500,000	\$ 750,000	\$ 500,000	\$ 500,000		
<b>Total per Fiscal Year</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity  
  
 Signature  
 Director, Fairfax County Dept of Transportation  
 Title  
12/15/16  
 Date  
Tom Blesiadny  
 Print name of person signing  
 Revised: 4/13/2016

Northern Virginia Transportation Authority  
 \_\_\_\_\_  
 Signature  
 NVTA Executive Director  
 Title  
 \_\_\_\_\_  
 Date

Northern Virginia Transportation Authority  
 \_\_\_\_\_  
 Signature  
 NVTA Chief Financial Officer  
 Title  
 \_\_\_\_\_  
 Date

## **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 NVTA 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 NVTA 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 NVTA 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 NVTA 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 NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA'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 NVTA 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).

"NVRTA Bond Proceeds" means, as used herein, the sale proceeds of any NVRTA 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).

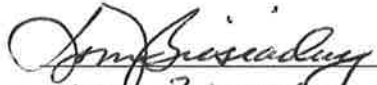
"Private Business Use" means a use of the NVRTA Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVRTA Bond 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: Tom Biscardi  
Title: Director, Department of Transportation  
Date: 12/20/10

## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, December 6, 2016, at which meeting a quorum was present and voting, the following resolution was adopted:

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Funding Agreement with the Northern Virginia Transportation Authority for the funding of the Route 7 widening project from Colvin Forest Drive to Jarrett Valley Drive to be administered by the Virginia Department of Transportation.

Adopted this 6<sup>th</sup> day of December 2016, Fairfax, Virginia

ATTEST:



Catherine A. Chianese  
Clerk to the Board of Supervisors

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** January 4, 2017

**SUBJECT:** Regional Funding Project 059-50771 (Route 286 Widening: Route 123 to Route 29)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-50771.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-50771 (Route 286 Widening: Route 123 to Route 29), in accordance with NVTA's approved Project Description Forms for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY2017 70% regional revenues on July 14, 2016.
  - b. The attached SPA presented by the Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 059-50771

**Coordination:** Council of Counsels

## VII. ATTACHMENT

### **NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

#### **Fairfax County SPA #059-50771 Route 286 Widening: Route 123 to Route 29**

SPA Documents are available upon request and at the NVTa website:

<http://www.thenovaauthority.org/meetings/authority-meetings/>



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

---

**(Recipient Entity)****

Project Name: Fairfax County Parkway Improvements ; Route 123 to Route 29

NVTA Project Number: 059-50771

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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ ("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 33.2 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, \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'s application for funding and has approved \_\_\_\_\_ Fairfax County \_\_\_\_\_'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by \_\_\_\_\_ Fairfax County \_\_\_\_\_, 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ to finance the Project;

WHEREAS, NVTA agrees that \_\_\_\_\_ Fairfax County \_\_\_\_\_ will design and/or construct the Project or perform such other specific work for the Project and \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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

Fairfax County shall:

1. 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 Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTA funds, Fairfax County shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director 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 Fairfax County 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, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County 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 Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County 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, Fairfax County 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 Fairfax County.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Fairfax County 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. Fairfax County 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 Fairfax County'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 Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Fairfax County'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 Fairfax County and provide copies of any such financial records to NVTA, 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 Fairfax County; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTA Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all Fairfax County’s contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that Fairfax County may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA’s in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTA 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 Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County 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 Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County 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 NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Fairfax County 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 Program Coordinator for the Project. NVTA's Program Coordinator 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 Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. NVTA's Program Coordinator 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 Program Coordinator all \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 Program Coordinator 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 Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_ Fairfax County \_\_\_\_\_. 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 Program Coordinator will notify \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.



4. Route all Fairfax County's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director 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 Fairfax County'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 Fairfax County 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 Executive Director and will advise Fairfax County's designated representative in writing. Fairfax County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Fairfax County'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 Fairfax County 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 Fairfax County of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Fairfax County. 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 Fairfax County 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. Fairfax County 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 Fairfax County 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, Fairfax County 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 Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTA all funds NVTA provided to Fairfax County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Fairfax County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTA excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project based upon \_\_\_\_\_ Fairfax County \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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, \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Executive Director and \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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

\_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Fairfax County 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, Fairfax County 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 Fairfax County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Fairfax County 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 Fairfax County.

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 Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

2) to Fairfax County, to the attention of Tom Biesiadny  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033-2895 (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

Fairfax County 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: \_\_\_\_\_

\_\_\_\_\_ Fairfax County \_\_\_\_\_ (Name of Recipient Entity)

By: 

Date: 12/15/16

**Appendix A –Narrative Description of Project (Attach Project Description Form)**

NVTA Project Title: Fairfax County Parkway Improvements (Widening between Ox Road (Route 123) to ~ 2000 feet north of Lee Highway (Route 29), 5D

Recipient Entity: Fairfax County

Project Manager Contact Information: Karyn Moreland, (703) 877-5760;  
Karyn.Moreland@FairfaxCounty.gov

**Table A-1 Project Changes**

The project provides for the widening of Route 286 from Route 123 to 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or improve pedestrian and bicycle amenities. Conceptual design assumes that all existing lanes will be used and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside. The additional lanes will also allow the accommodation of future HOV lanes as designated on the County's Transportation Plan. Intersection improvements and access management will be considered in the design.

The project provides for some improvements the intersection of Fairfax County Parkway, Popes Head Road and Shirley Gate Extension. The section of the project also includes shared use paths, bicycle accommodations, and future connection to Shirley Gate Road to the northeast.

**Table A-2 Project Milestone Changes**

**Only Complete if Different from the Approved NVTA Project Description Form Attached**



Signature: *Jim Beiswenger*  
Chief Executive Officer *Director*, Department of Transportation

Date: 12/15/16

Revised: 4/14/2016





**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**Project Description Form – 5D**

**Basic Project Information**

**Submitting Jurisdiction/Agency:** Fairfax County

**Project Title:** Route 286 Fairfax County Parkway Widening: Route 123 to Route 29

**Project Location:** Ox Road (Route 123) to ~ 2,000 feet north of Lee Highway (Route 29)



**Project Description:** The project provides for the widening of Route 286 from Route 123 to 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or improve pedestrian and bicycle amenities including a major paved trail on the east side and major paved regional trail on the west side. Conceptual design assumes that all existing lanes will be salvaged and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside. The additional lanes will also allow the accommodation of future HOV lanes as designated on the County’s Transportation Plan. Intersection improvements and access management will be considered in the design.

The project provides for some improvements the intersection of Fairfax County Parkway, Popes Head Road and Shirley Gate Extension. The section of the project also includes shared use paths, bicycle accommodations, and future connection to Shirley Gate Road to the northeast.

**Project Milestones**

- Project Milestones by Project Phase:**
- **Engineering:**
  - **Environmental Work:**
  - **Design:** 1/2016 - 1/2018
  - **Right of Way Acquisition:** 1/2018 - 1/2019
  - **Construction:** 7/2018 - 6/2021
  - **Capital Asset Acquisitions:**
  - **Other:**

<b>Project Analysis Summary*</b>			
NVTA Quantitative Score	49.22	Rank	9
Congestion Reduction Relative to Cost Ratio (NVTA Share)	0.37	hours saved/\$	Rank 8
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.33	hours saved/\$	Rank 6

\*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

**Project Cost**

**Requested NVTA FY2017 Funds: \$10,000,000**

**Total Cost to Complete Project: \$82,400,000**

<b>Project Phases</b>	<b>Requested NVTA FY2017 Funds</b>	<b>Other Sources of Funding</b>	<b>Total Cost by Phase</b>
<b>Engineering</b>		\$10,000,000 (NVTA FY2015-16)	\$10,000,000 (FY2016 – FY2018)
<b>Environmental Work</b>		(included in engineering)	(included in engineering)
<b>Design</b>		(included in engineering)	(included in engineering)
<b>Right of Way Acquisition</b>	\$10,000,000 (FY2018 – FY2019)	\$1,900,000 (NVTA and/or HB 2 future request)	\$11,900,000 (FY2018 – FY2019)
<b>Construction</b>		\$60,500,000 (NVTA and/or HB 2 future request)	\$60,500,000 (FY2019 – FY2021)
<b>Capital Asset Acquisitions</b>			
<b>Other</b>			
<b>TOTAL</b>	<b>\$10,000,000</b>	<b>\$72,400,000</b>	<b>\$82,400,000</b>

## **Project Impacts**

**What regional benefit(s) does this project offer?** This project will focus upon widening of the 4-lane sections of the Fairfax County Parkway with the highest traffic volumes. The portion of the Fairfax County Parkway between Route 123 (Ox Road) and Route 29 (Lee Highway) is currently experiencing the highest peak hour traffic loads for 4-lane sections of the Parkway. These peak hour volumes exceed 3300 and 3000 vehicles per hour in the AM and PM peak hours, respectively. The expanded capacity of this section of roadway will help address the increasing travel demand between populations in southern Fairfax County/eastern Prince William County and the employment centers in the 28 and Dulles Corridors in western Fairfax County/eastern Loudoun County. This project is a vital first step in potentially providing a viable alternative for I-495 commuters.

**How will the project reduce congestion?** Significant queues are experienced northbound in the AM and in both the northbound and southbound directions in the PM. The additional through lanes and the conversion of the at-grade intersection with Popes Head Road into a grade separation with Popes Head and the Shirley Gate Road extension is expected to reduce delays along this stretch of the Parkway by as much as 50 percent by 2040.

**How will the project increase capacity?** The project will increase capacity by adding two additional lanes on Fairfax County Parkway (one in each direction) from Route 123 (Ox Road) to Route 29 (Lee Highway).

**How will the project improve auto and pedestrian safety?** Crash statistics along the Fairfax County Parkway are high at at-grade intersections where rear-end crashes are frequent. Within the limits of this project, crashes are particularly high at the Burke Centre Parkway intersection and at the signalized intersections at the Braddock Road interchange. In addition, there have been high numbers of 'angle' crashes at the Popes Head at-grade intersection. It is expected that these high crash locations will be improved with the advent of the grade-separation at Popes Head and at other intersections with the signal retiming and upgrades in geometrics.

**How will the project improve regional connectivity?** This project will improve regional connectivity to multiple regional activity clusters but will have the most direct influence upon the Fairfax Center/City of Fairfax cluster. However, significant improvements to capacity and connectivity will also be prevalent for the Potomac Mills/Woodbridge cluster on the south and to the North and South Dulles Areas and to the Dulles Corridor on the north. This project is a necessary component to provide high priority bus service on the Parkway, also a TransAction 2040 project.

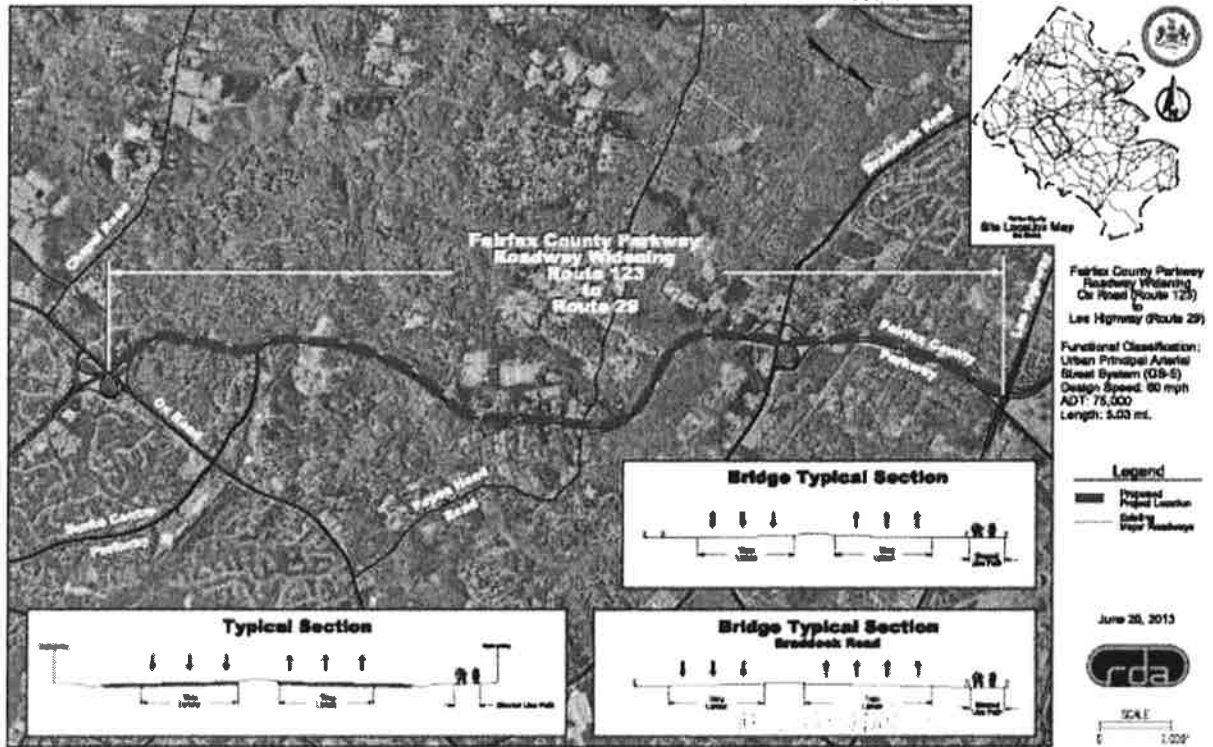
**How will the project improve bicycle and pedestrian travel options?** This improvement will provide or improve pedestrian and bicycle amenities including a major paved trail on the east side and major paved regional trail on the west side.

**How will the project improve the management and operation of existing facilities through technology applications?** N/A

## Additional Information in Support of This Project

Fairfax County Parkway Corridor Improvement Study -

[http://www.virginiadot.org/projects/northernvirginia/fairfax\\_county\\_parkway.asp](http://www.virginiadot.org/projects/northernvirginia/fairfax_county_parkway.asp)



**APPENDIX B-PROJECT BUDGET & CASH FLOW  
PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Fairfax County Parkway Improvements  
 Recipient Entity: Fairfax County  
 Project Contact Information: Karyn Moreland (703) 877-5760; Karyn.Moreland@FairfaxCounty.gov

<b>NVTA Use:</b>	
Date Received:	_____
Funding Program:	_____
Project #:	_____
Ledger Account #:	_____
Revision Date:	_____
Recv'd Certificate of Ins:	_____

**TABLE B-1 PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds ( For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ 10,000,000		\$ 10,000,000	NVTA FY15-16 Program.
Right-of-Way Acquisition	\$ 10,330,000	\$ 10,000,000	\$ 330,000	N VTA FY17 Program; Local Contribution.
Construction	\$ 60,530,656		\$ 60,530,656	NVTA FY18-23 Program (future request).
Capital Asset Acquisitions				
Other				
<b>Total Estimated Cost</b>	<b>\$ 80,860,656</b>	<b>\$ 10,000,000</b>	<b>\$ 70,860,656</b>	

**TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY**

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering						
Right-of-Way Acquisition			\$ 5,000,000	\$ 5,000,000		
Construction						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY**


Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July						
August						
September			\$ 1,250,000	\$ 1,250,000		
October						
November						
December			\$ 1,250,000	\$ 1,250,000		
January						
February						
March			\$ 1,250,000	\$ 1,250,000		
April						
May						
June			\$ 1,250,000	\$ 1,250,000		
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity: Northern Virginia Transportation Authority  
 Signature:   
 Director, Fairfax County Dept of Transportation  
 Title: 12/15/16  
 Date: Tom Bicskady  
 Print name of person signing

Northern Virginia Transportation Authority  
 Signature: \_\_\_\_\_  
 NVTA Executive Director  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Northern Virginia Transportation Authority  
 Signature: \_\_\_\_\_  
 NVTA Chief Financial Officer  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## 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 NVTA 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 NVTA 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 NVTA 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 NVTA 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 NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA'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 NVTA 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).

"NVRTA Bond Proceeds" means, as used herein, the sale proceeds of any NVRTA 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).

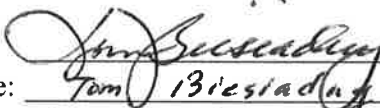
"Private Business Use" means a use of the NVRTA Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVRTA Bond 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 of business" within the meaning of Section 162 of the Code.

**RECIPIENT ENTITY**

By:   
Name: Tom Biesiadny  
Title: Director, Department of Transportation  
Date: 12/20/14



## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION


At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, December 6, 2016, at which meeting a quorum was present and voting, the following resolution was adopted:

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Funding Agreement with the Northern Virginia Transportation Authority for the funding of the Fairfax County Parkway widening project from Route 123 to approximately 2,000 feet north of Route 29 to be administered by the Virginia Department of Transportation.

Adopted this 6<sup>th</sup> day of December 2016, Fairfax, Virginia

ATTEST:



Catherine A. Chianese  
Clerk to the Board of Supervisors

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** January 4, 2017

**SUBJECT:** Regional Funding Project 059-30761 (Route 28 Widening: Prince William County Line to Route 29)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-30761.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-30761 (Route 28 Widening: Prince William County Line to Route 29), in accordance with NVTA's approved Project Description Forms for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY2017 70% regional revenues on July 14, 2016.
  - b. The attached SPA presented by the Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 059-30761

**Coordination:** Council of Counsels

## VIII.ATTACHMENT

### **NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

#### **Fairfax County SPA #059-30761 Route 28 Widening: Prince William County Line to Route 29**

SPA Documents are available upon request and at the NVTA website:

<http://www.thenovaauthority.org/meetings/authority-meetings/>

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

---

**(Recipient Entity)**

Project Name: Route 28 Widening

NVTA Project Number: 059-30761

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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ ("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 33.2 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,           Fairfax County           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           Fairfax County          's application for funding and has approved           Fairfax County          's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by           Fairfax County          , 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           Fairfax County           to finance the Project;

WHEREAS, NVTA agrees that           Fairfax County           will design and/or construct the Project or perform such other specific work for the Project and           Fairfax County           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           Fairfax County          '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           Fairfax County          '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

Fairfax County shall:

1. 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 Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTA funds, Fairfax County shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director 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 Fairfax County 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, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County 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 Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County 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, Fairfax County 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 Fairfax County.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Fairfax County 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. Fairfax County 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, \_\_\_\_\_ Fairfax County \_\_\_\_\_ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by \_\_\_\_\_ Fairfax County \_\_\_\_\_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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ and provide copies of any such financial records to NVTA, 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 Fairfax County; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all Fairfax County's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that Fairfax County may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA 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 Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County 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 Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County 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 NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Fairfax County 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 Program Coordinator for the Project. NVTA's Program Coordinator 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 Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. NVTA's Program Coordinator 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 Program Coordinator all \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 Program Coordinator 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 Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_ Fairfax County \_\_\_\_\_. 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 Program Coordinator will notify \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Executive Director and will advise \_\_\_\_\_ Fairfax County \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Fairfax County \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 \_\_\_\_\_ Fairfax County \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_ Fairfax County \_\_\_\_\_. 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 Fairfax County 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. Fairfax County 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 Fairfax County 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, Fairfax County 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 Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTA all funds NVTA provided to Fairfax County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Fairfax County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTA excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project based upon \_\_\_\_\_ Fairfax County \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ Fairfax County \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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, \_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Executive Director and \_\_\_\_\_ Fairfax County \_\_\_\_\_'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 \_\_\_\_\_ Fairfax County \_\_\_\_\_'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

\_\_\_\_\_ Fairfax County \_\_\_\_\_ 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 Fairfax County 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, Fairfax County 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 Fairfax County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Fairfax County 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 Fairfax County.

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 Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny, Director  
4050 Legato Road  
Fairfax, VA 22033 (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

Fairfax County \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_ Fairfax County \_\_\_\_\_ (Name of Recipient Entity)

By: 

Date: 12/15/16

**Appendix A –Narrative Description of Project (Attach Project Description Form)**

NVTA Project Title: Route 28 Widening (Prince William County Line to Route 29)

Recipient Entity: Fairfax County

Project Manager Contact Information: Todd Minnix (703)877-5749, Wesley.Minnix@fairfaxcounty.gov

**Table A-1 Project Changes**

Widen Route 28 from 4 to 6 lanes from the Prince William County line at Bull Run to Route 29 in Centreville. The project would include intersection improvements and pedestrian/bicycle facilities on both sides of the roadway and improvements to pedestrian/bicycle facilities at all intersections through the corridor.

The project will add one lane in each direction to improve through capacity on VA Route 28, which currently carries over 60,000 vehicles per day, at a peak hour LOS F. The intersection improvements will improve through travel by eliminating split phase signal timings at five intersections along this section of VA Route 28. In addition, the project will improve travel times and connections to other corridors such as US Route 29 (Lee Highway) and Route 620 (New Braddock Road) which are alternatives to the I-66 corridor. This project is included within a Corridor of Statewide Significance in VDOT’s VTrans 2040 long range plan.

By expanding capacity on VA Route 28, congestion on parallel and “cut through” routes such as Ordway Road, Old Centreville Road (in Centreville), and Compton Road (to the east of VA Rte. 28) is expected to be reduced.

**Table A-2 Project Milestone Changes**

**Only Complete if Different from the Approved NVTA Project Description Form Attached**

Signature:   
Director, Department of Transportation

Date: 12/15/16



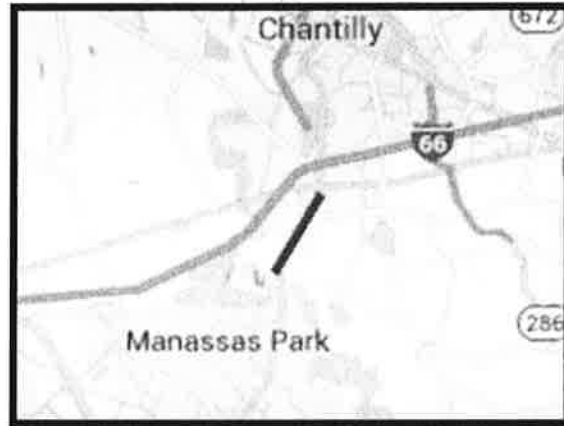
## Project Description Form – 3M

### Basic Project Information

**Submitting Jurisdiction/Agency:** Fairfax County

**Project Title:** Route 28 Widening: Prince William County Line to Route 29

**Project Location:** Route 28 from the Prince William County Line at the bridge over Bull Run to Route 29 in Centreville



**Project Description:** This project proposes to widen Route 28 from 4 to 6 lanes from the Prince William County line at Bull Run to Route 29 in Centreville. The project would include intersection improvements and pedestrian/bicycle facilities on both sides of the roadway and improvements to pedestrian/bicycle facilities at all intersections through the corridor.

### Project Milestones

#### Project Milestones by Project Phase:

- **Engineering:** Scoping/Preliminary Engineering (2015 to mid-2017), Issuance of Design/Build RFP January 2017
- **Environmental Work:**
- **Design:**
- **Right of Way Acquisition:** April 2017-August 2018
- **Construction:** February 2018-January 2020
- **Capital Asset Acquisitions:**
- **Other:**

### Project Analysis Summary\*

NVTA Quantitative Score	65.34		Rank	5
Congestion Reduction Relative to Cost Ratio (NVTA Share)	0.56	hours saved/\$	Rank	5
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.52	hours saved/\$	Rank	2

\*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

**Project Cost**

**Requested NVTA FY2017 Funds: \$5,000,000**

**Total Cost to Complete Project: \$68,910,000**

<b>Project Phases</b>	<b>Requested NVTA FY2017 Funds</b>	<b>Other Sources of Funding</b>	<b>Total Cost by Phase</b>
<b>Engineering</b>	\$1,330,000 (FY2016 – FY2019)	\$5,000,000 (NVTA FY2015-16) \$1,330,000 (FY2017 Revenue Sharing, subject to funding approval)	\$7,660,000 (FY2016 – FY2019)
<b>Environmental Work</b>	(included in engineering)		(included in engineering)
<b>Design</b>	(included in engineering)		(included in engineering)
<b>Right of Way Acquisition</b>	\$3,250,000 (FY2018 – FY2019)	\$3,250,000 (FY2017 Revenue Sharing, subject to funding approval)	\$6,500,000 (FY2018 – FY2019)
<b>Construction</b>	\$420,000 (FY2019)	\$32,830,000 HB 2 \$21,080,000 HB 2 and/or NVTA future request; \$420,000 (FY2017 Revenue Sharing, subject to funding approval)	\$54,750,000 (FY2018 – FY2021)
<b>Capital Asset Acquisitions</b>			
<b>Other</b>			
<b>TOTAL</b>	<b>\$5,000,000</b>	<b>\$63,910,000</b>	<b>\$68,910,000</b>

## **Project Impacts**

**What regional benefit(s) does this project offer?** The project will reduce congestion on a heavily traveled section of the VA Route 28 corridor, which provides travel within and between three counties in northern Virginia (Prince William, Fairfax, and Loudoun) and the two cities of Manassas, and Manassas Park. This section of Route 28 carries 60,000 vehicles per day with a peak hour Level of Service (LOS) F. The project will also improve multi-modal travel by adding pedestrian/bicycle facilities.

Current northbound AM peak hour travel time from Manassas Drive (in Manassas Park) to US 29 (in Centreville) averages between 30 and 40 minutes Monday through Thursday, even without an incident and at times can approach 1 hour. Similar travel times are typical in the southbound direction in the PM peak hour. Traffic queues at various signals along the corridor extend for up to one mile or more. Several large residential developments are currently under construction in Prince William County just south of the Fairfax County line, one a multi-family apartment complex consisting of approximately 750+ units, and a townhouse and single family development with an unknown number of units. With the opening of these developments, congestion and delays along VA Route 28 are increasing.

**How will the project reduce congestion?** The project will add one lane in each direction to improve through capacity on VA Route 28, which currently carries over 60,000 vehicles per day, at a peak hour LOS F. The intersection improvements will improve through travel by eliminating split phase signal timings at five intersections along this section of VA Route 28. In addition, the project will improve travel times and connections to other corridors such as US Route 29 (Lee Highway) and Route 620 (New Braddock Road) which are alternatives to the I-66 corridor. This project is included within a Corridor of Statewide Significance in VDOT's VTrans 2040 long range plan.

By expanding capacity on VA Route 28, congestion on parallel and "cut through" routes such as Ordway Road, Old Centreville Road (in Centreville), and Compton Road (to the east of VA Rte. 28) is expected to be reduced.

**How will the project increase capacity?** The project will add one lane in each direction to improve through capacity on VA Route 28. Expanding capacity on VA Route 28 will reduce congestion on parallel and "cut through" routes such as Ordway Road, Old Centreville Road (in Centreville), and Compton Road (to the east of VA Rte. 28).

**How will the project improve auto and pedestrian safety?** By adding capacity and improving operations, this project helps reduce congestion and the potential for vehicular conflicts. By improving intersections and eliminating split phase signal timings, operations are improved and the potential for vehicle conflicts is reduced, making the road safer for both vehicles and pedestrians/bicyclists. Sidewalks and shared-use paths are included in the project scope. This project will provide bicycle and pedestrian amenities, addressing missing links included in the County's Bicycle Master Plan.

**How will the project improve regional connectivity?** The project will enhance the roadway network between Prince William, Loudoun, and Fairfax Counties. The project will directly improve connectivity between several MWCOG Activity Centers, specifically Centreville and Yorkshire, City of Manassas, and

Manassas Park. These improvements, combined with improvements at the I-66 interchange, will facilitate access to Washington Dulles International Airport, Reston, Herndon, and beyond.

**How will the project improve bicycle and pedestrian travel options?** The project scope includes bicycle and pedestrian shared-use pathways, which will connect to the regional network, and are currently sparse and/or non-existent. This project will provide bicycle and pedestrian amenities included in the County's Bicycle Master Plan.

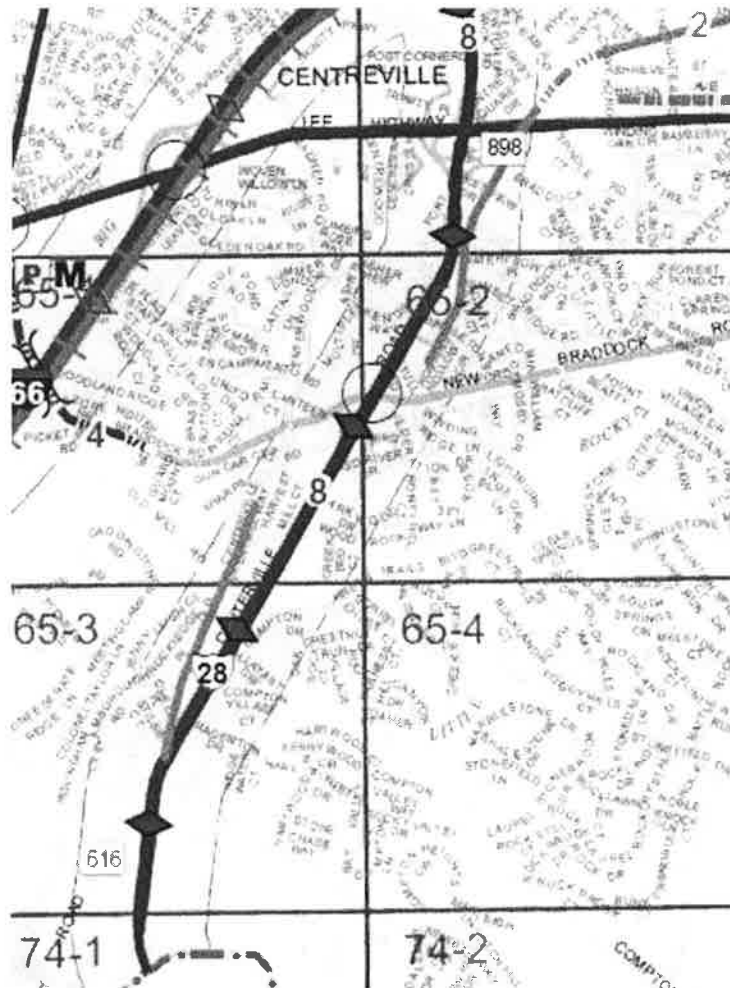
**How will the project improve the management and operation of existing facilities through technology applications?** N/A

### Additional Information in Support of This Project

Route 28 Corridor Safety and Operations Study (VDOT) -

[http://www.virginiadot.org/projects/northernvirginia/route\\_28\\_corridor\\_study.asp](http://www.virginiadot.org/projects/northernvirginia/route_28_corridor_study.asp)

Final Report - [http://www.virginiadot.org/Route\\_28\\_Safety\\_and\\_Operational\\_Study\\_Final\\_Report.pdf](http://www.virginiadot.org/Route_28_Safety_and_Operational_Study_Final_Report.pdf)



**APPENDIX B-PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Route 28 Widening: Prince William County Line to Route 29  
 Recipient Entity: Fairfax County  
 Project Contact Information: Jim Beall; James.Beall@FairfaxCounty.gov; (703) 877-5673

<b>NVTA Use:</b>	
Date Received:	_____
Funding Program:	_____
Project #:	_____
Ledger Account #:	_____
Revision Date:	_____
Recvd Certificate of Ins:	_____

**TABLE B-1 PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds ( For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	
Preliminary Engineering	\$ 7,521,000	\$ 2,521,000	\$ 5,000,000	\$5M NVTA FY15/16 Program;
Right-of-Way Acquisition	\$ 10,786,000	\$ 2,479,000	\$ 8,307,000	\$3.076 FY17 Rev Shrg; \$5.231M FY17-21 HB2
Construction	\$ 50,522,000		\$ 50,522,000	\$27.599M FY17-21 HB2; \$4.5M FY18 Rev Shrg Req; \$18.423 NVTA FY18-23 Req;
Capital Asset Acquisitions				
Other				
<b>Total Estimated Cost</b>	<b>\$ 68,829,000</b>	<b>\$ 5,000,000</b>	<b>\$ 63,829,000</b>	

**TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY**

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Study						
Preliminary Engineering	\$ 1,260,500	\$ 1,260,500				
Right-of-Way Acquisition		\$ 2,479,000				
Construction						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 1,260,500</b>	<b>\$ 3,739,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY**

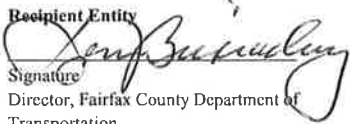
Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July						
August						
September		\$ 619,750				
October						
November						
December		\$ 1,880,250				
January						
February						
March		\$ 619,750				
April						
May						
June	\$ 1,260,500	\$ 619,750				
<b>Total per Fiscal Year</b>	<b>\$ 1,260,500</b>	<b>\$ 3,739,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity  
 Signature:   
 Director, Fairfax County Department of Transportation  
 Title: 12/15/16

Northern Virginia Transportation Authority  
 Signature: \_\_\_\_\_  
 NVTA Executive Director  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Northern Virginia Transportation Authority  
 Signature: \_\_\_\_\_  
 NVTA Chief Financial Officer  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Date  
Tom Biesiadny  
 Print name of person signing

## 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 NVTA 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 NVTA 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 NVTA 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 NVTA 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 NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA'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 NVTA 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).

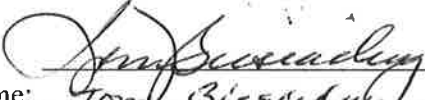
"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. 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: Tom Biesradsky  
Title: Director, Department of Transportation  
Date: 12/20/16

**FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, December 6, 2016, at which meeting a quorum was present and voting, the following resolution was adopted.

**AGREEMENT EXECUTION RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Standard Project Agreement with the Northern Virginia Transportation Authority for the funding of the Route 28 Widening (Prince William County Line to Route 29) project.

Adopted this 6<sup>th</sup> day of December 2016, Fairfax, Virginia

ATTEST:



Catherine A. Chianese  
Clerk to the Board of Supervisors

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Parrish, Chair, Finance Committee

**DATE:** January 6, 2017

**SUBJECT:** IRS Section 125 Premium Only Plan

---

- 1. Purpose:** Seek Northern Virginia Transportation Authority (NVTa) approval of proposed IRS Section 125 Premium Only Plan. This plan permits the Authority to treat certain employee contributions for health and life insurance costs on a pre-tax basis. This treatment reduces the income tax obligations of the Northern Virginia Transportation Authority and its employees. The Finance Committee has reviewed and recommends approval of the plan adoption and the services of ADP.
- 2. Suggested Motion:** *I move Authority approval of the ADP Premium Only Plan IRS Section 125 Compliance Service with resolution and authorize the Chief Financial Officer to sign related service documents.*
- 3. Background:**
  - a. The Internal Revenue Service in IRS Section 125 permits the treatment of employee costs for health and life insurance on a pretax basis if a Premium Only Plan is in place and certain record keeping and verification processes are established and followed.
  - b. Authority Life and Health Insurance benefits were established with the understanding that staff would be covered under the Commonwealth's Premium Only Plan. Recent conversations with the Commonwealth indicate it is more prudent for the Authority to establish its own plan.
  - c. The Authority uses ADP as a payroll service provider. The ADP services cover all other aspects of current payroll processing, direct deposit, employee deductions as well as Federal and State income tax preparations and payments.
  - d. ADP offers a service for compliance with IRS Section 125 related to Premium Only Plans for an annual cost of \$350.00.
  - e. Use of the Premium Only Plan Service will allow health and life insurance to continue to be treated on a pretax basis.
  - f. The estimated cost of Authority staff resources which would be needed to develop and maintain a plan greatly exceed the \$350 annual fee charged by ADP.

**Attachments:** ADP – Premium Only Plan (POP) Service Agreement and Resolution



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**RECORD OF ADOPTION OF THE PREMIUM ONLY PLAN  
FOR THE EMPLOYEES OF**

**Northern Virginia Transportation Authority**

**(Name of Employer)**

By signing this Record of Adoption, the Employer approves and adopts the terms of the above-named Plan as stated in the Premium Only Plan document and Plan Highlights and acknowledges that the adoption is in accordance with applicable governing law. A copy of the current Premium Only Plan document and current Plan Highlights is attached to this Record of Adoption and incorporated herein by reference.

1/12/2017  
\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME)

Chief Financial Officer  
\_\_\_\_\_  
(TITLE)



**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**RESOLUTION 17-02**

**ADOPTION OF THE NORTHERN VIRGINIA TRANSPORTATION  
AUTHORITY PREMIUM ONLY PLAN**

**WHEREAS**, the Sponsor desires to adopt the above-named Plan, which includes the attached Premium Only Plan document and accompanying Plan Highlights, for the benefit of its eligible employees.

**NOW THEREFORE**, be it hereby:

**RESOLVED**, that the Plan is hereby adopted in substantially the form attached hereto effective as of January 12, 2017, as a cafeteria plan to be maintained by the Sponsor pursuant to Section 125 of the Internal Revenue Code; and be it

**FURTHER RESOLVED** that the proper individuals (s) as authorized by the Sponsor be and hereby are authorized and directed to take such action and to execute such documents as may be deemed necessary to effectuate the above resolution and to direct counsel to take such action as may be necessary to satisfy any applicable requirements of law.

**IN WITNESS WHEREFORE**, these resolutions have been adopted by the Northern Virginia Transportation Authority, on this 12<sup>th</sup> day of January, 2017.

**BY:** \_\_\_\_\_  
Chairman

**ATTEST:** \_\_\_\_\_  
Clerk





# PREMIUM ONLY PLAN

## PLAN DOCUMENT

### SECTION 1

#### PRELIMINARY MATTERS

- 1.1 Form.** The Premium Only Plan (“POP”) is set forth in this document, the accompanying Plan Highlights which is incorporated herein by reference and made a part hereof, and any amendments to these documents.
- 1.2 Plan Purpose.** This Plan is designed and intended to qualify as a cafeteria plan under Code Section 125, and is to be interpreted in a manner consistent with Code Section 125. The sole purpose of this Plan is to provide Participants with the opportunity to elect to receive taxable compensation or to pay their share of premiums for various Eligible Benefits on a pre-tax basis.

### SECTION 2

#### DEFINITIONS

- 2.1 “Accidental Death and Dismemberment Insurance”** means any policy or program of accidental death and dismemberment insurance coverage offered or maintained by the Sponsor or a Participating Affiliate.
- 2.2 “Affiliate”** means any corporation, partnership or other entity with which the Sponsor constitutes a controlled group of corporations, a group of trades or businesses (whether or not incorporated) under common control or an affiliated service group as defined under Code Sections 414 (b), (c), (m), (n) or (o).
- 2.3 “Child”** means any child of a Participant described in Code Section 152(f)(1) who has not attained age 27 as of the end of the Participant’s taxable year.
- 2.4 “Code”** means the Internal Revenue Code of 1986, as may be amended from time to time. Reference to a specific provision of the Code shall include such provision and any valid regulation promulgated thereunder, or corresponding provision of any successor revenue law thereto.
- 2.5 “Dental Insurance”** means any policy or program of dental insurance coverage offered or maintained by the Sponsor or a Participating Affiliate.
- 2.6 “Dependent”** means (1) any person who is a dependent of a Participant within the meaning of Code Section 152, determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof and (2) a Participant’s Child.
- 2.7 “Disability Insurance”** means any policy or program of long-term disability insurance coverage offered or maintained by the Sponsor or a Participating Affiliate.
- 2.8 “Effective Date”** means the day the Plan begins as stated in the Plan Highlights. Notwithstanding the foregoing, the Plan may not be effective prior to the date the Plan is adopted. The effective date of an amendment and restatement of an existing Plan shall be the date stated in the Plan Highlights but shall be no earlier than the date the amended and restated Plan is adopted.
- 2.9 “Eligible Benefits” or “Benefits”** means the benefits permitted under Code Section 125(f) and the regulations thereunder, including (but not necessarily limited to) Health Insurance, Dental Insurance, Vision Insurance, Accidental Death and Dismemberment Insurance, Disability Insurance and Life Insurance as listed in the Plan Highlights and which are more fully described in separate written documents. Notwithstanding the preceding sentence, Eligible Benefits for purposes of the Plan shall be limited to those benefits supported under the Service Provider’s POP program.

- 2.10** **“Employee”** means a person who performs services for the Sponsor or Participating Affiliate and receives compensation for his services other than a pension, retirement allowance, retainer or fee under contract. Such persons may include persons who are common law employees, leased employees described in Code section 414(n) or full-time life insurance salesmen defined in Code section 7701(a)(20). Person who act only as directors or independent contractors are not Employees, although persons who serve in a dual status (i.e., persons performing services both as an employee and as a director or independent contractor) are Employees to the extent they serve in an employee capacity. Persons who are sole proprietors, partners owning an interest in a partnership, 2% shareholders (as defined in Code Section 1372(b)) of an S corporation or owners of a pass-through entity (such as a limited liability company) are not Employees. If an individual is not considered to be an employee of the Sponsor or Participating Affiliate in accordance with the preceding sentences for a Plan Year, a subsequent determination by the Sponsor, Participating Affiliate, any governmental agency or court that the individual is an employee of the Sponsor or Participating Affiliate, even if such determination is applicable to a prior Plan Year, will not have a retroactive effect for purposes of eligibility to participate in the Plan.
- 2.11** **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and corresponding provisions of future laws. Reference to a specific provision of ERISA shall include such provision and any valid regulation promulgated thereunder.
- 2.12** **“Health Insurance”** means any policy or program of group health insurance coverage offered or maintained by the Sponsor or a Participating Affiliate that is a qualified benefit within the meaning of Code Section 125(f).
- 2.13** **“Highly Compensated Individual or Participant”** means any individual or Participant who is a Highly Compensated Individual or a Highly Compensated Participant as defined under Code Section 125.
- 2.14** **“Key Employee”** means any Employee who is a key employee of the Sponsor or a Participating Affiliate within the meaning of Code Section 416(i)(1) at any time during the preceding Plan Year.
- 2.15** **“Life Insurance”** means any policy or program of group term life insurance coverage offered or maintained by the Sponsor or a Participating Affiliate.
- 2.16** **“Participant”** means any Employee who meets the requirements for participation specified in Article 3.
- 2.17** **“Participating Affiliate”** means an Affiliate that adopts the Plan in accordance with Section 8.3.
- 2.18** **“Plan”** means the Premium Only Plan (“POP”) set forth in this document and the accompanying Plan Highlights, as amended from time to time.
- 2.19** **“Plan Administrator”** means the Sponsor of the Plan, unless otherwise designated by the Sponsor in the Plan Highlights.
- 2.20** **“Plan Highlights”** means the accompanying document, which is incorporated into the Plan by reference and made a part hereof, which sets forth specific features of the Plan as specified by the Sponsor.
- 2.21** **“Plan Year”** means a twelve (12) consecutive month period that commences and ends on a date selected by the Sponsor and set forth in the Plan Highlights. The Plan Year is also the period of coverage for each Eligible Benefit specified in the Plan Highlights for purposes of the requirements of Code Section 125. A Sponsor may specify a short Plan Year of less than twelve (12) consecutive months in the Plan Highlights, or change a Plan Year to a different twelve (12) consecutive month period than the initial Plan Year specified in the Plan Highlights, but only if the specification of a short Plan Year or a change to a Plan Year is made for a valid business purpose and is otherwise permitted under Code Section 125.
- 2.22** **“Salary Conversion Amount”** means the portion of a Participant's compensation reserved for the payment of Eligible Benefits under the Plan for a Plan Year.



- 2.23 **“Service Provider”** means ADP, LLC, or any subsidiary or division thereof which has contracted with the Sponsor to provide plan documentation and related services in connection with the Plan, and any successor in interest thereto.
- 2.24 **“Sponsor”** means the employer identified in the Plan Highlights. “Sponsor” also means any successor entity assuming the obligations created in this Plan. Solely for purposes of nondiscrimination testing under Code Section 125, the Sponsor shall include all entities that are treated as an Affiliate.
- 2.25 **“Vision Insurance”** means any policy or program of vision insurance coverage offered or maintained by the Sponsor or a Participating Affiliate.

## S E C T I O N 3

### PARTICIPATION

- 3.1 **Eligibility Requirements.** An Employee shall be eligible to participate in the Plan if he meets the eligibility requirements specified in the Plan Highlights. If this Plan is an amendment and restatement of an existing plan, any Employee who was a participant in the existing plan shall continue to be eligible to participate in the Plan. Persons who are not Employees are not eligible to participate in the Plan.
- 3.2 **Participation Date and Initial Election.** An eligible Employee shall become a Participant in the Plan effective as of the later of the date on which he satisfies the requirements of Section 3.1 or the Effective Date of the Plan. Each eligible Employee shall be required to sign and complete an election form in accordance with the provisions of Section 5.1 prior to commencing participation in the Plan. Participation shall commence on the participation commencement date specified in the Plan Highlights, which date shall not be retroactive to any date prior to the date the eligible Employee becomes a Participant; provided, however, that the participation commencement date may be retroactive to the date of hire for a newly-hired eligible Employee (other than an Employee who is rehired within 30 days after terminating employment or an Employee who returns to employment after an unpaid leave of absence of less than 30 days) if such Employee signs and completes the election form required by Section 5.1 within 30 days after his date of hire.
- 3.3 **Duration of Participation.** Except as otherwise provided in Sections 4.4, 5.2, and 7.2 of this Plan, an eligible Employee shall continue as a Participant so long as he remains in the employment of the Sponsor or Participating Affiliate and continues to meet the eligibility requirements of Section 3.1.
- 3.4 **Reinstatement of Participant.** A former Participant will again become a Participant if and when he meets the eligibility requirements of Section 3.1 and, if terminated and rehired within the same Plan Year, may make a new election hereunder for the remainder of the Plan Year in accordance with Section 5 of this Plan. Notwithstanding the previous sentence, if a former Participant is rehired within a period of time specified by the Plan Administrator in its administrative rules and procedures and within the same Plan Year as the initial termination of employment, the former Participant, upon satisfaction of the eligibility criteria of Section 3.1, may not make a new enrollment election hereunder for the remainder of the Plan Year and the Sponsor or Participating Affiliate, as applicable, shall reinstate such Participant’s coverage elections that were in effect immediately prior to termination of employment.

## S E C T I O N 4

### CONTRIBUTIONS AND BENEFITS

- 4.1 **Salary Conversion Election.** Each Participant may elect to receive full payment of compensation in cash or to apply a portion of compensation toward the payment of premiums for Eligible Benefits for the Participant or the Participant’s spouse or Dependent. A Participant’s salary conversion election shall be effective only for compensation that is not currently available to the Participant. Upon receipt of a Participant’s salary reduction election, the Sponsor or Participating Affiliate, as applicable, shall reduce the Participant’s future compensation for the Plan Year by an amount determined based upon the Participant’s election of Eligible Benefits. Except as provided in Section 5, any election for Eligible Benefits shall be effective for the Plan Year to which such election relates.

- 4.2 **Maximum Salary Conversion Amount.** The total amount of compensation eligible for conversion in any one Plan Year shall not exceed the total cost of Benefits available under the Plan with respect to that Participant. Employees who become eligible to participate in the Plan on a date other than the first day of the Plan Year shall be eligible to convert an amount of compensation equal to the maximum Salary Conversion Amount times a fraction, the numerator of which will be the number of full months remaining in the Plan Year and the denominator of which will be twelve. The maximum Salary Conversion Amount available to Participants receiving insurance benefits through the Plan shall be increased by the amount of any increase in the cost of such insurance benefits occurring during the Plan Year.
- 4.3 **Forfeitability of Contributions.** Any salary conversion amounts made by a Participant for Eligible Benefits shall not be returned to the Participant, provided, however, that notwithstanding the foregoing, such payments may be returned to the extent they result from a processing error by the Sponsor, a Participating Affiliate, the Service Provider or a third-party carrier.
- 4.4 **Termination of Contributions.** If a Participant fails to make any contributions required to pay for a Benefit he has elected, the Plan Administrator shall terminate provision of the Benefit to the Participant unless other arrangements have been made with the Participant. The Participant may renew election of the terminated Benefit at the beginning of the Plan Year following termination of the Benefit, provided that he satisfies the eligibility requirements of Section 3.1 and 3.2 for the new Plan Year.
- 4.5 **Eligible Benefits.** Notwithstanding that a Participant's Salary Conversion Amounts may be used to pay premiums under this Plan for one or more of the Eligible Benefits set forth in the Plan Highlights, said Benefits will not be provided by this Plan but by the specific Benefit plan made available by the Sponsor and Participating Affiliates and elected by the Participant. Any insurance benefits payable to Participants are described in the contracts or policies issued by the insurance companies or, with respect to a self-insured arrangement, described in the plan document governing said arrangement.
- (a) The Plan provides only for payment of premiums for the Eligible Benefits selected by Participants. Actual terms of the insurance coverage are separately and exclusively governed by the insurance policies or the plan document in the case of a self-insured arrangement.
  - (b) The Sponsor and Participating Affiliates do not guarantee payment of any claims arising for benefits under the insurance policies, or plan document, as the case may be, nor does eligibility under the Plan guarantee that Participants will satisfy any insurer's requirements for eligibility to receive insurance.
  - (c) If premium costs change during the Plan Year, a revised schedule of premium costs will be distributed.
- 4.6 **No Deferred Compensation.** At no time shall this Plan permit a Participant to defer the receipt of compensation or benefits from one Plan Year to another Plan Year, except as expressly permitted by Code Section 125.

## SECTION 5

### ELECTION PROCEDURES

- 5.1 **Initial Elections.** The Plan Administrator shall coordinate initial elections by making election forms available to newly eligible Employees as they become eligible or at such earlier time as the Plan Administrator deems appropriate. The election form shall permit an eligible Employee to elect Eligible Benefits, and the eligible Employee must complete, sign and return the form to the Plan Administrator. If the Employee returns the election form before his effective date of participation pursuant to Section 3.2, the election shall be effective on his effective date of participation. If the Employee returns the election form within 30 days after his effective date of participation, the election shall be effective on the first day of the first pay period following the later of his effective date of participation or the date the election form is received by the Plan Administrator. The previous sentence notwithstanding, if the Plan Highlights specifies a participation commencement date that is retroactive to the date of hire for a newly-hired Eligible Employee (other than an Employee who is rehired within 30 days after terminating employment or an Employee who returns to

employment after an unpaid leave of absence of less than 30 days) who returns the election form within 30 days after his date of hire, the election shall be effective retroactive to such Employee's date of hire. If an Employee fails to return a completed initial election form within 30 days after the participation commencement date, the Employee's failure to make an election is governed by Section 5.6. Notwithstanding the foregoing, if this Plan is an amendment and restatement of a previously existing plan, the Plan Administrator may but need not obtain re-executed election forms from current Participants reaffirming their election to participate if the Plan Administrator determines in its discretion that the enrollment forms currently in effect at the time of said amendment and restatement are consistent with the terms of this Plan. Except as otherwise provided in Section 5, an initial election shall be irrevocable for the remainder of the Plan Year to which such election relates.

**5.2 Annual Elections.** The Plan Administrator shall coordinate annual elections by making election forms available to each eligible Employee and Participant approximately 30 days prior to the beginning of each Plan Year, or during such earlier time as the Plan Administrator may prescribe. The election form shall permit an eligible Employee to elect Eligible Benefits, and shall permit a Participant to change or revoke a prior election of Eligible Benefits. All election forms must be completed and returned on or before the date specified by the Plan Administrator for making annual elections. An eligible Employee's or Participant's annual election shall be effective on the first day of the Plan Year following the date specified by the Plan Administrator for making annual elections. If an Employee fails to return a completed annual election form on or before the date specified by the Plan Administrator, the Employee's failure to make an election is governed by Section 5.6. Except as otherwise provided in this Section 5, an annual election shall be irrevocable for the remainder of the Plan Year to which such election relates.

**5.3 Change in Status.** A Participant may change or revoke an election during the Plan Year if the Participant experiences an event as described in Section 5.4 below, including a Change in Status, and such change or revocation satisfies the consistency requirements of Section 5.4. Any permissible change or revocation must be made in the manner prescribed by the Plan Administrator within a reasonable period of time as established by the Plan Administrator following the date of the Change in Status or other event. For purposes of this Plan, a "Change in Status" shall mean any of the following events:

- (a) The Participant's marriage, death of the Participant's spouse, divorce, legal separation, or annulment;
- (b) Birth, death, adoption, or placement for adoption of a Dependent with a Participant;
- (c) A change in the employment status of the Participant or the Participant's spouse or Dependent(s), including termination or commencement of employment, strike or lockout, beginning or returning from an unpaid leave of absence, and a change in worksite that requires a change in elections under an underlying Benefit. In addition to the foregoing, if eligibility for a cafeteria plan (including this Plan) or other benefit plan of the Sponsor or Participating Affiliate or the employer of the Participant's spouse or Dependent, depends on such an individual's employment status and a change in the individual's employment status causes the individual to gain or lose eligibility under such plan, that change will constitute a change in employment under this Section 5.3(c);
- (d) Events that cause the Participant's Dependent(s) to satisfy or cease to satisfy eligibility requirements for coverage under a Benefit plan on account of attainment of age, student status, or any similar circumstances specified in the applicable Benefit plan;
- (e) A change in residence by the Participant, the Participant's spouse, or the Participant's Dependent(s); and
- (f) Any other events, determined in the sole discretion of the Plan Administrator, to be a Change in Status under any regulation, ruling, release or statement issued under Code Section 125.

**5.4 Events Permitting a Mid-Plan Year Election Change.** Notwithstanding the irrevocability requirements of Sections 5.1 and 5.2 of this Plan, a Participant may change an election during a Plan Year under the circumstances and in the manner described below.

- (a) Change in Status. If a Participant experiences a Change in Status, as defined in Section 5.3, the Participant may make a new election as long as that election is consistent with the Change in Status. A new election is consistent with a Change in Status if, as determined in the sole discretion of the Plan Administrator, the election change is on account of and corresponds with a Change in Status that affects eligibility for Eligible Benefits or benefits under the plan of a

Dependent's or Participant's spouse's employer. In addition, the following special consistency requirements must be satisfied, if applicable:

- (i) Loss of Spouse or Dependent Eligibility. If the Change of Status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, a Participant's mid-year election options are limited to canceling accident or health insurance coverage (as defined in Section 5.4(k)(i) below) for the spouse involved in the divorce, annulment or legal separation, the deceased spouse or Dependent, or the Dependent that ceased to satisfy the eligibility requirements for coverage. No other election is consistent with such a Change in Status, provided that if a Participant or his spouse or Dependent becomes eligible for continuation coverage under a plan maintained by the Sponsor or a Participating Affiliate as provided in Code Section 4980B (COBRA) or any similar state law, the Participant may increase his pre-tax election to pay for the continuation coverage for himself, his spouse or Dependent, as applicable.
  - (ii) Coverage Under Another Employer's Plan. If a Participant or his spouse or Dependent gains eligibility for coverage under another cafeteria plan or underlying benefit plan funded by a cafeteria plan due to a change in the Participant's marital status or a change in employment status of the Participant, his spouse or Dependent, a Participant's election under this Plan to cease or decrease coverage for that individual corresponds with that Change in Status only if coverage for that individual goes into effect or is increased under the other plan.
- (b) Significant Curtailment of Coverage. If coverage offered to a Participant or Participant's spouse or Dependent is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections for such coverage under the Plan. Each such affected Participant may make a new election prospectively for "similar coverage" under another plan, if any, that is made available for the remainder of the Plan Year. Such an election is to be made within a reasonable period of time as established by the Plan Administrator after the coverage is significantly curtailed or ceases. Coverage is deemed to be significantly curtailed only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally. In all events, the Plan Administrator will determine in its sole discretion and in accordance with prevailing Internal Revenue Service guidance whether a curtailment is "significant" and whether other coverage is "similar coverage."
  - (c) Medicare/Medicaid Entitlement. If a Participant or a Participant's spouse or Dependent who is enrolled in a Sponsor's or Participating Affiliate's accident or health plan (as defined in Section 5.4(k)(i) below) becomes entitled to Medicare or Medicaid (other than coverage consisting solely of pediatric vaccine benefits under Section 1982 of the Social Security Act), the Participant may make a prospective election change to cancel or reduce coverage for the Participant or his spouse or Dependent, as applicable, under the Plan. In addition, if a Participant or his spouse or Dependent who has been entitled to such coverage under Medicare or Medicaid loses eligibility for such coverage, the Participant may make a prospective election change to commence or increase coverage of that Participant, spouse or Dependent under a Sponsor's or Participating Affiliate's accident or health plan. An election change is to be made within a reasonable period of time as established by the Plan Administrator after the event described in this Section 5.4(c).
  - (d) Judgment, Decree or Order. If a Sponsor or Participating Affiliate is in receipt of a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody, including a qualified medical child support order (as defined in Section 609 of ERISA) with respect to a Dependent child or Dependent foster child of a Participant, and if such a court order requires accident or health coverage (as defined in Section 5.4(k)(i) below) for a Participant's Dependent child or Dependent foster child, the Plan Administrator shall change the Participant's election under the Plan to comply with the order. Specifically, a Participant may (i) change his or her election to provide coverage for the Dependent child or Dependent foster child if the order requires the Participant to provide coverage; or (ii) change his or her election to revoke coverage for the Dependent child or Dependent foster child if the order requires the Participant's spouse, former spouse or other individual to provide coverage for such child and that coverage is provided.
  - (e) Addition, Significant Improvement, or Elimination of Option. If a Sponsor or Participating Affiliate

adds or eliminates a benefit package option (as defined in Section 5.4(k)(ii) below) or other coverage option, or significantly improves coverage under an existing benefit package option or other coverage option, during a Plan Year, affected Participants or, if applicable, Employees who are otherwise eligible to participate in the Plan, may prospectively elect the newly-added or significantly improved option, or elect another option if an option has been eliminated, and make corresponding election changes with respect to other benefit package options providing similar accident or health coverage, subject to the terms of the underlying coverage. The Plan Administrator will determine in its sole discretion whether a benefit or coverage option has been added or significantly improved. An election change is to be made within a reasonable period of time as established by the Plan Administrator after the event described in this Section 5.4(e).

- (f) Change in Cost of Coverage. If the cost of any coverage payable by a Participant under a qualified benefits plan maintained by a Sponsor or Participating Affiliate is increased (or decreased) during the Plan Year, the compensation reduction amount of each Participant shall be automatically adjusted consistent with such change in required costs. If the cost of coverage payable by a Participant under the Plan for a benefit package option significantly increases (or significantly decreases), as determined by the Plan Administrator in its sole discretion, a Participant may make a corresponding prospective change in his election under the Plan or revoke an existing election and, in lieu thereof, receive on a prospective basis coverage under another coverage option, if any, providing similar coverage. The Plan Administrator, in its sole discretion, shall determine whether a benefit or benefit coverage provides “similar coverage” and whether a cost increase or decrease is “significant.”
- (g) Change in Coverage of Spouse or Dependent Under Other Employer’s Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Sponsor or a Participating Affiliate or a plan of the Participant’s spouse’s, former spouse’s, or Dependent’s employer) if:
  - (i) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would otherwise be permitted under proposed or final Internal Revenue Service regulations under Code Section 125 (disregarding the provisions described in this Section 5.4(g)); or
  - (ii) the Plan’s Plan Year is different from the period of coverage under the other cafeteria plan or qualified benefits plan.

The Plan Administrator will determine in its sole discretion and in accordance with IRS guidance whether a Participant’s elected change is on account of and corresponds with the foregoing. An election change is to be made within a reasonable period of time as established by the Plan Administrator after the event described in this Section 5.4(g).

- (h) Special Enrollment Rights. If a Participant or his spouse or Dependent is entitled to special enrollment rights under a group health plan in accordance with Code Section 9801(f), a Participant may revoke a prior group health coverage election and make a new election that corresponds with such special enrollment right to the extent required by Code Section 9801 (and the regulations and other guidance issued thereunder). As required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), a special enrollment right will arise if:
  - (i) The Participant or his spouse or Dependent declined to enroll in group health plan coverage because he had other coverage, and eligibility for the other coverage is terminated due to: (A) exhaustion of the maximum period of COBRA coverage, if the other coverage was COBRA coverage, or (B) the loss of eligibility for the coverage or employer contributions for the coverage were terminated, if the other coverage was not COBRA coverage (provided, however, that a mid-year election change pursuant to this subsection must be elected not later than 30 days after the event giving rise to the special enrollment right);

- (ii) The Participant acquires a new spouse or Dependent as a result of marriage, birth, adoption, or placement for adoption. An election to add previously eligible Dependents due to acquisition of a new spouse or Dependent child shall be deemed consistent with the special enrollment right. An election change on account of a HIPAA special enrollment right resulting from birth, adoption, or placement for adoption of a new Dependent child may be effective retroactively by up to 30 days to the date of birth, adoption, or placement for adoption, subject to the provisions of the underlying group health plan; or
  - (iii) The Participant or a Dependent is covered under a State Medicaid or State Children's Health Insurance Plan and that coverage is terminated due to a loss of eligibility for such coverage, or the Participant or a Dependent becomes eligible for State premium assistance under a State Medicaid or State Children's Health Insurance Plan. An election change on account of a HIPAA special enrollment right resulting from these events must be elected not later than 60 days after the event that creates the special enrollment right.
- (i) Loss of Other Group Health Coverage. A Participant may prospectively change his election to add group health coverage for the Participant or his spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701(a)(40)), the Indian Health Service or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms of the applicable benefit package option.
  - (j) Other Permitted Election Changes. In addition to the foregoing, a Participant shall be permitted to change his elections under the Plan to the extent the Plan Administrator determines that such change is consistent with the Code and with regulations, rulings, releases and other guidance issued under the Code.
  - (k) Definitions.
    - (i) "Accident or health coverage" means coverage under an accident or health plan as defined in Code Section 105 and its underlying regulations, including, but not limited to, Accidental Death and Dismemberment Insurance, Dental Insurance, Disability Insurance, Health Insurance; Life Insurance; or Vision Insurance as elected in the Plan Highlights.
    - (ii) "Benefit package option" means an Eligible Benefit or Benefit as defined in Section 2.9 above or an option for coverage under an underlying accident or health plan (for example, an indemnity, HMO, or PPO option under an accident or health plan).

**5.5 Nondiscrimination Requirements.** The Plan Administrator may in its sole and absolute discretion take any actions that it deems appropriate to ensure compliance with all applicable non-discrimination requirements and all applicable limitations on Benefits provided to Key Employees or Highly Compensated Individuals or Participants. These actions may include without limitation the modification of elections by Key Employees and Highly Compensated Individuals or Participants with or without their consent.

**5.6 Failure to Make Elections.** An eligible Employee who fails to return a completed election form to the Plan Administrator on or before the date specified for making an initial election under Section 5.1 shall be deemed to have elected to receive his compensation in cash. A Participant who fails to return a completed election form to the Plan Administrator on or before the specified date for making an annual election for a subsequent Plan Year under Section 5.2 shall be deemed to have (a) reelected the same Benefit coverages, if any, in effect for the Participant just prior to the end of the preceding Plan year and (b) agreed to convert the Participant's compensation for the subsequent Plan year equal to the Participant's share of premiums during such Plan Year for the Benefit coverages.

**5.7 Automatic Termination of Election.** Elections made under this Plan (or deemed to be made under Section 5.6 shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under the underlying health benefit plan may continue if and to the extent provided by such plan. Salary reductions under this Plan shall terminate as of the last payroll date prior to the Participant's transfer to an employment classification that causes him to be ineligible to participate in the Plan or receive Eligible Benefits.

- 5.8 Family and Medical Leave Act.** If a Participant is on an unpaid leave of absence pursuant to the Family and Medical Leave Act (FMLA), the Participant shall be allowed to continue participation in the Plan in any manner consistent with Internal Revenue Service Regulations including, without limitation, (a) the prepayment of premiums;
- (b) payment during the term of the Participant's FMLA leave on the same schedule as payments would be made if the Participant were not on leave; or (c) under any system voluntarily agreed to by the Participant and the Sponsor or Participating Affiliate, as applicable, that is not inconsistent with said Regulations.
- 5.9 Unpaid (Non-FMLA) Leave of Absence.** The Participant's commencement of, and subsequent return from, an approved unpaid leave of absence shall each be treated as a Change in Status. An authorized leave of absence granted by the Sponsor or Participating Affiliate, as applicable, pursuant to which the Employee, in accordance with the Sponsor's or Participating Affiliate's employment policies and procedures, may continue participation in the Benefits will not interrupt participation in the Plan. In the absence of any employment policies or procedures permitting continued participation in the Plan, a Participant shall cease participation in the Plan upon commencement of an unpaid (non-FMLA) leave of absence. If the Sponsor's or Participating Affiliate's employment policies and procedures permit continued participation in the event of an approved unpaid leave of absence, the Participant may, upon commencing an approved unpaid (non-FMLA) leave of absence, choose either to continue participation in the Plan, on a pre-tax or an after-tax basis, or to terminate coverage under the Plan. If the Participant elects to continue coverage on a pre-tax basis while on an unpaid leave of absence, the Participant will be required to pay the cost of coverage during the leave in such manner as determined by the Sponsor or Participating Affiliate, as applicable, which may include, but is not necessarily limited to, the prepayment of premiums. On return to active employment, a Participant who terminated coverage under the Plan may be treated as incurring a Change in Status and such Participant shall be allowed to make a new election under the Plan in accordance with the Change in Status provisions of the Plan.

## S E C T I O N 6

### PLAN ADMINISTRATION

- 6.1 Plan Administrator.** The Plan Administrator is the named fiduciary with full authority and responsibility to control and manage the operation and administration of the Plan. The Plan is subject to contract administration.
- 6.2 Powers.** The Plan Administrator shall have the exclusive right and discretion to interpret the Plan (but not to modify or amend the Plan) and to decide any and all questions arising in the administration, interpretation and application of the Plan. The Plan Administrator shall establish whatever rules it finds necessary for the operation and administration of the Plan. The decisions of the Plan Administrator or its action with respect to the Plan shall be conclusive and binding upon all persons having or claiming to have any right or interest in or under the Plan.
- 6.3 Claims Procedure.** Any claim which arises under an Eligible Benefit shall not be subject to review under this Plan, and the Plan Administrator's authority under Section 6.2 shall not extend to any matter as to which an administrator under any such other insurance plan is empowered to make determinations under such plan. Notwithstanding the foregoing, any residual claims under this Plan shall be subject to any claims procedures that may be established by the Plan Administrator or required by law.
- 6.4 Review Procedure.** Any person whose claim under this Plan has been denied may file a written appeal with the Plan Administrator within 90 days after receipt by the claimant of written notification of the denial. The claimant or his authorized representative may review any pertinent documents and submit any issues or comments to the Plan Administrator. The claimant and/or his authorized representative shall be afforded an opportunity to meet with the Plan Administrator for a full and fair review of the claim and the Plan Administrator's decision. The decision of the Plan Administrator on appeal will normally be made within 60 days of its receipt of a written appeal. The time for rendering a decision may be extended for an additional 60 days because of special circumstances by the Plan Administrator providing written notice of such extension to the claimant. The claimant shall be notified in writing of the decision of the Plan Administrator and the reasons therefore, including references to specific Plan provisions. If the claimant is not notified of the decision within 60 days (120 days under special circumstances) then the claim shall be deemed denied on appeal.
- 6.5 Information to be Furnished.** Participants shall provide the Plan Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

## SECTION 7

### AMENDMENT AND TERMINATION OF THE PLAN

#### 7.1 Amendment.

- (a) The Service Provider may amend any part of the Plan at any time, including, without limitation, retroactive amendments necessary to ensure that the Plan meets or continues to meet the requirements of Code Section 125, regulations, revenue rulings, and any other guidelines published by the Internal Revenue Service. The Service Provider shall provide written notice of any amendment to the Employer, so long as the Employer has engaged and retained the Service Provider to provide administrative services in connection with the Plan under a services agreement from time to time in effect; provided, however, that the Service Provider shall be under no obligation to amend the Plan or provide written notice of any amendment to the Sponsor after the termination of any such services agreement. The Service Provider may require a Sponsor to execute a new Plan Highlights and return it to the Service Provider when an existing POP is amended and restated by the Service Provider.
- (b) The Sponsor, acting through a duly authorized officer, partner or sole proprietor, as the case may be, may amend the Plan at any time, or from time to time by executing a new Plan Highlights. The previous sentence notwithstanding, the Sponsor's authority to amend the Plan shall be limited to those terms of the Plan that are unique to the Sponsor as specified in the Plan Highlights, including, but not limited to, eligibility, Eligible Benefits funded through the Plan and the Plan Year. Any amendment to the Plan adopted by the Sponsor shall be deemed to be an amendment to the Plan on behalf of the Sponsor and any Participating Affiliate. No amendment to the Plan adopted by the Sponsor shall be effective before the Sponsor has provided notification of said amendment to the Service Provider.
- (c) No amendment shall affect the rights of Participants to receive payment for Eligible Benefits incurred prior to the date the amendment is adopted.

7.2 **Termination.** The Plan is intended by the Sponsor to be a permanent program for the benefit of its Employees. The Sponsor nevertheless reserves the right to terminate the Plan, acting through duly authorized officer, partner or sole proprietor, as the case may be, at any time and for any reason. Such termination shall be effected by a written instrument executed by the Sponsor with the same formality as this instrument. The Sponsor shall provide written notice of the termination to the Service Provider. Termination of the Plan shall not affect the rights of Participants to receive payment for Eligible Benefits incurred prior to the date as of which the requisite action is taken by the Sponsor to terminate the Plan.

## SECTION 8

### MISCELLANEOUS

- 8.1 **No Employment Rights Conferred.** The adoption and maintenance of the Plan shall not be deemed to constitute a contract between the Sponsor or any Participating Affiliate and any Participant or to be a consideration for, or an inducement to or condition of, the employment of any person. Nothing herein contained shall be deemed to: (i) give to any Participant the right to be retained in the employment of the Sponsor or any Participating Affiliate, (ii) interfere with the right of the Sponsor or any Participating Affiliate to discharge any Participant at any time, (iii) give to the Sponsor or any Participating Affiliate the right to require any Participant to remain in its employment, or (iv) interfere with any Participant's right to terminate his employment with the Sponsor or any Participating Affiliate at any time.
- 8.2 **Treatment of Participant Contributions.** The Sponsor and Participating Affiliates shall have no right, title or interest in any Participant salary deferral contributions, whether or not placed in trust, nor shall any part of any trust established by a Sponsor or Participating Affiliates revert or be repaid to the Sponsor or Participating Affiliates, directly or indirectly.
- 8.3 **Participation in the Plan by an Affiliate.** With the consent of the Sponsor, any Affiliate may adopt the Plan by taking appropriately documented legal action. A Participating Affiliate may terminate its participation in the Plan or discontinue making contributions on behalf of its Employees to the Plan by appropriate written action as described in the preceding sentence.



- 8.4 Governing Law.** The Plan is governed by the Code and the Treasury regulations promulgated thereunder, but the Sponsor does not guarantee the favorable tax treatment sought by the Plan. To the extent not preempted by federal law, the provisions of the Plan shall be construed, enforced and administered according to the laws of the state or commonwealth of the Sponsor's principal office.
- 8.5 Gender and Number.** A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural.
- 8.6 Severability.** If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.
- 8.7 Indemnification of Sponsor by Participants.** If any Participant receives one or more payments under the Plan that are not for a permitted Benefit, the Participant shall indemnify and reimburse the Sponsor for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments. However, the amount of any required indemnification shall not exceed the additional federal and state income tax that the Participant would have owed if the payments had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.
- 8.8 Captions.** The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.



The ADP logo is a registered trademark of ADP, LLC.

## **AMENDMENT TO THE ADP PREMIUM ONLY PLAN DOCUMENT**

WHEREAS, pursuant to Section 7.1(a) of the ADP Premium Only Plan document, the Service Provider may amend the Premium Only Plan at any time; and

WHEREAS, the ADP Premium Only Plan was amended effective July 1, 2007 to add a Massachusetts Addendum that applied to, and provided special Plan provisions for, Massachusetts Sponsors to satisfy the requirements of Massachusetts General Laws, Chapter 151F, and regulations thereunder, which law required Massachusetts Sponsors to establish and maintain a cafeteria plan under Internal Revenue Code Section 125 to permit individuals to pay for health insurance on a pre-tax basis ("Section 125 premium only plan"); and

WHEREAS, Internal Revenue Code Section 125(f)(3), as added by the Patient Protection and Affordable Care Act of 2010, prohibits use of a Section 125 premium only plan by individuals who purchase individual health insurance on a state or federal Exchange or Marketplace, and

WHEREAS, Internal Revenue Service Notice 2013-54 prescribed guidance for Section 125 premium only plans regarding compliance with Code Section 125(f)(3) effective for plan years beginning on or after January 1, 2014, and

WHEREAS, the legislature of the Commonwealth of Massachusetts repealed Massachusetts General Laws, Chapter 151F on March 17, 2014, and

WHEREAS, based on the foregoing, the Service Provider believes it is appropriate to formally amend the ADP Premium Only Plan document to reflect such changes in the law;

NOW THEREFORE, effective for plan years beginning on or after January 1, 2014, the Premium Only Plan is hereby amended to delete the Massachusetts Appendix.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Parrish, Chair, Finance Committee

**DATE:** January 6, 2017

**SUBJECT:** Investment Safekeeping and Custody Service Agreement

---

1. **Purpose:** Seek Northern Virginia Transportation Authority (NVTA) approval of proposed Investment Safekeeping and Custody Service Agreement with BB&T. The Finance Committee was briefed on the competitive procurement process used and recommends approval to the NVTA.
2. **Suggested Motion:** *I move the Authority approval of the selection of BB&T for Investment Safekeeping and Custody Services and related FY2017 budget adjustment and authorize the Chief Financial Officer to sign related banking documents.*
3. **Background:**
  - a. Safekeeping and Custody services are a required element of the Investment Program and are necessary to enable Authority staff to comply with the Code of Virginia and the Authority's investment policy whenever NVTA staff purchases investment instruments.
  - b. The Authority's Custody Services contract will have safekeeping responsibilities for approximately \$600 million of Authority investments.
  - c. Investment earnings will increase when the Safekeeping and Custody Services agreement is engaged, as the infrastructure will be in place to shift from depository based investments to Treasuries, Agencies and other high grade options permitted in the Authority's Investment Policy.
  - d. A Request for Proposals (RFP) was issued with a proposal due date of October 21, 2016.
  - e. Notice of this open procurement was placed on the NVTA website and with the Commonwealth's eVA procurement notice system.
  - f. Six banks submitted proposals in response to the RFP.
  - g. Five banks were determined to have submitted responsive and responsible proposals eligible for consideration by the RFP evaluation team.
  - h. The RFP evaluation team consisted of:
    - i. NVTA's Chief Financial Officer
    - ii. NVTA's Investment and Debt Manager
    - iii. Loudoun County's Investment Officer
    - iv. Fairfax County's Investment Manager
  - i. The evaluation team met on October 31 and, based on initial reviews of the firms' technical proposals, the committee identified three responding firms with which to

enter the oral presentation/best and final offer negotiation stage of the procurement process.

- j. Oral interviews incorporating “best and final” proposals were held on Monday November 14, 2016. A single bank, BB&T, was unanimously selected by the RFP evaluation team as the preferred firm for the Investment Safekeeping and Custody Services contract award.
- k. On December 15, 2016, the Finance Committee recommended submission of the contract with BB&T to the Authority for its approval at the Authority’s January 2017 meeting.

**4. Negotiations.**

- a. In connection with the oral interviews, final negotiations with BB&T have resulted in an annual cost of \$25,000, and have incorporated satisfactory technical terms concerning processing of investment purchases, maturities, call and sale settlements.
- b. We believe these negotiations enabled us to identify the firm which provides the best combination of pricing and associated service levels.

**5. Next Steps**

- a. With the Authority’s approval, the contract with BB&T will be executed by the Chief Financial Officer.
- b. After the Authority approval and the contract execution, BB&T will then commence work as the Authority’s Investment Safekeeping and Custody service provider and support the Authority’s investment program. This will enable Authority staff to safely and legally purchase investment instruments which will noticeably improve the interest earned on the Authority’s available cash.
- c. A full year’s cost of this contract will be \$25,000; FY2018 will be the first year to incur the full year cost for this engagement, and the FY2018 (and thereafter) operating budgets will reflect this expense.
- d. The FY2017 cost is expected to be \$12,500 and can be absorbed within the FY2017 operating budget. This budget reallocation is possible as a result of the delay in the next bond issuance which will, in turn, defer bond counsel costs.
- e. With Authority approval, the FY2017 adjustments will be made to the Operating Budget to reflect a new cost category of Investment safekeeping and Custody Services.

**Attachments:**

- A. Contract Award Notice – Investment and Custody Services, RFP# 2017-02
- B. BB&T Custody Service Agreement



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

January 12, 2017

Mr. Allan Westcott, Senior Vice President  
Branch Banking and Trust Company  
1909 K Street NW  
Washington, DC 20006

Dear Mr. Westcott:

The Northern Virginia Transportation Authority (NVTA) has acted to authorize the award of a contract to Branch Banking and Trust Company (BB&T) to perform investment safekeeping and custody services requested in NVTA RFP No. 2017-02 and described in your Technical Proposal and separate Price Proposal dated October 21, 2016.

The following clarifications and modifications apply:

1. BB&T letter dated October 21, 2016 confirming:
  - a. The firm will perform the scope of work identified in NVTA RFP 2017-02 and the services and deliverables outlined in:
    - i. Technical Proposal of October 21, 2016
    - ii. Supplemental document dated October 21, 2016
  - b. The annual fee for services will be \$20,000 plus fees for wire transfers and other similar supplemental services as noted in your RFP response.
2. NVTA selects 'Payment Option One' as presented in the BB&T Price Proposal dated October 21, 2016.
3. The first six month's payment to BB&T will be prorated based on the NVTA start work authorization date.

This letter, together with NVTA RFP 2017-02 and the BB&T Technical Proposal and Price Proposal dated October 21, 2016 and the revisions noted above, provides the agreement to conduct the project under the specified terms and conditions. This letter also constitutes your notice to proceed unless advised otherwise in writing by NVTA on or prior to January 30, 2017.

If you concur please sign both originals and return one copy to Carl Hampton, NVTA Investment and Debt Manager. Please contact Mr. Hampton at (703) 642-4658 with any questions.

Sincerely,

\_\_\_\_\_  
Michael Longhi  
NVTA Chief Financial Officer

\_\_\_\_\_  
Allan Westcott  
Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Custody Agreement

---

### Account Identifying Information

*Client Name:* **Northern Virginia Transportation Authority (the "Principal")**

*Account Name:* **NVTA Custody Account**

*Effective Date:*

### Establishment

*1.1 Appointment.* The Principal appoints Branch Banking and Trust Company (the "Bank") as Custodian for certain assets of the Principal as the Principal may from time to time designate and transfer to the Bank as Custodian into the Custody Account.

*1.2 Acceptance.* The Bank accepts the appointment as Custodian subject to the terms and conditions of this Custody Agreement (the "Agreement"), and agrees to hold and administer the assets of the Custody Account and to execute this Agreement in accordance with its provisions.

*1.3 Distribution.* The Bank will distribute so much of the Custody Account, including income and principal, as Principal may direct from time to time, subject to any fees due and owing to the Bank. The Bank will not be liable for any loss or penalty arising from the liquidation of any investment as a result of such distribution directions.

### Investment Direction

*2.1 No Bank Discretion.* The Bank shall follow the written directions of the Principal regarding the investment or reinvestment of the Custody Account assets. In following such directions, the Bank shall be relieved of any fiduciary responsibility for the investments. At the direction of the Principal or any Investment Manager, or in the absence of any directions from the Principal or any Investment Manager, the Bank is authorized to deposit otherwise uninvested cash in the Custody Account in a cash deposit program offered by BB&T, subject to the Terms and Conditions of the selected program. The Principal acknowledges receipt of the Terms and Conditions, and they are incorporated herein by reference.

*2.2 Standard.* In the exercise and performance of its powers and duties, the Bank shall act at all times with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The Principal acknowledges that no representation has been made by the Bank concerning the investment performance of the Custody Account, and that the Custody Account assets are not insured by the Bank or by any government agency.

*2.3 Mutual Funds.* If directed by the Principal, the Bank is specifically authorized to invest in mutual funds registered under the Investment Company Act of 1940, including mutual funds to which Bank or an affiliate provides investment management, custody or other services and for which it receives compensation, or with which it has in common officers, directors or employees.

### Powers and Duties of the Custodian

*3.1 General Powers.* The Bank is authorized to perform acts incidental to its duties under this Agreement at the direction of the Principal, including without limitation the following authority:

- a) To vote or to refrain from voting any stock held in the Custody Account personally or by proxy and to delegate the Bank's powers with respect to stock to a proxy.
- b) To exercise subscription, conversion and other rights and options and to make payments from the Custody Account in connection therewith.

- c) To take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other change affecting any property held as part of the Custody Account, and in connection therewith to delegate its powers and to pay assessments, subscriptions and other charges from the Custody Account.
- d) To employ agents, experts, and counsel, to delegate powers to, and rely upon information and advice furnished by, such agents, experts and counsel, and to compensate such agents, experts and counsel out of the Custody Account.
- e) From time to time to register any property in the name of its nominee or depository or in its own name or to hold it unregistered or in such form that title shall pass by delivery, provided that the records of the Bank shall at all times indicate the true ownership of such securities.

**3.2 Records.** The Bank shall keep accurate and detailed accounts of all investments, receipts, disbursements, distributions and other transactions. The Bank's accounts shall be open to inspection and audit by the Principal or any authorized representative at all reasonable times during business hours.

**3.3 Statements.** The Bank will provide the Principal with a monthly summary of all income and principal transactions and, within a reasonable period of time after the end of the Principal's fiscal year, an annual summary of such transactions and a statement of assets as of such fiscal year end. The Principal agrees that these accountings will be sufficient to comply with the rules and regulations regarding record keeping and confirmation requirements for securities transactions, and directs the Bank not to send notification of each individual transaction. Confirmations can be provided at the Principal's request for each individual securities transaction at no additional charge. When approved by the Principal, the Bank's account shall be binding on the Principal, and the Bank will be released and discharged from any liability or accountability to anyone with respect to all matters set forth therein. Failure by the Principal to object in writing to any specific items in an account within 180 days after its delivery to the Principal will constitute approval of the account by the Principal.

**3.4 Disclosure of Information.** Pursuant to Securities and Exchange Commission Rule No. 14b-2(b) under the Securities Exchange Act of 1934, the Bank  is authorized  is not authorized to disclose the Principal's name, address and security positions of current and future security holdings that may be held under this Agreement from time to time.

## **Administrative Provisions**

**4.1 Compensation.** The Bank shall be entitled to such reasonable compensation for its services as may be agreed upon from time to time by the Principal and the Bank. The Bank shall be entitled to reimbursement for all expenses reasonably incurred by the Bank in the administration of the Custody Account. The Bank's compensation and expenses shall be paid by the Principal or from the Custody Account as directed by the Principal, or if left unpaid by the Principal for a period of more than 45 days from the Custody Account. Fees received by the Bank (or an affiliate) for investment management, custody or other services provided to mutual funds in which the Custody Account is invested, or for other services not contemplated by this Agreement (such as acting as broker), shall be in addition to and not in lieu of fees for serving as Custodian.

**4.2 Instructions.** The Bank will be entitled to rely on and be protected in acting on instructions from the Principal whether received in writing, by facsimile transmission, by electronic transmission, by telephone, in person, or by other means reasonably believed by the Bank to be from the Principal. The Principal acknowledges that the Bank has authority not to execute any transaction that the Bank reasonably believes may violate applicable statutes and regulations or subject it to liability or loss.

**4.3 Cost Basis.** As part of the Emergency Economic Stabilization Act of 2008, Congress enacted specific legislation that significantly changes the way financial institutions are required to track and report cost basis information for client accounts. The goal of the legislation is to provide investors with the means to accurately report gains and losses on the sale of securities for their annual tax filings, as well as a method for the taxing authorities to verify the information. The Act also requires a default tax lot selection methodology of "First In – First Out (FIFO)" unless you request a different tax lot method. The Tax Lot Section Method:  Tax Advantaged  Other – Specify:



**4.4 Indemnification.** The Principal will fully indemnify and save harmless the Bank, its successors and assigns, from any loss resulting from liability to which the Bank may be subject by reason of any act or conduct except for the Bank’s own willful misconduct or negligence in its capacity as Custodian, including all expenses reasonably incurred in its defense should the Principal fail to provide such defense. The Bank shall be under no duty to take any action other than as herein specified with respect to the Custody Account unless the Principal shall furnish the Bank with instructions in proper form; or to defend or engage in any suit with respect to the Custody Account unless the Bank shall have first agreed in writing to do so and shall have been fully indemnified to the satisfaction of the Bank.

**4.5 Removal.** The Bank may be removed by the Principal at any time upon written notice 30 days in advance of the removal. The Bank may resign as Custodian by filing with the Principal a written resignation, which shall take effect 30 days after the date of the filing, unless before that time a successor Custodian shall have been appointed by the Principal.

**4.6 Entire Agreement.** This Agreement constitutes the entire agreement between the parties related to the Custody Account. The Bank shall have no duties whatsoever except as are specifically set forth as such in this Agreement, and no implied covenant or obligation will be read into this Agreement against the Bank.

**4.7 Governing Law.** The laws of the State of \_\_\_\_\_ will govern the interpretation and operation of this Agreement.

**4.8 Amendment.** This Agreement may be amended by a written agreement signed by both parties.

**Client Name:** Northern Virginia Transportation Authority

**By:** \_\_\_\_\_

**Title:**

**Date:**

**Branch Banking and Trust Company**

**By:** \_\_\_\_\_

**Title:**

**Date:**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Parrish, Chair, Finance Committee

**DATE:** January 6, 2017

**SUBJECT:** Proposed FY2018 Regional Revenue Fund Budget

---

1. **Purpose:** Seek Northern Virginia Transportation Authority (NVTA) approval of the proposed FY2018 Regional Revenue Fund Budget as outlined below. The Finance Committee provided guidance in the formation of the budget and recommends adoption to the NVTA.
2. **Suggested Motion:** *I move Authority adoption of the proposed FY2018 Regional Revenue Fund Budget.*
3. **Background:** Regional Revenues (70% funds) are largely programmed through the Authority's approval of specific projects on a PayGo basis, after all debt service and reserve funding obligations are met for a fiscal period. Any unused funds from one fiscal year are available for use in a future fiscal year. Finance Committee guidance is to conservatively estimate revenues. The details of the Proposed FY2018 Regional Revenue Fund Budget are presented in Attachment 1.
4. **Revenues:** The sales tax, transient occupancy tax and grantor's tax revenue amounts are consistent with Authority adopted FY2017 to FY2023 revenue projections.
5. **Expenditures:** Prior to determining the funds available for projects, the annual debt service payment and reserve amounts must be budgeted. The Authority currently has two Regional Revenue Fund reserves, as required in the adopted Debt Policy.
  - a. **Debt service principal and interest.** The total debt service expenditure for FY2018 is \$5,549,950.
  - b. **Debt Service Reserve.** This reserve of \$5,551,000 was funded through bond proceeds and exists to protect NVTA's bondholders.
  - c. **Working Capital Reserve (WCR).** The WCR must be equal to at least six months of budgeted regional revenue funds. The intent of the WCR is to protect approved projects from revenue disruptions. The WCR may be used to manage any mismatches in the actual receipt of revenue and the disbursement of funds for projects. The WCR may also be used for debt service. The WCR enables the Authority to respond to unforeseen circumstances which disrupt revenue. Each year the WCR must be adjusted for projected changes in revenue. The WCR level is adjusted down for FY2018 due to the FY2017 adjustments made by the Authority on at their October 2016 meeting.

- 6. Carry Forward/Released Project Funds.** This amount represents unassigned Regional Revenue Funds from prior fiscal periods and previously assigned project funds that have been released. As shown on Attachment 1, this amount is projected at \$16,811,934 for FY2018. This amount does not include the potential de-obligation of \$100 million in PayGo funding allocated to the FY2017 I-66/Route 28 Project. Likewise the previously anticipated \$200 million in debt financing to support the FY2017 program is not included in the proposed FY2018 budget.
- 7. Funding available for projects.** This is the amount available through the proposed FY2018 Regional Revenue Fund for PayGo projects. The actual amount programmed for projects will be determined when the Authority adopts the FY2018 Program. Total availability for FY2018 is \$248,842,468 as shown on Attachment 1.
- 8. Cumulative Regional Revenue Reserve Balances.** This section shows the reserve balances under the Proposed FY2018 Regional Revenue Fund Budget.

**Attachment:** Proposed FY2018 Regional Revenue Fund Budget

# XI. ATTACHMENT

Northern Virginia Transportation Authority Proposed FY2018 Regional Revenue Fund Budget					
	Adopted FY2017	Budget Adjustment	Revised Budget FY2017	Proposed FY2018	Notes
<b>Revenue 70% Regional Funds</b>					
Sales Tax	\$ 172,948,351		\$ 172,948,351	\$ 177,595,889	
TOT	\$ 20,210,798		\$ 20,210,798	\$ 20,661,868	
Grantor's Tax	\$ 30,499,631		\$ 30,499,631	\$ 30,729,901	
VA NVTA Fund Interest	\$ 70,000		\$ 70,000	\$ 70,000	
Bond Proceeds	\$ -		\$ -		
Reimbursable Expenditures	\$ -		\$ -		
Interest Earned	\$ 1,900,000		\$ 1,900,000	\$ 5,530,000	
Revenue Variance (Regional Funds)	\$ -	\$ 14,948,530	\$ 14,948,530	\$ -	
<b>Total Revenue with Debt Proceeds</b>	<b>\$ 225,628,780</b>	<b>\$ 14,948,530</b>	<b>\$ 240,577,310</b>	<b>\$ 234,587,658</b>	
<b>Expenditures</b>					
Debt Service - Principal	\$ 2,405,000		\$ 2,405,000	\$ 2,500,000	
Debt Service - Interest	\$ 3,146,150		\$ 3,146,150	\$ 3,049,950	
Professional Services - Bond Issuance Costs					
Working Capital Reserve (WCR)					
WCR Required Incremental Adjustment	\$ 3,706,879	\$ 7,472,265	\$ 11,179,144	\$ (2,992,826)	
TransAction Update					
Contingency for Approved Projects Adjust (3.8%)	\$ 257,353	\$ (257,353)	\$ 0	N/A	
Transportation Projects Reserve	\$ -			N/A	
<b>Total Expenditures</b>	<b>\$ 9,515,383</b>	<b>\$ 7,214,911</b>	<b>\$ 16,730,294</b>	<b>\$ 2,557,124</b>	
<b>Current Year Available Balance For Projects</b>	<b>\$ 216,113,397</b>	<b>\$ 7,733,618</b>	<b>\$ 223,847,015</b>	<b>\$ 232,030,534</b>	
Available Project Expenditures (PayGo)	\$ 216,113,397	\$ 7,733,618	\$ 223,847,015	\$ 232,030,534	
Approved FY2017 Project Budget			\$ (266,043,951)		
Carry Forward/Released Project Funds	\$ 50,649,839	\$ 8,316,540	\$ 58,966,379	\$ 16,811,934	1
<b>Total Available for Project Assignments</b>	<b>\$ 266,763,236</b>	<b>\$ 16,050,158</b>	<b>\$ 16,769,443</b>	<b>\$ 248,842,468</b>	2 & 3
<b>Cumulative Regional Revenue Reserve Balances</b>					
Working Capital Reserve	\$ 112,814,390	\$ 7,472,265	\$ 120,286,655	\$ 117,293,829	
Debt Service Reserve (Held by Trustee)	\$ 5,551,150	\$ -	\$ 5,551,150	\$ 5,551,000	
Contingency for Approved Projects	\$ 8,573,894	\$ (8,573,894)	\$ -	N/A	
<b>Cumulative Reserve Balances</b>	<b>\$ 126,939,434</b>		<b>\$ 125,837,805</b>	<b>\$ 122,844,829</b>	

Date: 1/3/2017

- 1 Unassigned Regional Revenue funds from prior fiscal periods and previously assigned project funds that have been released.
- 2 SPA Approvals will determine exact assignments by fiscal year.
- 3 This amount doesn't include the potential de-obligation of \$100 million in PayGo allocated to the FY2017 I-66/Route 28 Project.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Parrish, Chair, Finance Committee

**DATE:** January 6, 2017

**SUBJECT:** Proposed FY2018 Local Distribution Fund Budget (30%)

- Purpose:** Seek Northern Virginia Transportation Authority (NVTA) approval of the proposed FY2018 Local Distribution Fund Budget, (30%) as outlined below. The Finance Committee provided guidance in the formation of the budget and recommends adoption to the NVTA.
- Suggested Motion:** *I move Authority adoption of the proposed FY2018 Local Distribution Budget.*
- Background:** Local Distribution Fund (30%) revenues are distributed in their entirety to member jurisdictions in accord with HB 2313 (2013). Previous Finance Committee guidance is to conservatively estimate revenues. Member jurisdictions will receive the amount of Local Distribution Funds they are entitled to in accord with HB 2313.
- Assumptions:** The Authority will continue to follow HB 2313 requirements in the management of the Local Distribution Fund. The proposed budget is presented below. Actual distributions to jurisdictions will be contingent on completion of the annual certification process and will be determined by the actual revenues received based on transactions within the jurisdiction (as reported by the Commonwealth).

Northern Virginia Transportation Authority Proposed FY2018 30% Local Distribution Budget		
	Adopted FY2017	Proposed FY2018
<b>Income:</b>		
Sales Tax	\$ 74,120,722.00	\$ 76,112,523.00
TOT	8,661,771.00	8,855,087.00
Grantor's Tax	13,071,271.00	13,169,958.00
VA NVTA Fund Interest	30,000.00	30,000.00
<b>Total Revenue</b>	<b>95,883,764.00</b>	<b>98,167,568.00</b>
<b>Expenditures</b>		
Distribution to Member Jurisdictions	95,883,764.00	98,167,568.00
<b>Total Expenditures</b>	<b>\$ 95,883,764.00</b>	<b>\$ 98,167,568.00</b>
<b>Budget Balance</b>	<b>\$ -</b>	<b>\$ -</b>

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** January 4, 2017

**SUBJECT:** Regional Funding Project 996-80821 (WMATA – Blue Line Traction Power Upgrades)

---

1. **Purpose.** Seek Northern Virginia Transportation Authority approval of attached Standard Project Agreement (SPA) 996-80821.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 996-80821 (WMATA – Blue Line Traction Power Upgrades), in accordance with NVTA's approved FY2017 Project Description Form; and subject to the special provisions noted in the staff report; and authorize the Executive Director to sign on behalf of the Authority.*
3. **Background.**
  - a. The Authority previously approved this project for funding as part of its FY2017 Program using FY2017 70% regional revenues on July 14, 2016.
  - b. The attached SPA presented by the Washington Metropolitan Area Transit Authority (WMATA) is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.
4. **Special Provisions.** At the request of the NVTA staff, the WMATA Board adopted two resolutions in support of receiving project funding for 8-car traction power upgrades subject to certain future decisions by the WMATA Board. The NVTA's reimbursement of project expenses is conditional upon these future WMATA Board decisions, specifically:
  - a. WMATA Resolution 2015-66 notes WMATA's application for NVTA FY2017 funding for Blue Line traction power is subject to a future decision by WMATA as to whether the project will receive necessary matching funding in WMATA's FY2017 Annual Work Plan. WMATA additionally acknowledged in this resolution that no NVTA funds will be released to WMATA for the funding of this project unless and until such time as WMATA formally approves the project as part of the WMATA FY2017 Annual Work Plan that includes necessary matching funding for the project.
  - b. WMATA Resolution 2016-48 notes WMATA's conditional approval of the attached SPA subject to approval of a WMATA FY2017-2022 Capital Improvement Program

(CIP) that includes the necessary matching funding. Resolution 2016-48 also modified the FY2017-2022 CIP to accept the NVTA award for Blue Line traction power upgrades and dedicate \$44.7million of matching funds from the District of Columbia and the State of Maryland in FY2018 and FY2019.

- c. Prior to processing a WMATA request for reimbursement in accord with the attached SPA, NVTA staff will verify that the matching funds noted above are included in the WMATA FY2018 Annual Work Plan and subsequent WMATA Work Plans, as well as in the WMATA 2018-2023 CIP and subsequent WMATA CIPs until project completion.
- d. The reimbursement review noted above is required by NVTA Resolution 14-8, which is titled; Northern Virginia Transportation Authority (“NVTA”) Policy for Use of 70% Funds under 2013 Va. Acts Ch. 766 Regarding Funding of Projects Undertaken by NVTA or on its Behalf with the District of Columbia, Virginia, any other State or a Political Subdivision thereof, or The United States of America.

**Attachments:**

Attachment 1 - SPA for NVTA Project Number 996-80821

Attachment 2 - Resolution 14-08

**Coordination:**

Council of Counsels

WMATA Office of Government Relations

WMATA Office of Planning

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**WMATA SPA #996-80821 WMATA – Blue Line Traction Power Upgrades**

SPA Documents are available upon request and at the NVTA website:

<http://www.thenovaauthority.org/meetings/authority-meetings/>



**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Washington Metropolitan Area Transit Authority (WMATA)  
(Recipient Entity)**

Project Name: Blue Line Traction Power Upgrades - 8FF

NVTA Project Number: 996 - 80821

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 Washington Metropolitan Area Transit Authority (WMATA) ("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 33.2 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, \_\_\_\_\_ WMATA \_\_\_\_\_ 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 \_\_\_\_\_ WMATA \_\_\_\_\_'s application for funding and has approved \_\_\_\_\_ WMATA \_\_\_\_\_'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by \_\_\_\_\_ WMATA \_\_\_\_\_, 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 \_\_\_\_\_ WMATA \_\_\_\_\_ to finance the Project;

WHEREAS, NVTA agrees that \_\_\_\_\_ WMATA \_\_\_\_\_ will design and/or construct the Project or perform such other specific work for the Project and \_\_\_\_\_ WMATA \_\_\_\_\_ 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 \_\_\_\_\_ WMATA \_\_\_\_\_'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 \_\_\_\_\_ WMATA \_\_\_\_\_'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

WMATA shall:

1. 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 WMATA to advance the Project to the next phase until the current phase is completed. In any circumstance where WMATA seeks to advance a Project to the next phase using NVTA funds, WMATA shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director 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 WMATA 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, WMATA further recognizes that NVTA's reimbursement to WMATA 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 Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. WMATA 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, WMATA 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 WMATA.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. WMATA 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. WMATA 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 WMATA'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 WMATA be required to provide matching funds in order to proceed or complete the funding necessary for the Project, WMATA shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by WMATA'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 WMATA and provide copies of any such financial records to NVTA, 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                     WMATA                    ; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
  
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that                     WMATA                     misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
  
15. Name NVTA and its Bond Trustee or require that all                     WMATA                    's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of                     WMATA                     for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
  
16. Give notice to NVTA that                     WMATA                     may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement                     WMATA                     so as to ensure that no conflict of interest may arise from any such representation.
  
17. Provide certification to NVTA, that upon final payment to all contractors for the Project,                     WMATA                     will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA 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                     WMATA                    .

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if \_\_\_\_\_ WMATA \_\_\_\_\_ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that \_\_\_\_\_ WMATA \_\_\_\_\_ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that \_\_\_\_\_ WMATA \_\_\_\_\_ 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 \_\_\_\_\_ WMATA \_\_\_\_\_ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that \_\_\_\_\_ WMATA \_\_\_\_\_ 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 NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that \_\_\_\_\_ WMATA \_\_\_\_\_ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to \_\_\_\_\_ WMATA \_\_\_\_\_ 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 Program Coordinator for the Project. NVTA's Program Coordinator 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 Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ WMATA \_\_\_\_\_ for the Project. NVTA's Program Coordinator 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 Program Coordinator all \_\_\_\_\_ WMATA \_\_\_\_\_'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 Program Coordinator 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 Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_ WMATA \_\_\_\_\_. 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 Program Coordinator will notify \_\_\_\_\_ WMATA \_\_\_\_\_ 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 \_\_\_\_\_ WMATA \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.



4. Route all \_\_\_\_\_ WMATA \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director 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 \_\_\_\_\_ WMATA \_\_\_\_\_'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 \_\_\_\_\_ WMATA \_\_\_\_\_ 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 Executive Director and will advise \_\_\_\_\_ WMATA \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ WMATA \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_ WMATA \_\_\_\_\_'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 \_\_\_\_\_ WMATA \_\_\_\_\_ 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 \_\_\_\_\_ WMATA \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_ WMATA \_\_\_\_\_. 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 WMATA 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. WMATA 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 WMATA 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, WMATA 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 WMATA's material breach of this Agreement. If so terminated, WMATA shall refund to NVTA all funds NVTA provided to WMATA for the Project (including interest earned at the rate earned by NVTA). NVTA will provide WMATA with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, WMATA may

request that NVTA excuse \_\_\_\_\_ WMATA \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ WMATA \_\_\_\_\_ for the Project based upon \_\_\_\_\_ WMATA \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ WMATA \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ WMATA \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ WMATA \_\_\_\_\_ 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, \_\_\_\_\_ WMATA \_\_\_\_\_ 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 Executive Director and \_\_\_\_\_ WMATA \_\_\_\_\_'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 \_\_\_\_\_ WMATA \_\_\_\_\_'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

\_\_\_\_\_ WMATA \_\_\_\_\_ 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 WMATA 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, WMATA 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 WMATA refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from WMATA 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 WMATA.

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 Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to WMATA, to the attention of General Manager/  
600 Fifth Street NW  
Washington, DC 20001 (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

WMATA \_\_\_\_\_ 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: \_\_\_\_\_

Washington Metropolitan Area Transit Authority (WMATA) (Name of Recipient Entity)

By: Paul J. Wiedefeld

Date: 12/13/16

## Appendix A –Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Blue Line Traction Power Upgrades – 8FF (include alpha-numeric project id)

Recipient Entity: Washington Metropolitan Area Transit Authority (WMATA)

Project Manager Contact Information: Kelly Reahl, 202-309-9295

### Table A-1 Project Changes

The actual project submitted for NVTA funding – traction power upgrades on the Blue Line – is accurately described in the Approved NVTA Project Description Form. However, the project phases have shifted from FY17-FY18 to FY18-FY19. Expenditures by project phase and month have been adjusted accordingly. The overall project cost and the NVTA share have not changed. The most recent cash flow/expenditures model is attached as Appendix B.

As has been noted previously, upgrading traction power is one of several related components necessary to operate full eight-car trains. The other improvements required for full eight-car service include acquisition of new rolling stock (in excess of maintaining the current fleet and replacing aging railcars); expanded rail yards and maintenance facilities; automatic train control systems; and expanded stations in the system’s core. Identification of and preliminary planning for all these components began with multiple studies culminating in *Momentum*, Metro’s ten-year strategic plan adopted by the Board in 2013. They were then studied in greater detail in the *Eight-Car Train Implementation Plan*, completed in May 2014.

The NVTA traction power upgrades project **is required** to safely and consistently operate eight-car consists on the Blue Line. And as required, the District of Columbia and Maryland have agreed to match the NVTA traction power upgrades for the Blue Line. However, as noted, traction power upgrades **alone** will not expand system capacity. At NVTA staff’s request, prior to the Authority’s adoption of the FY17 Program, an estimate for the incremental number of new railcars that would be required to run eight-car trains was provided, as well as a rough cost estimate for the acquisition of those cars. That estimate was twelve cars for active service and two for spares, at an estimated cost of \$26,481,098.

Though Metro’s jurisdictional partners have not agreed to provide funding for “expansion” railcars in the current CIP, the 7000-series railcar procurement does include 28 railcars more than is necessary for fleet replacement/state of good repair, currently scheduled for delivery in FY22 and FY23. Some portion of those 28 railcars could be used for eight-car consists on the Blue Line, but they may also be used for other purposes. The final use and disposition of those railcars will be subject to Board action and an updated rail fleet management plan.

**The railcar cost estimate should be treated as an informational element, rather than as a component of the traction power upgrades project.** Project costs should be described accordingly. Supporting explanatory materials are attached as Appendix F.

**Table A-2 Project Milestone Changes**

**Only Complete if Different from the Approved NVTA Project Description Form Attached**

The project schedule and milestones have shifted in accordance with the Board's action on related budget items. A table listing the revised milestones is attached after this page, and before the NVTA Project Description. These changes are also reflected in the cash-flow model attached as Appendix B.

Signature:   
General Manager/Chief Executive Officer

Date: 12/13/16

Revised: 4/14/2016



Project Milestones	Timeframe
WMATA in-house design and development	November 2015 - August 2016
Anticipated contract release date	February 2017
Anticipated proposals due	March 2017
Anticipated Notice to Proceed	June 2017
Equipment fabrication	July 2017 - March 2018
Begin installation	January 2018
Finish installation	February 2019
Project close-out	March 2019



## Project Description Form – 8FF

### Basic Project Information

**Submitting Jurisdiction/Agency:** Washington Metropolitan Area Transit Authority

**Project Title:** Blue Line Traction Power Upgrades

**Project Location:** This project is one portion of Metro's system-wide traction power upgrade initiative, and is focused on the Metrorail Blue Line. The project components being submitted for NVT Authority funding include five Tie-Breaker Stations (TBS) and one DC Switchgear (DC Gear) installation in Northern Virginia, along the Blue Line corridor between the Pentagon Station and the Franconia-Springfield Station. Please see the attached project location maps.



This work is a subset of traction power upgrades along the entire corridor. The full Blue Line traction power upgrade project consists of seven Tie-Breaker Stations (TBS), four Traction Power Sub-Stations (TPSS), and two Direct-Current Switchgear (DC Gear) installations.

**Project Description:** Traction power upgrades incrementally improve the output of the Metrorail power system, increasing power supply in order to support consistent deployment of eight-car trains. Increasing from six to eight cars per train results in an increase in the traction power needed by each train, as well as the load put on the traction power system. This portion of Metro's system-wide traction power upgrade project will focus on the Blue Line, and includes the purchase and installation of tie breaker equipment, power substations, and direct-current gear. Metro is applying for NVT Authority FY17 funds to support the fabrication and installation of five Tie-Breaker Stations (TBS) and one Direct-Current Switchgear (DC Gear) installation in Northern Virginia, between the Pentagon and Franconia-Springfield Metrorail Stations.

### Project Analysis Summary\*

NVT Authority Quantitative Score	65.61	Rank	4
Congestion Reduction Relative to Cost Ratio (NVT Authority Share)	1.29	hours saved/\$	Rank 3
Congestion Reduction Relative to Cost Ratio (Total Cost)	0.25	hours saved/\$	Rank 10

\*Detailed scoring information can be found at: <http://www.thenovaauthority.org/planning-programming/fy2017-program/>

## Project Milestones

### Project Milestones by Project Phase:

- **WMATA In-house Design & Development:** November 2015 – March 2016
- **Anticipated Contract Release Date:** April 2016
- **Anticipated Bid Opening:** May 2016
- **Anticipated Notice to Proceed:** June 2016
- **Equipment Fabrication:** June 2016 – December 2016
- **Begin Installation:** December 2016
- **Finish Installation:** November 2017

## Project Cost

**Requested NVTA FY2017 Funds:** \$17,443,951

**Total Cost to Complete Project:** Revised from \$62,144,466 to \$88,625,564 to include cost of additional rolling stock.

Project Phases	Requested NVTA FY2017 Funds	Other Sources of Funding	Total Cost by Phase
Inside Engineering	\$1,141,148 (FY2017) \$726,057 (FY2018)	\$2,585,845	\$4,453,050 (FY2017-18)
Escort Support	\$1,141,098 (FY2017) \$1,347,168 (FY2018)	\$4,434,255	\$6,922,521 (FY2017-18)
Construction	\$3,838,467 (FY2017) \$4,798,083 (FY2018)	\$30,892,275	\$39,528,825 (FY2017-18)
Contract Administration	\$2,880,408 (FY2017) \$1,571,522 (FY2018)	\$6,788,140	\$11,240,070 (FY2017-18)
Other (Acquisition of rolling stock)		\$0 \$26,481,098	\$0 \$26,481,098
<b>TOTAL</b>	<b>\$17,443,951</b>	<b>\$44,700,515</b> <b>\$71,181,613</b>	<b>\$62,144,466</b> <b>\$88,625,564</b>

## Project Impacts

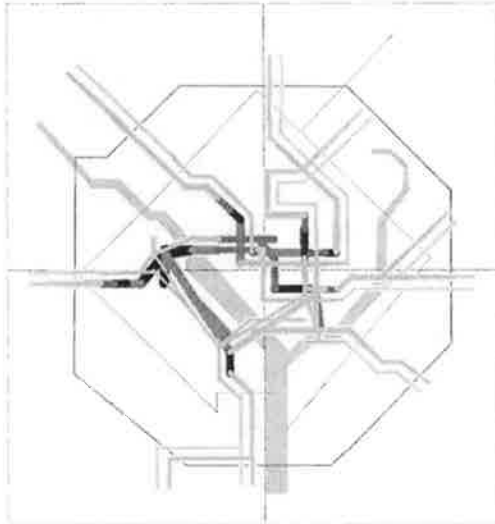
**What regional benefit(s) does this project offer?** Both trains and station platforms are overcrowded during peak travel periods, particularly in the system's core. This severe and worsening capacity constraint adds unexpected dwell time, reduces reliability and on-time performance, and negatively impacts the

customer experience and perceptions of Metrorail service. This situation is particularly pressing on the Blue Line, which had its service headways reduced following integration of Silver Line service through the Rosslyn Tunnel. Absent additional service capacity, this situation will only worsen as the region continues to grow. The National Capital Region is forecasted to experience a 30-percent increase in population and a 39-percent increase in jobs over the next 30 years. Comparatively rapid growth in suburban areas will add pressure to the Metrorail system's core, which is already strained. In order to accommodate forecasted growth and alleviate the system's crowding/capacity issues, Metro and its jurisdictional partners adopted the *Momentum* strategic plan. *Momentum* recommends funding and implementation of seven key capital investments by 2025, including the traction power and rolling stock needed to deploy eight-car trains on a continuous basis. Successful implementation of the eight-car service strategy will reduce severe crowding of trains and platforms, make the system safer to use, improve the rail customer experience, and reduce road congestion throughout the region by making the Metrorail system an even more attractive, comfortable, timely, and safe alternative to driving.

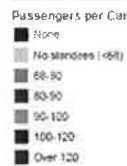
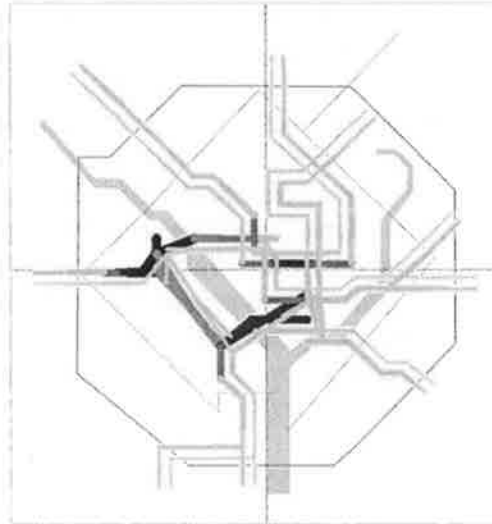
**How will the project reduce congestion?** The Metro System serves approximately 1.2 million trips every day, and over 700,000 of those boardings are on Metrorail. Metrorail is the indispensable backbone of the region's transportation network and anchors the region's growth and economic competitiveness. On an average weekday, over 78,000 people board the system at stations along the corridor between Rosslyn and Franconia-Springfield; 78,000 people who might otherwise add their trips to the region's already overburdened roads and highways, particularly those connecting Northern Virginia and the District of Columbia. Implementing full eight-car train service on the Blue Line will not only alleviate intense rush-hour crowding on trains and platforms, it may also draw drivers from congested corridors like I-95, I-395, US 1, and I-66.

Running 100-percent eight-car trains consistently throughout Metrorail's peak travel periods will also greatly reduce the excessive crowding currently experienced by Blue Line customers. Under current capacity and power constraints, Metro can only deploy eight-car trains for 50% of peak-hour Blue Line trips. This has produced intense crowding in the morning and evening peak periods, with every peak train carrying near Metro's established threshold for crowded conditions of 100 people per car (PPC) between Arlington and Rosslyn, then exceeding that threshold into crush loads of 115 PPC through the Rosslyn Tunnel and Foggy Bottom Station. The figure below illustrates crowded Metrorail segments during peak periods. Metro may not be able to increase service frequency on the Blue Line without additional tunnel and track infrastructure that alleviates congestion on the shared Blue/Orange/Silver corridor, but the ability to operate eight-car trains for each peak-period trip will help alleviate excessive crowding on trains and platforms. That congestion relief will in turn help reduce dwell times at stations.

Baseline - 8:30



Baseline - 17:00



90-100 PPC indicates near-crowded conditions likely to hit crowded in near future.

100+ PPC indicates crush loads that exceed standards.

**Reference:**

[https://public.tableau.com/views/CNEWSAlphaEffectsonLineLoad/EffectofCNEWS?:embed=y&:display\\_count=yes&:showTabs=y](https://public.tableau.com/views/CNEWSAlphaEffectsonLineLoad/EffectofCNEWS?:embed=y&:display_count=yes&:showTabs=y)

**How will the project increase capacity?** With Metro operating 100-percent eight-car trains (the longest consist possible), trains entering the region’s core (downtown DC and eastern Arlington County) could accommodate approximately 35,000 more passengers per hour during rush hour. This is the equivalent of building 18 new lanes on highways into Washington, D.C.

In order to implement 100-percent eight-car trains, certain preliminary improvements to the system must be made, including the traction power system. The existing Metrorail traction power system consists of mainline and rail yard traction power substations (TPSS) and tie-breaker stations (TBS), as well as associated cabling and third rails. The traction power elements currently in place along the Blue Line corridor are capable of continuously powering six-car trains, as well as occasional eight-car consists during limited periods, but do not produce or conduct enough power to operate eight-car trains on a continuous and consistent basis.

**How will the project improve auto and pedestrian safety?** Reduced congestion and additional capacity on Metrorail will increase its attractiveness to choice riders, resulting in a higher transit mode share and reduced vehicle-miles of auto travel (VMT). As a general rule, lower VMT results in fewer auto crashes, thereby improving safety.

**How will the project improve regional connectivity?** As a capacity upgrade to an existing rail corridor, this project will not expand *physical* access to additional activity centers. However, by expanding capacity,

reducing congestion, and providing a more comfortable customer experience, it will create more room and reason for new riders to use the corridor, and in doing so expand their access and mobility to all the activity centers along the corridor between Springfield, Rosslyn, Downtown DC, and Largo Town Center.

**How will the project improve bicycle and pedestrian travel options?** Metro allows customers to bring bicycles on board trains outside of peak travel hours, and provides bike parking at most stations. Reducing crowding on trains and platforms opens additional capacity to bike-and-ride passengers, which in turn greatly expands their travel shed. That travel shed can be expanded even farther via Metrobus connections at Blue Line stations. In general, providing more customer carrying capacity on Metrorail expands accessibility and travel options for bicyclists and pedestrians, as well as providing a safer option for longer trips.

**How will the project improve the management and operation of existing facilities through technology applications?** One component of the eight-car train program is returning Metrorail operations to Automated Train Control (ATC), which is proven to provide more efficient and timely travel, smoother stops, and safer spacing between trains.

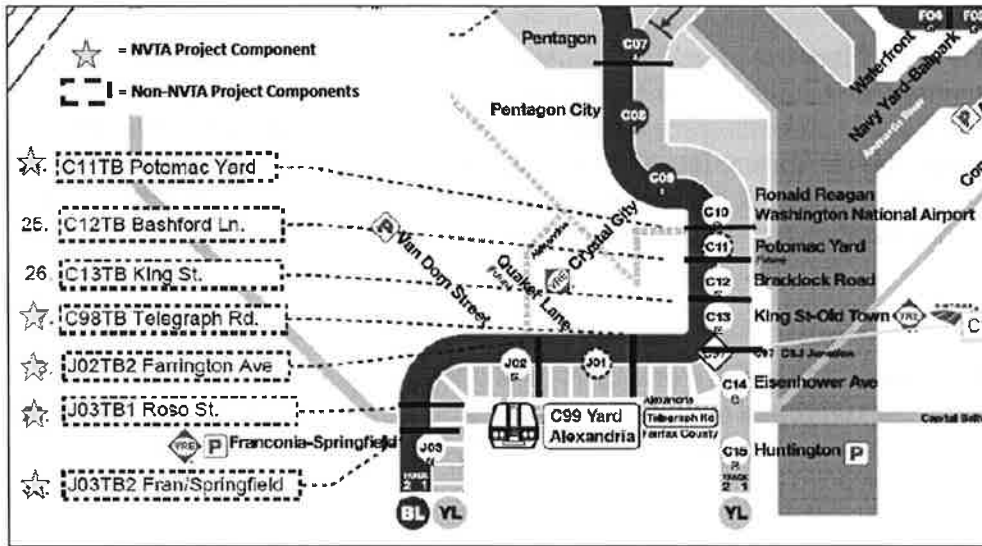
### **Additional Information in Support of This Project**

Momentum Strategic Plan - <http://www.wmata.com/momentum/momentum-full.pdf>

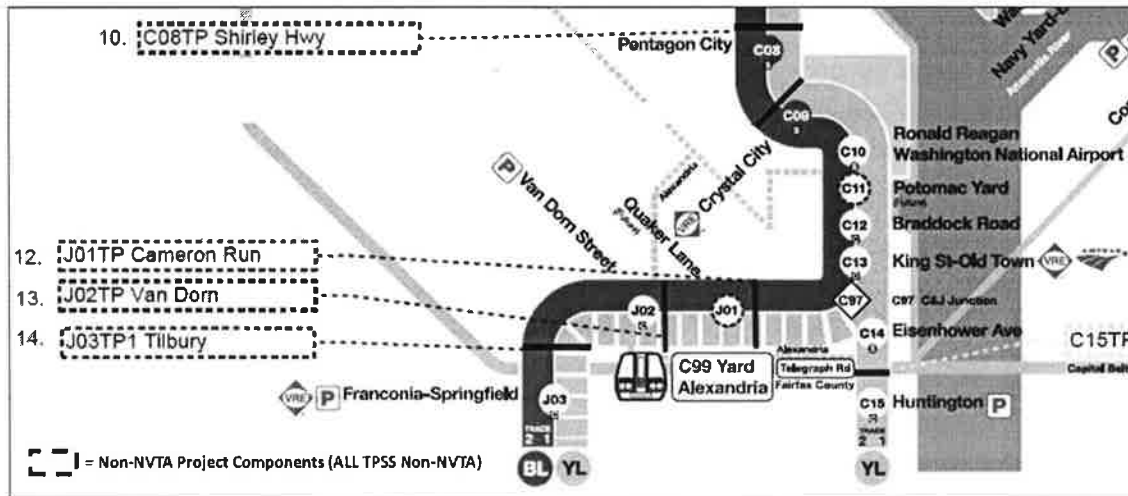
Specific benefits of full 8-car trains can be found here: <http://www.wmata.com/momentum/metro2025-1-longest-trains.pdf>

Fiscal Year 2016 Annual Budget - [http://www.wmata.com/about\\_metro/docs/Proposed%20Fiscal%20Year%202015%20Annual%20Budget.pdf](http://www.wmata.com/about_metro/docs/Proposed%20Fiscal%20Year%202015%20Annual%20Budget.pdf)

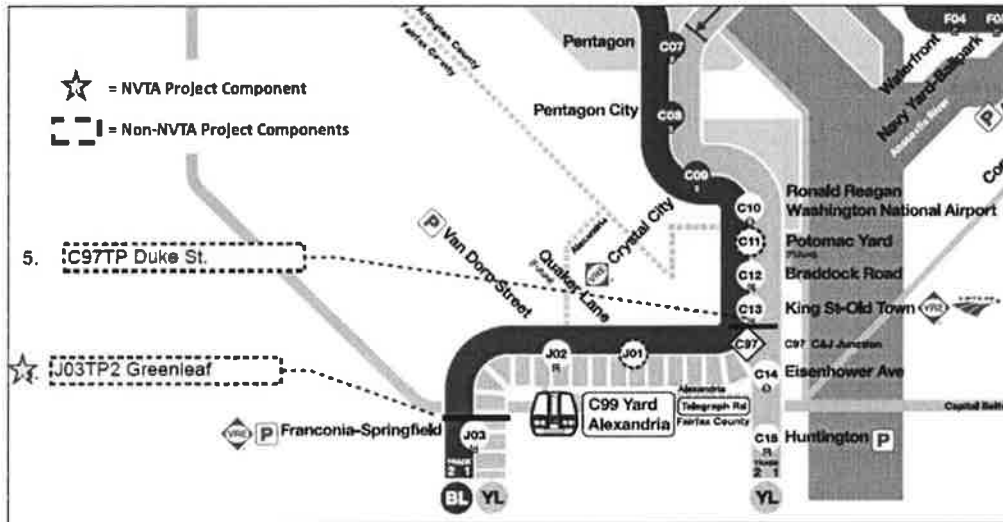
## Blue Line Traction Power Upgrades Tie-Breaker Station (TBS) Locations



## Blue Line Traction Power Upgrades Traction Power Sub-station (TPSS) Locations



## Blue Line Traction Power Upgrades Direct-Current Switch Gear (DC Gear) Locations



## Blue Line Traction Power Upgrades Eight-Car Trains and Traction Power Components





**APPENDIX B-PROJECT BUDGET & CASH FLOW  
PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Blue Line Traction Power Upgrades - 8FF  
 Recipient Entity: WMATA  
 Project Contact Information: Kelly Reahl, 202-309-9295

<b>NVTA Use:</b>	
Date Received:	_____
Funding Program:	_____
Project #:	_____
Ledger Account #:	_____
Revision Date:	_____
Recy'd Certificate of Ins:	_____

**TABLE B-1 PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Other Sources of Funds	List of Other Sources of Funds ( For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Inside Engineering	\$ 4,453,050.00	\$ 1,867,205	\$ 2,585,845	DC and MD system performance funds (local match)
Escort Support	\$ 6,922,521	\$ 2,488,266	\$ 4,434,255	DC and MD system performance funds (local match)
Construction	\$ 39,528,825	\$ 8,636,550	\$ 30,892,275	DC and MD system performance funds (local match)
Contract Administration	\$ 11,240,070	\$ 4,451,930	\$ 6,788,140	DC and MD system performance funds (local match)
<b>Total Estimated Cost</b>	<b>\$ 62,144,466</b>	<b>\$ 17,443,951</b>	<b>\$ 44,700,515</b>	

**TABLE B-2 PROJECT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVTA FUNDS ONLY**

Project Cost Category	Total FY2017 Project Funds	Total FY2018 Project Funds	Total FY2019 Project Funds	Total FY2020 Project Funds	Total FY2021 Project Funds	Total FY2022 Project Funds
Inside Engineering		\$ 933,602	\$ 933,603			
Escort Support		\$ 1,236,330	\$ 1,251,936			
Construction		\$ 4,318,275	\$ 4,318,275			
Contract Administration		\$ 2,225,965	\$ 2,225,965			
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ 8,714,172</b>	<b>\$ 8,729,779</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**TABLE B-3 MONTHLY/QUARTERLY PROJECT CASH FLOW FOR NVTA FUNDS ONLY**

Month	FY2017 Monthly Cash Flow	FY2018 Quarterly Cash Flow	FY2019 Quarterly Cash Flow	FY2020 Quarterly Cash Flow	FY2021 Quarterly Cash Flow	FY2022 Quarterly Cash Flow
July		\$ 263,296	\$ 969,975			
August		\$ 263,296	\$ 969,975			
September		\$ 263,296	\$ 969,975			
October		\$ 880,476	\$ 969,975			
November		\$ 880,476	\$ 969,975			
December		\$ 880,476	\$ 969,976			
January		\$ 880,476	\$ 969,976			
February		\$ 880,476	\$ 969,976			
March		\$ 880,476	\$ 969,976			
April		\$ 880,476				
May		\$ 880,476				
June		\$ 880,476				
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ 8,714,172</b>	<b>\$ 8,729,779</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

The Total Amounts in Table B-2 and Table B-3 must agree to the total NVTA Funds listed in Table B-1

The total of each Fiscal Year must match in Table B-2 and Table B-3

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity  
  
 Signature

Northern Virginia Transportation Authority  
 \_\_\_\_\_  
 Signature

Northern Virginia Transportation Authority  
 \_\_\_\_\_  
 Signature

Managing Director, OMBS  
 Title  
 12/13/2016  
 Date

NVTA Executive Director  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

NVTA Chief Financial Officer  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

Thomas Webster  
 Print name of person signing  
 Revised: 4/13/2016

## **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 NVTA 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 NVTA 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 NVTA 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 NVTA 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 NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA'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 NVTA 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 of business" within the meaning of Section 162 of the Code.

**RECIPIENT ENTITY**

By:   
Name: Paul J. Wiedefeld  
Title: General Manager/CEO  
Date: 12/13/16

**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**



CERTIFICATION

I hereby certify that at its December 17, 2015 meeting, in a motion by Ms. Tregoning, seconded by Mr. Euille, the voting recorded as follows: Mr. Downey– Aye, Mr. Goldman – Aye, Mr. Euille – Aye, Mr. Bulger – Aye, Ms. Tregoning – Aye, Mr. Corcoran – Aye, Ms. Harley– Aye, and Mr. Dormsjo – Aye, the Washington Metropolitan Area Transit Authority Board of Directors approved the attached 2015-66 Resolution,

**“SUBJECT: Supporting Application Northern Virginia Transportation Authority Fiscal Year 2017 Program Funds to Support Traction Power Upgrades on the Blue Line”**

Given under my hand this 16<sup>th</sup> day of December 2016.

  
\_\_\_\_\_  
Jennifer Ellison  
Board Corporate Secretary

**Washington  
Metropolitan Area  
Transit Authority**

600 Fifth Street, NW  
Washington, DC 20001  
202/962-1234

By Metrorail:  
Judiciary Square—Red  
Line  
Gallery Place-Chinatown—  
Red, Green and  
Yellow Lines  
By Metrobus:  
Routes D1, D3, D6, P6,  
70, 71, 80, X2

*A District of Columbia,  
Maryland and Virginia  
Transit Partnership*

**PRESENTED AND ADOPTED: December 17, 2015**

**SUBJECT: SUPPORTING APPLICATION NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FISCAL YEAR 2017 PROGRAM FUNDS TO SUPPORT TRACTION POWER UPGRADES ON THE BLUE LINE**

**2015-66**

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, The Northern Virginia Transportation Authority (NVTA) is authorized to fund certain transportation capital improvement projects within Northern Virginia's Planning District Eight; and

WHEREAS, Certain projects within the Washington Metropolitan Area Transit Authority's (WMATA) annual capital program are qualified uses for NVTA funding, such that WMATA may be the sponsoring entity for an NVTA-funded project; and

WHEREAS, The NVTA is currently in the process of receiving and evaluating potential projects for its Fiscal Year (FY) 2017 funding cycle; and

WHEREAS, The NVTA requires jurisdictions and agencies to include a Board resolution supporting an application for FY2017 funds; and

WHEREAS, WMATA is required to submit this resolution as soon as possible to support its application; and

WHEREAS, Resolution 2015-34 establishes a policy regarding the use of NVTA funding to satisfy Northern Virginia localities' contributions to WMATA capital programs; and

WHEREAS, WMATA intends to apply for \$17.4 million for Metrorail traction power upgrades on the Blue Line in Virginia to improve service reliability and support full deployment of eight-car trains during peak periods; and

WHEREAS, Resolution 2015-34 requires Board of Directors approval to allow the General Manager/Chief Executive Officer (GM/CEO) to negotiate and execute a Standard Project Agreement between WMATA and NVTA; now, therefore be it

*RESOLVED*, That the Board of Directors supports WMATA's application to NVTA for FY2017 funding for Blue Line traction power upgrades, subject to a future decision by

**Motioned by Ms. Tregoning, seconded by Mr. Euille**

**Ayes: 8 – Mr. Downey, Mr. Goldman, Mr. Euille, Mr. Bulger, Ms. Tregoning, Mr. Corcoran, Ms. Harley and Mr. Dormsjo**

this Board as to whether the project will receive necessary matching funding in WMATA's FY2017 Annual Work Plan; and be it further

*RESOLVED*, That the Board of Directors acknowledges that, in accordance with NVTA Resolution No. 14-08 (adopted January 23, 2014), no NVTA funds will be released to WMATA for the funding of these projects unless and until such time as the Board formally approves such projects as part of WMATA's FY2017 Annual Work Plan; and be it further

*RESOLVED*, That subject to future Board of Directors action approving a FY2017 Annual Work Plan that includes necessary matching funding for the project, the GM/CEO is authorized to negotiate and execute a Standard Project Agreement upon award of the requested funding by NVTA; and be it finally

*RESOLVED*, That in order to meet the submission deadline established by NVTA, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



---

Mark R. Pohl  
Acting General Counsel

WMATA File Structure No.:  
4.3.2 Jurisdictional Funding Agreements





CERTIFICATION

I hereby certify that at its November 17, 2016 meeting, in a motion by Mr. Goldman, seconded by Mrs. Hudgins, the voting recorded as follows: Mr. Evans – Aye, Ms. Harley – Aye, Mr. Corcoran – Aye, Mr. Strickland – Aye, Mr. Price – Aye, Mr. Goldman – Aye, Mrs. Hudgins – Aye, and Ms. Carmody – Aye, the Washington Metropolitan Area Transit Authority Board of Directors approved the attached 2016-48 Resolution, **“SUBJECT: Amendment to Fiscal Year 2017-2021 Capital Improvement Program.”**

Given under my hand this 16<sup>th</sup> day of December 2016.

  
\_\_\_\_\_  
Jennifer Ellison  
Board Corporate Secretary

**Washington  
Metropolitan Area  
Transit Authority**

600 Fifth Street, NW  
Washington, DC 20001  
202/962-1234

By Metrorail:  
Judiciary Square—Red  
Line  
Gallery Place-Chinatown—  
Red, Green and  
Yellow Lines  
By Metrobus:  
Routes D1, D3, D6, P6,  
70, 71, 80, X2

*A District of Columbia,  
Maryland and Virginia  
Transit Partnership*

**PRESENTED AND ADOPTED: November 17, 2016**

**SUBJECT: AMENDMENT TO FISCAL YEAR 2017-2021 CAPITAL IMPROVEMENT PROGRAM**

**2016-48**

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, The Washington Metropolitan Area Transit Authority (WMATA) has identified certain capital program investment areas that are ahead of schedule and will incur higher than expected expenses in Fiscal Year (FY) 2017, as well as other program areas that are behind schedule and will incur lower than expected expenses; and

WHEREAS, The Railcar Acquisition program, which has an approved FY2017 budget of \$203.8 million, requires additional budget authority due to the accelerated delivery of new 7000 series railcars above the rate assumed in the FY2017 capital budget; and

WHEREAS, The Fixed Rail program, which has an approved FY2017 budget of \$78.9 million, requires additional budget authority due to the ongoing SafeTrack program that was initiated in June 2016 (after the FY2017 budget was adopted) to accelerate track work to address safety recommendations and rehabilitate the Metrorail system to improve safety and reliability; and

WHEREAS, The Propulsion program, which has an approved FY2017 budget of \$39.8 million, and the Signals & Communication program, which has an approved FY2017 budget of \$64.5 million, are not expected to fully achieve their planned expenditures in FY2017, due to schedule delays; and

WHEREAS, The Platforms & Structures program, which has an approved FY2017 budget of \$46.4 million, is expected to expend more budget than originally planned as a result of negotiated contract modifications; and

WHEREAS, In July 2016, WMATA was awarded \$17.4 million from the Northern Virginia Transportation Authority (NVTA) to support Metrorail traction power upgrades on the Blue Line in Northern Virginia, and a Special Project Agreement (SPA) must be executed between WMATA and NVTA before the funds can be released; and

WHEREAS, In accordance with Board Resolution 2015-66, the General Manager/Chief Executive Officer (GM/CEO) is authorized to execute a SPA for the NVTA funding, subject

**Motioned by Mr. Goldman, seconded by Mrs. Hudgins**

**Ayes: 8 – Mr. Evans, Ms. Harley, Mr. Corcoran, Mr. Strickland, Mr. Price, Mr. Goldman, Mrs. Hudgins and Ms. Carmody**

to approval of an FY2017-2022 Capital Improvement Program (CIP) that includes the necessary matching funding for the project; and

WHEREAS, The FY2017-2022 CIP includes \$62.1 million in planned expenditures on Blue Line traction power upgrades in FY2018 and FY2019 within the Propulsion program, with these expenditures planned to be funded through future state/local System Performance funds; now, therefore be it

*RESOLVED*, That the FY2017 CIP budget for Railcar Acquisition is amended to increase total budget authority for the program by \$90.0 million to \$293.8 million to support accelerated delivery of new 7000 series railcars; and be it further

*RESOLVED*, That the FY2017 CIP budget for Fixed Rail is amended to increase total budget authority for the program by \$60.0 million to \$138.9 million to support ongoing SafeTrack efforts; and be it further

*RESOLVED*, That the additional budget authority for these programs shall be funded in FY2017 through the utilization of WMATA's short-term lines of credit (LOC) and/or other short-term debt instruments as shall be deemed appropriate by the GM/CEO and the Chief Financial Officer (CFO), and subject to any required Board of Directors approvals; and be it further

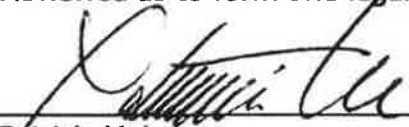
*RESOLVED*, That the short-term financing utilized in FY2017 shall be paid off in FY2018 through additional jurisdictional contributions and/or through the issuance of long-term debt; and be it further

*RESOLVED*, That the FY2017 CIP budget is amended to reprogram \$13.0 million of total budget authority into Platforms & Structures, increasing the total budget for that program to \$59.4 million, and that the FY2017 budgets for Propulsion and for Signals & Communication are reduced by \$7.0 million (to \$32.8 million) and \$6.0 million (to \$54.8 million), respectively, such that the net funding impact of the reprogramming action on the FY2017 CIP is zero; and be it further

*RESOLVED*, That the Financial Plan for the FY2017-2022 CIP shall be modified to incorporate \$17.4 million of NVTA funding for traction power upgrades and \$44.7 million of matching funds from the District of Columbia and the State of Maryland in FY2018 and FY2019, with total system performance funding in the same period reduced by the same total amount of \$62.1 million, such that total state and local contributions within the CIP Financial Plan remain unchanged; and be it finally

**RESOLVED**, That because the requested budget amendment will impact the upcoming FY2018-2023 CIP to be presented to the Board of Directors for consideration in December 2016, and to ensure that 7000 series railcar deliveries and SafeTrack activities may continue without interruption, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



---

Patricia Y. Lee  
General Counsel

WMATA File Structure Nos.:  
4.2.3 Budget Reprogramming  
4.4.2 Grant Applications

## Appendix F – Background Context: Traction Power, Rolling Stock, and 8-Car Trains

## Phillips, Mark E.

---

**From:** Keith Jasper <Keith.Jasper@thenovaaauthority.org>  
**Sent:** Tuesday, August 23, 2016 11:08 AM  
**To:** Phillips, Mark E.  
**Subject:** RE: FY17 project Appendix B

Mark,

Thanks for reaching out. You are correct – the SPA Appendix B should not include the rolling stock as that is not funded through this project. For clarification purposes, we should consider adding a statement in Appendix A regarding the linkage between this project and the all 8-car trains project, which could include general schedule information. We are interested to understand corresponding information for the Orange Line also.

What's your schedule for progressing the SPA packet?

Keith

---

**From:** Phillips, Mark E. [mailto:MEPhillips@wmata.com]  
**Sent:** Tuesday, August 23, 2016 10:32 AM  
**To:** Keith Jasper <Keith.Jasper@thenovaaauthority.org>  
**Subject:** FY17 project Appendix B

Good morning, Keith. I have a somewhat random question for you. For the BL traction power project, will NVTA require us to include/project funding and acquisition schedule for rolling stock? I know the Authority requested we add that to the total project cost in order to have an informed vote, but it isn't really part of the discrete traction power capital project. I'm not sure I can separate out the spending/schedule for 14 cars from the overall 7000-series acquisition program. I think the SPA and Appendix B should focus on the discrete and specific project being funded, the purchase and installation of additional traction power components.

Thank you,

**Mark Phillips**  
Regional Planning Group  
WMATA Office of Planning  
600 Fifth Street NW, 6F-08  
Washington, DC 20001

P: 202.962.1240  
E: [mephillips@wmata.com](mailto:mephillips@wmata.com)  
[www.planitmetro.com](http://www.planitmetro.com)  
[www.wmata.com](http://www.wmata.com)

## Phillips, Mark E.

---

**From:** Keith Jasper <Keith.Jasper@thenovaauthority.org>  
**Sent:** Tuesday, May 03, 2016 4:34 PM  
**To:** Phillips, Mark E.  
**Cc:** Davis, Allison; Potts, Gregory W.  
**Subject:** RE: Rolling stock for BL 100% 8-cars

Thanks Mark, this is really helpful. So \$26,481,098 is the estimated total cost for 100% 8-car trains on the entire Blue Line (including 15% spares, no additional facilities), which we should add to the \$62,144,466 total cost for the traction power upgrades project (regardless of funding sources)? Total project cost = \$88,625,564.

Look forward to seeing you tomorrow.

Keith

---

**From:** Phillips, Mark E. [mailto:MEPhillips@wmata.com]  
**Sent:** Tuesday, May 03, 2016 4:06 PM  
**To:** Keith Jasper  
**Cc:** Allison Davis; Gregory Potts  
**Subject:** Rolling stock for BL 100% 8-cars

Hello, Keith. I'm responding to your earlier request for additional information on the rolling stock requirements for deploying 100% 8-car trains on the Blue Line, related to our application for traction power support. As we mentioned on the phone earlier, this estimate is based off the incremental increase in rail cars needed to hit 100% during peak hours, recognizing that we already schedule 50% 8-car trains on Blue during peak hours. Directly from our rail scheduling department, that schedule requires a total of 12 trains (due to end-to-end travel times, it takes 12 trains cycling through both directions to meet the 12-minute headways). 6 of those 12 trains are already 8-car consists. Deploying all 12 in 8-car consists will require 12 additional rail cars at \$1,891,507 each, or \$22,698,084. If you want to include spares, I can apply the current 15% spare ratio for an additional two cars, or 14 total cars at \$26,481,098. I think we all agree not to include costs for additional O&M facilities as they're already included in the system-wide fleet management plan, CNI, and CIP, all of which are being updated.

Thank you,

**Mark Phillips**  
Regional Planning Group  
WMATA Office of Planning  
202.962.1240  
[mephillips@wmata.com](mailto:mephillips@wmata.com)  
[www.planitmetro.com](http://www.planitmetro.com)  
[www.wmata.com](http://www.wmata.com)

SAFETY, SERVICE AND FINANCIAL RESPONSIBILITY

# FY2017 APPROVED BUDGET

EFFECTIVE JULY 1, 2016



FOCUSING ON THE CUSTOMER



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY



## Chapter 4 - FY2017 Capital Budget



7000 Series Railcars at Metro Center

## Uses of Funds

The FY2017-2022 CIP includes \$6 billion for safety-related and state of good repair investments. The approved FY2017 budget represents \$950 million of this total. Approved FY2017 CIP investments are summarized in two tables. First, the investments are displayed by asset category, and then they are listed in detail by subcategory. In addition, the FY2017 capital budget includes \$52.0 million in reimbursable projects that are listed later in this chapter.

### Safety-Related Investments

The FY2017-2022 CIP proposes more than \$1 billion in funding of safety-related investments, including full funding of all current NTSB recommendations and SMI requirements. The approved FY2017 budget contains \$302 million for safety related investments, including but not limited to the following significant investments:

- Continuation of the replacement of the three hundred 1000-series railcars with the new 7000-series.
- Completion of the design work for the above ground elements of the new 700 MHz radio system and installation of cable trays along the Red Line.
- Completion of the project to replace all the Generation 2 track circuits in the rail system, which is a National Transportation Safety Board Recommendation and Safety Management Inspection corrective action.
- Installation of event recorders and reliability improvements to the Vehicle Monitoring Systems (VMS) on legacy fleets
- Development of automated processes to record maintenance and inspection activities for tunnel ventilation systems, drainage pumping stations, and other critical systems

### State of Good Repair Investments

*In addition to the safety investments, the FY2017-2022 CIP proposes nearly \$5.0 billion in funding to repair and replace assets to bring them into a state of good repair.*

Key state of good repair investments in this six year plan include:

- Continuation of on-going rehabilitation and replacement of track and rail structures to achieve a state of good repair and a steady state of maintenance
- Replacement, rehabilitation, and repair of railcars, in addition to the NTSB-directed replacement of the three hundred 1000-series railcars, including:
  - Replacement of the 4000-series railcars (100)

- Replacement of the 5000-series railcars (192)
  - Purchase of additional 7000-series railcars (28)
  - Initiation of the replacement of the 2000/3000-series railcars
  - Continuation of the railcar scheduled preventive maintenance and component replacement program that promotes a state of good repair and improves the safety and reliability of the vehicles
  - Replacement, rehabilitation and repair of buses
    - Replacement of approximately 100 buses per year
    - Rehabilitation of approximately 100 buses per year
    - Continuous scheduled preventive maintenance on the entire bus fleet
  - Procurement of approximately 180 MetroAccess vehicles per year
  - Replacement of approximately 88 escalators
  - Rehabilitation of approximately 188 escalators
  - Rehabilitation of approximately 97 elevators
  - Major investment in the replacement or refurbishment of fare gates and fareboxes
  - Completion of the Orange/Blue line rehabilitation effort
- The proposal includes \$825 million for state of good repair investments in FY2017, including but not limited to the following significant investments:
- Continued rail line segment rehabilitation on the Orange/Blue Lines
  - Increased investment in railcar rehabilitation program to rebuild railcar components to sustain the railcar lifecycle and improve reliability.
  - Continued rehabilitation of Alexandria, Brentwood, and New Carrollton rail yards
  - Full rehabilitation of 12 Metro stations and smaller scale rehabilitations of another 12 Metro stations
  - Replacement of 22 escalators and rehabilitation of an additional 18 escalators
  - Rehabilitation of 12 elevators
  - Replacement of approximately 86 buses and the rehabilitation of another 100 buses
  - Advancing the replacement of Southern Avenue and Royal Street bus garages with new facilities at Andrews Federal Campus and Cinder Bed Road
  - Implementation of fare collection equipment replacement/refurbishment

## Financial Plan by Investment Category

(dollars in millions)	FY2017	FY2018 Plan	FY2019 Plan	FY2020 Plan	FY2021 Plan	FY2022 Plan	6 Year Total
	-2022 Total						
Railcar Investments	\$353.6	\$385.7	\$371.4	\$229.5	\$221.2	\$260.9	\$1,822.3
Rail Systems Investments	\$104.3	\$162.0	\$160.6	\$140.1	\$109.0	\$111.8	\$787.8
Track and Structures Rehabilitation Investments	\$89.3	\$107.9	\$113.7	\$116.8	\$117.3	\$120.7	\$665.7
Stations and Passenger Facilities Investments	\$133.0	\$234.3	\$179.6	\$184.4	\$124.2	\$141.2	\$996.7
Bus and Paratransit Investments	\$218.1	\$259.1	\$172.5	\$218.1	\$222.6	\$217.5	\$1,308.1
Business Support Investments	\$51.6	\$66.5	\$59.7	\$63.5	\$56.4	\$55.5	\$353.2
Contingency	-	\$13.2	\$13.2	\$13.2	\$13.2	\$13.2	\$66.2
<b>Total Capital Programs</b>	<b>\$950.0</b>	<b>\$1,228.7</b>	<b>\$1,070.9</b>	<b>\$965.6</b>	<b>\$863.9</b>	<b>\$920.9</b>	<b>\$6,000.0</b>

## Appendix A - Capital Improvement Plan

### FY2017-2022 Multi-Year Investments (dollars in millions)

Investment by Program	FY2017 Budget	FY2018 Plan	FY2019 Plan	FY2020 Plan	FY2021 Plan	FY2022 Plan	6 Year Total
<b>Railcars</b>							
1000 Series Rail Car Replacement	202.2	168.1	7.2	5.1	32.6	30.0	445.3
2000/3000 Series Rail Car Replacement	0.4	2.1	4.2	29.7	69.7	88.0	194.1
4000 Series Rail Car Replacement	-	96.0	54.0	2.4	1.3	21.4	175.1
Rail Car Acquisition (220 Railcars)	-	-	204.0	90.4	14.3	9.3	317.9
Test Track & Railcar Commissioning Facility	1.2	-	-	-	-	-	1.2
<b>Railcar Acquisition</b>	<b>203.8</b>	<b>266.2</b>	<b>269.4</b>	<b>127.6</b>	<b>117.9</b>	<b>148.7</b>	<b>1,133.6</b>
Railcar Rehabilitation Program	50.0	67.5	68.7	70.0	71.3	72.6	400.0
Rail Car Safety & Reliability Enhancements	5.0	6.5	4.3	3.9	3.9	3.9	27.6
Rail Preventive Maintenance	60.0	20.9	20.9	20.9	20.9	20.9	164.5
<b>Railcar Maintenance/Overhaul</b>	<b>115.0</b>	<b>94.9</b>	<b>93.9</b>	<b>94.8</b>	<b>96.1</b>	<b>97.5</b>	<b>592.1</b>
Rail Shop Repair Equipment	-	-	-	-	2.8	5.7	8.5
Rail Yard Facility Repairs	29.0	18.0	-	-	-	-	47.0
Rail Yard Hardening and Bus Security	1.5	1.5	-	-	-	-	3.0
7000 Series Rail Car HVAC Maintenance Facility	1.7	2.8	4.2	3.2	0.6	5.4	17.9
Storm Water Facility Assessment	0.2	2.3	3.8	3.8	3.8	3.8	17.8
Facilities Consolidation	2.4	-	-	-	-	-	2.4
<b>Railcar Maintenance Facilities</b>	<b>34.8</b>	<b>24.6</b>	<b>8.0</b>	<b>7.0</b>	<b>7.2</b>	<b>14.8</b>	<b>96.6</b>
<b>Railcar Investments</b>	<b>353.6</b>	<b>385.7</b>	<b>371.4</b>	<b>229.5</b>	<b>221.2</b>	<b>260.9</b>	<b>1,822.3</b>
<b>Rail Systems</b>							
Rail Power System Upgrades	17.5	33.8	29.4	29.8	33.4	40.5	184.4
AC Power Systems State of Good Repair	3.7	4.1	3.5	3.9	5.4	5.4	26.0
Traction Power State of Good Operations	18.6	10.3	11.3	11.7	10.3	9.3	71.3
<b>Propulsion</b>	<b>39.8</b>	<b>48.1</b>	<b>44.2</b>	<b>45.4</b>	<b>49.0</b>	<b>55.1</b>	<b>281.7</b>
Radio & Cellar Infrastructure Replacement Program	30.1	72.9	89.0	65.8	32.7	25.5	316.1
National Transportation Safety Board Recommendations	19.9	20.1	5.0	5.0	5.0	2.0	57.0
Automatic Train Control State of Good Repair	14.5	20.9	22.4	23.8	22.3	29.1	133.1
<b>Signals &amp; Communications</b>	<b>64.5</b>	<b>113.8</b>	<b>116.5</b>	<b>94.7</b>	<b>60.0</b>	<b>56.7</b>	<b>506.1</b>
<b>Rail Systems Investments</b>	<b>104.3</b>	<b>162.0</b>	<b>160.6</b>	<b>140.1</b>	<b>109.0</b>	<b>111.8</b>	<b>787.8</b>
<b>Track &amp; Structures Rehabilitation</b>							
Track Welding Program	6.5	7.5	7.7	7.0	7.9	7.5	44.2
Replacement of Rail Track Signage	0.6	1.9	1.8	1.9	1.8	1.9	9.9
Track Grout Pad Rehabilitation	3.8	3.9	4.9	5.0	5.2	5.4	28.2
Track Structural Rehabilitation	2.4	2.5	2.6	2.6	2.7	2.8	15.6
Third Rail Rehabilitation and Replacement	-	7.2	7.6	7.6	8.2	8.5	39.1
Track Rehabilitation	52.4	56.7	65.8	65.1	65.5	66.0	371.5
General Project Administration and Planning	3.0	3.0	3.5	3.5	3.5	3.5	20.0
Wayside Work Equipment	3.6	5.0	3.2	2.5	-	-	14.2
System-wide Infrastructure Rhb	0.2	-	-	-	-	-	0.2
Transit Asset Management System	3.9	-	-	-	-	-	3.9

**FY2017-2022 Multi-Year Investments**  
**(dollars in millions)**

<b>Investment by Program</b>	<b>FY2017 Budget</b>	<b>FY2018 Plan</b>	<b>FY2019 Plan</b>	<b>FY2020 Plan</b>	<b>FY2021 Plan</b>	<b>FY2022 Plan</b>	<b>6 Year Total</b>
General Engineering	1.5	-	-	-	-	-	1.5
Emergency Construction	1.0	1.2	1.2	1.2	1.2	1.2	7.0
<b>Fixed Rail</b>	<b>78.9</b>	<b>88.8</b>	<b>98.2</b>	<b>96.4</b>	<b>96.0</b>	<b>96.7</b>	<b>555.1</b>
Station/Tunnel Leak Mitigation	7.1	5.5	8.6	10.1	10.4	13.2	55.0
Bush Hill Aerial Structure Rehabilitation	2.0	4.2	-	-	-	-	6.2
Farragut North Beam Rehabilitation	1.3	-	-	-	-	-	1.3
<b>Structures</b>	<b>10.4</b>	<b>9.7</b>	<b>8.6</b>	<b>10.1</b>	<b>10.4</b>	<b>13.2</b>	<b>62.5</b>
Track Maintenance Equipment	-	9.4	6.9	10.2	10.8	10.7	48.0
<b>Track Maintenance Equip</b>	<b>-</b>	<b>9.4</b>	<b>6.9</b>	<b>10.2</b>	<b>10.8</b>	<b>10.7</b>	<b>48.0</b>
<b>Track and Structures Rehabilitation Investments</b>	<b>89.3</b>	<b>107.9</b>	<b>113.7</b>	<b>116.8</b>	<b>117.3</b>	<b>120.7</b>	<b>665.7</b>
<b>Stations and Passenger Facilities</b>							
Bicycle & Pedestrian Facilities: Capacity Improvements	1.7	2.0	2.0	2.0	2.0	2.0	11.7
Station Rehabilitation Program	10.9	11.8	11.8	11.7	11.8	11.8	69.8
Station Entrance Canopies	6.8	14.7	16.0	7.4	10.5	-	55.4
Red Line Rehabilitation Stage Two	-	4.5	9.5	33.6	11.0	26.5	85.0
Orange/Blue Line Rehabilitation Stage One	27.0	60.6	-	-	-	-	87.6
Accessible Station Signage	-	0.1	0.1	0.1	0.1	0.1	0.4
<b>Platforms &amp; Structures</b>	<b>46.4</b>	<b>93.6</b>	<b>39.3</b>	<b>54.7</b>	<b>35.4</b>	<b>40.4</b>	<b>309.8</b>
Elevator Rehabilitation	8.6	8.6	8.2	8.2	8.2	8.2	50.2
Escalator Rehabilitation	7.7	12.5	12.3	12.3	12.3	12.3	69.5
Elevator/Escalator Repairables	3.6	5.6	5.6	5.6	5.6	5.6	31.6
Escalator Replacement	27.7	34.9	36.4	36.0	24.0	32.0	191.1
<b>Vertical Transportation</b>	<b>47.5</b>	<b>61.6</b>	<b>62.6</b>	<b>62.2</b>	<b>50.2</b>	<b>58.2</b>	<b>342.3</b>
Integrating regional NEXTFARE System	0.8	0.5	0.1	0.1	-	-	1.5
Fare Collection Modernization	9.5	33.8	49.8	35.2	9.7	11.9	150.0
<b>Fare Collection</b>	<b>10.3</b>	<b>34.3</b>	<b>49.9</b>	<b>35.4</b>	<b>9.7</b>	<b>11.9</b>	<b>151.5</b>
Fire Systems	6.0	5.7	4.0	2.0	-	-	17.7
Station Cooling Program	4.1	6.6	7.0	10.8	8.6	6.6	43.6
Station Lighting Improvements	4.4	5.3	8.1	8.2	8.2	9.2	43.5
Raising Vent Shafts Vicinity Federal Triangle & Protecting System Core	6.0	10.1	-	-	-	-	16.1
Improving Drainage	3.5	4.5	-	-	-	-	8.0
System wide Fire Alarm System Upgrade Project to meet NFPA72	0.4	4.4	4.6	4.7	4.7	4.8	23.6
<b>Station Systems</b>	<b>24.4</b>	<b>36.7</b>	<b>23.7</b>	<b>25.6</b>	<b>21.5</b>	<b>20.6</b>	<b>152.5</b>
Parking Garage Rehabilitation	4.4	8.1	4.2	6.4	7.4	10.2	40.6
<b>Parking Facilities</b>	<b>4.4</b>	<b>8.1</b>	<b>4.2</b>	<b>6.4</b>	<b>7.4</b>	<b>10.2</b>	<b>40.6</b>
<b>Stations and Passenger Facilities Investments</b>	<b>133.0</b>	<b>234.3</b>	<b>179.6</b>	<b>184.4</b>	<b>124.2</b>	<b>141.2</b>	<b>996.7</b>
<b>Bus and Paratransit</b>							
Bus Replacement	66.6	67.9	50.8	102.7	102.7	102.9	493.6
<b>Bus Acquisition</b>	<b>66.6</b>	<b>67.9</b>	<b>50.8</b>	<b>102.7</b>	<b>102.7</b>	<b>102.9</b>	<b>493.6</b>
Automatic Vehicle Location Eq	2.3	-	-	-	-	-	2.3
Bus Repair Equipment	2.3	3.8	3.8	4.5	5.0	5.0	24.4

**FY2017-2022 Multi-Year Investments**  
**(dollars in millions)**

	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	6 Year
<b>Investment by Program</b>	<b>Budget</b>	<b>Plan</b>	<b>Plan</b>	<b>Plan</b>	<b>Plan</b>	<b>Plan</b>	<b>Total</b>
Bus Rehabilitation Program	35.0	46.1	43.4	44.7	46.0	47.4	262.5
Bus Camera Installation & Replacement	0.9	4.2	5.1	3.4	3.6	3.6	20.8
Bus Repairables	5.6	6.5	6.5	6.5	7.0	7.5	39.6
Bus Preventive Maintenance	35.0	10.2	10.2	10.2	10.2	10.2	86.0
<b>Bus Maintenance/Overhaul</b>	<b>81.0</b>	<b>70.8</b>	<b>69.0</b>	<b>69.2</b>	<b>71.9</b>	<b>73.7</b>	<b>435.6</b>
Underground Storage Tank Replacement	1.2	2.8	4.4	4.7	4.9	4.9	22.8
Bladensburg Shop Reconfigure	1.7	-	-	-	-	-	1.7
Southern Avenue Bus Garage Replacement	25.0	68.7	13.4	5.0	1.2	2.7	116.0
Royal Street Bus Garage Replacement (Cinder Bed Road)	20.0	16.3	0.5	-	-	-	36.9
Shepherd Parkway Bus Facility	2.0	4.8	1.5	-	-	-	8.3
Bus Garage Facility Repairs	3.2	-	-	-	-	-	3.2
CTF Electrical Upgrade	0.4	-	-	-	-	-	0.4
Pollution Prevention for Track Fueling Areas	0.2	3.4	3.3	3.8	3.8	3.8	18.2
Bladensburg Garage	1.5	3.1	15.1	18.3	23.9	14.6	76.5
<b>Bus Maintenance Facilities</b>	<b>55.0</b>	<b>99.1</b>	<b>38.3</b>	<b>31.8</b>	<b>33.8</b>	<b>25.9</b>	<b>284.0</b>
Bus Priority Corridor Network	3.1	-	-	-	-	-	3.1
Bus Planning	0.1	0.5	0.7	0.7	0.7	0.8	3.6
Bus Customer Facility Improvements	1.0	1.7	1.8	1.7	2.0	1.9	10.0
New Project - Traffic Signal Prioritization	2.5	7.6	-	-	-	-	10.1
<b>Bus Passenger Facilities/Systems</b>	<b>6.7</b>	<b>9.8</b>	<b>2.5</b>	<b>2.4</b>	<b>2.7</b>	<b>2.6</b>	<b>26.8</b>
MetroAccess Fleet Acquisition	8.8	11.4	12.0	11.9	11.5	12.4	68.0
<b>Paratransit</b>	<b>8.8</b>	<b>11.4</b>	<b>12.0</b>	<b>11.9</b>	<b>11.5</b>	<b>12.4</b>	<b>68.0</b>
<b>Bus and Paratransit Investments</b>	<b>218.1</b>	<b>259.1</b>	<b>172.5</b>	<b>218.1</b>	<b>222.6</b>	<b>217.5</b>	<b>1,308.1</b>
<b>Business Support</b>							
Bus & Rail Asset Management Software	2.6	2.2	2.9	4.3	3.4	3.4	18.8
Bus Operations Support Software	0.6	2.0	1.4	4.9	1.6	1.6	12.1
IT Capital Program Business Process Reengineering and Program Support	3.1	5.3	6.9	6.9	6.9	6.9	36.1
Data Centers and Infrastructures	3.5	3.8	3.8	3.8	3.7	3.7	22.2
Document Management System	1.0	1.0	1.0	1.0	1.0	1.0	6.0
Enterprise Geographic Information System	0.4	0.9	0.9	0.9	0.9	0.9	4.6
Sensitive Data Protection Technology	0.5	1.2	1.3	2.2	1.5	1.5	8.3
Management Support Software	14.5	17.3	11.8	9.8	7.5	7.5	68.4
Metro IT One Stop and Office Automation	0.6	0.8	0.9	0.9	0.9	0.9	5.1
Police Dispatch and Records Management	2.0	1.3	1.3	2.0	1.5	1.5	9.7
Network and Communications	3.2	4.8	4.9	5.9	6.1	6.3	31.2
Customer Electronic Communications & Outreach	1.0	1.5	1.5	1.5	1.5	1.5	8.5
Rail Operations Support Software	2.0	3.4	3.7	4.6	4.4	4.4	22.5
Data Governance and Business Intelligence	0.5	0.9	1.1	1.1	1.1	1.0	5.6
Rail Mileage Based Asset Management	0.2	0.1	-	-	-	-	0.3
Safety Measurement System	2.4	2.2	2.1	0.1	0.7	-	7.4
Rail Scheduling System Upgrade	1.2	2.3	-	-	-	-	3.5

**FY2017-2022 Multi-Year Investments**  
**(dollars in millions)**

Investment by Program	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	6 Year
	Budget	Plan	Plan	Plan	Plan	Plan	Total
Wireless Communication Infrastructure	1.5	1.7	-	-	-	-	3.2
<b>IT</b>	<b>40.8</b>	<b>52.7</b>	<b>45.5</b>	<b>49.8</b>	<b>42.7</b>	<b>42.1</b>	<b>273.5</b>
Police Emergency Management Equipment	0.1	0.2	0.2	0.2	0.2	0.2	1.0
Police Portable Radio Replacement	0.0	0.9	0.8	0.1	0.0	0.0	2.0
Support Equipment - MTPD	0.7	1.4	1.0	1.0	1.0	1.0	6.1
Police Substation District 2	0.1	-	-	-	-	-	0.1
Special Operations DivisionFac	0.2	-	-	-	-	-	0.2
<b>MTPD</b>	<b>1.0</b>	<b>2.5</b>	<b>2.0</b>	<b>1.3</b>	<b>1.3</b>	<b>1.2</b>	<b>9.4</b>
Service Vehicle Replacement & Leasing	2.7	1.8	2.3	1.9	2.0	4.8	15.5
Materials Handling Equipment	-	0.5	0.6	0.6	0.6	0.6	2.9
Currency Processing Machines	-	0.6	0.6	0.9	0.9	-	3.0
Environmental Compliance Project	1.0	1.6	2.3	1.9	2.0	2.0	10.8
Core & System Capacity Project Development	0.6	1.0	-	0.1	-	-	1.7
Credit Facility	3.0	1.8	1.8	1.8	1.8	1.8	12.0
Roof Rehabilitation and Replacement	1.8	4.0	4.5	4.4	5.2	3.0	22.9
Rehabilitation of Non-Revenue Facilities	0.1	-	-	0.8	-	-	0.9
Sustainability Investments - Pilot Program	0.6	-	-	-	-	-	0.6
<b>Support Equipment/Services</b>	<b>9.8</b>	<b>11.4</b>	<b>12.1</b>	<b>12.4</b>	<b>12.5</b>	<b>12.1</b>	<b>70.3</b>
<b>Business Support Investments</b>	<b>51.6</b>	<b>66.5</b>	<b>59.7</b>	<b>63.5</b>	<b>56.4</b>	<b>55.5</b>	<b>353.2</b>
Contingency	-	13.2	13.2	13.2	13.2	13.2	66.2
<b>Total Capital Programs</b>	<b>950.0</b>	<b>1,228.7</b>	<b>1,070.9</b>	<b>965.6</b>	<b>863.9</b>	<b>920.9</b>	<b>6,000.0</b>



**MOMENTUM**  
metro The Next Generation of Metro

**STRATEGIC PLAN 2013-2025**



## Metro 2025

Momentum includes a set of seven pivotal investments, called Metro 2025, that are essential to implement immediately so that the system can keep up with today's demands and continue to support the region's economic competitiveness and quality of life.

**Table 1: Summary of Metro 2025 Capital Initiatives**

Summary of Metro 2025 Initiatives	Description	Regional Benefits
Eight-Car Trains During Peak Periods p. 55-56	Operate all eight-car trains (longest possible) during rush hour by acquiring additional railcars, power capacity, and railcar storage	Trains will carry 35,000 more passengers per hour during rush hour – the equivalent of building 18 new lanes of highways into Washington, D.C.
Core Station Improvements p. 57-58	Expand or enhance high-volume rail transfer stations in the Metro system core to ease congestion for existing customers and to accommodate more riders in the future. Build new underground pedestrian connections between select stations such as the Farragut Stations or Metro Center/Gallery Place	Brighter, safer, and easier to navigate stations that will serve more people than today. Customers will be able to walk between stations rather than transfer on trains, which will be more convenient, save time and relieve crowding at the major transfer stations
Metrobus Priority Corridor Network (PCN) p. 59-60	Enhance and make bus service faster by completing the PCN, which outlines a variety of improvements that allow buses to bypass traffic congestion	Buses will move 50 percent faster, save each passenger on these routes an average of 3-4 minutes per trip, and remove an additional 100,000 trips from roadways each day
New Blue Line Connections p. 61-62	Seek to restore peak period Blue Line service between Pentagon and Rosslyn stations	Five more trains per hour during the peak period between Pentagon and Rosslyn stations, which would provide capacity for at least 4,000 more passengers per direction per hour. This would reduce crowding and wait times by an average of three minutes per trip for around 16,000 trips.
Next Generation Communications p. 63-64	Become a one-stop shop for all regional transit trip planning, and payment for the region's 15 transit systems. Upgrade communications systems for better, more accurate, and audible information for riders	Regardless of the regional provider, customers will be able to plan, pay for, and take a transit trip seamlessly and effortlessly all across the region. Information, everywhere, all the time, will allow travelers to know where buses and trains are and how to time their trips, as well as receive real-time travel and consumer information while in stations
Bus Fleet Expansion p. 65-66	Expand bus fleet and storage/maintenance facilities along growing corridors	Enables Metro to serve 40,000 additional bus trips per day. Allows Metrobus to maintain existing levels of service. Places Metrobus on a course to help relieve Metrorail congestion on some of its busiest segments.
Pocket Tracks p. 67-68	Build new rail infrastructure, such as pocket tracks and crossovers, to improve service for customers and provide more flexibility in the system	Customers will benefit from a rail system that is more flexible and better able to respond to service disruptions. The infrastructure has the potential to reduce operating costs to local jurisdictions.

Order of Magnitude Cost Estimate (\$2012)	FY2014-2019 Investments	Timeline for Implementation																											
\$2 Billion	\$100 Million	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td colspan="13">[Solid black bar]</td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	[Solid black bar]													
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
[Solid black bar]																													
\$1 Billion	\$100 Million	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td colspan="13">[Solid black bar]</td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	[Solid black bar]													
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
[Solid black bar]																													
\$600 Million	\$85 Million	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td></td><td></td><td></td><td colspan="8">[Solid black bar]</td><td></td><td></td><td></td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025				[Solid black bar]										
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
			[Solid black bar]																										
\$1 Billion	\$1 Million	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td></td><td></td><td></td><td colspan="10">[Solid black bar]</td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025				[Solid black bar]										
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
			[Solid black bar]																										
\$400 Million	\$60 Million	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td></td><td colspan="8">[Solid black bar]</td><td></td><td></td><td></td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		[Solid black bar]												
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
	[Solid black bar]																												
\$450 Million	\$85 Million	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td colspan="13">[Solid black bar]</td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	[Solid black bar]													
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
[Solid black bar]																													
\$500 Million	None	<table border="1"> <tr> <td>2013</td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td><td>2020</td><td>2021</td><td>2022</td><td>2023</td><td>2024</td><td>2025</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td colspan="8">[Solid black bar]</td> </tr> </table>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025						[Solid black bar]								
2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																	
					[Solid black bar]																								

## Eight-Car Trains During Peak Periods

### Summary

This program will maximize the capacity of the existing Metrorail system by enabling operations of 100 percent eight-car trains during peak periods. Metro will upgrade, replace or expand:

- The rail car fleet
- Traction power substations
- Power cabling
- Third rail
- Train control systems
- Storage tracks and maintenance bays in the yards

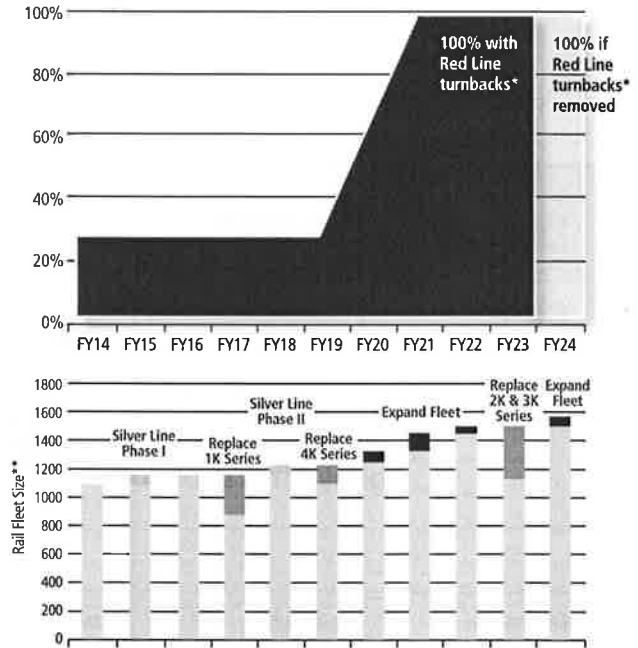
### Purpose and Need

The Metro system's core is the destination or transfer point for 80 percent of all rail riders system-wide. Crowded conditions during peak periods exist currently and, without rail fleet expansion, most rail lines will be even more congested by 2025. Operating 100 percent eight-car trains during peak periods and increasing the capacity of transfer stations (under a related initiative) will provide adequate capacity through 2025.

### Benefits

- Allows lines to carry 35,000 more customers per hour during the peak period
- Accelerates the modernization of the rail fleet
- Attains adequate system capacity through 2040
- Provides passengers with comfortable rides, including more seating
- Satisfies latent travel demand with the increased capacity
- Enhances reliability of traction power and related systems
- Allows comprehensive heavy repair and overhaul of

**Figure 21: Projected Timeline to Operate 100 Percent Eight-Car Trains in the Peak Period**



\* Currently, during peak periods on the Red Line, Metro operates two routes: Shady Grove-Glenmont and Grosvenor-Silver Spring. Grosvenor-Silver Spring makes use of pocket tracks at these stations to "turn back" trains and create a shorter route, utilizing fewer railcars. Additional railcars, shown in FY24, would be needed to remove the turnback and operate the full Red Line route between Shady Grove-Glenmont with all eight-car trains.

\*\* Does not include 50 railcar contingency.

**Note:** Prior to commencement of 100 percent eight car train operations during the peak period, power system and storage/maintenance facilities improvements are required. They are expected as shown in the timeline below.

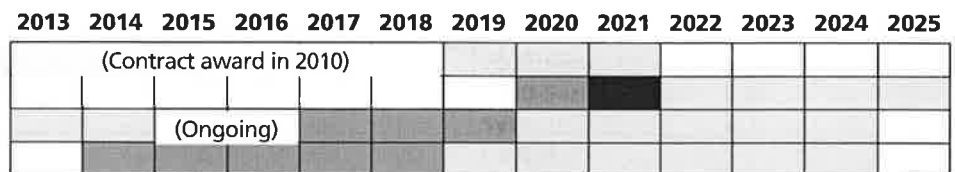
aging rail cars in a new central facility

### Considerations

- Upgrade of systems and expansion of facilities should be complete prior to delivery of the new rail cars.
- Improvements of core stations must be concurrent with this program (under a related initiative).

**Figure 22: 100 Percent Eight-car Trains Timeline**

7000-Series Fleet  
8000-Series Fleet  
Systems  
Facilities



- The long timeframe for developing the heavy repair and overhaul facility requires start in FY2014.
- Dulles Yard expansion should be part of MWA contract for the initial yard.

### Status of Ongoing Projects

- 7000-series cars are being fabricated with options for additional cars, though not enough to attain 100 percent eight-car trains. An 8000-series car must be developed to supply the remainder.
- A survey of traction power conditions (2013) is identifying upgrades of traction power, cabling, third rail and train control.
- 100 percent Eight-car Train Program (2013) is being finalized that will detail all elements of the program.
- Rail Yard Plan (2013) will further define storage and maintenance needs.

### FY2014-2019 Investments

These investments are already included and funded in Metro's current six-year Capital Improvement Program (CIP):

- Engineering and design of maintenance/storage facilities
  - Power upgrades
- Total - \$100 million

### Order of Magnitude Cost Estimate \$2 billion (\$2012)

- \$610 million: 220 railcars (7000 series)
- \$420 million: 140 railcars (8000 series)
- \$370 million: traction power and related systems upgrade
- \$600 million: storage and maintenance facilities expansion

**Table 5: Metrorail System Peak Period Capacity**

#### Without Fleet Expansion

	Peak Hour Passengers per Car (Maximum)				
	Location of Peak Direction Maximum Ridership (2012)	2012	2020	2025	2040
<b>Red</b>	Dupont Circle → Farragut West Gallery Place → Metro Center	✓	—	—	✗
<b>Yellow</b>	Pentagon → L'Enfant Plaza	✓	✓	✓	—
<b>Green</b>	Waterfront → L'Enfant Plaza Mt. Vernon Sq. → Gallery Place	✓	—	—	✗
<b>Blue</b>	Pentagon → Foggy Bottom	✓	—	—	✗
<b>Orange/Silver</b>	Court House → Foggy Bottom	—	✗	✗	✗

#### With Fleet Expansion to 100% Eight-Car Trains by 2020

	Peak Hour Passengers per Car (Maximum)				
	Location of Peak Direction Maximum Ridership (2012)	2012	2020	2025	2040
<b>Red</b>	Dupont Circle → Farragut West Gallery Place → Metro Center	✓	✓	✓	—
<b>Yellow</b>	Pentagon → L'Enfant Plaza	✓	✓	✓	✓
<b>Green</b>	Waterfront → L'Enfant Plaza Mt. Vernon Sq. → Gallery Place	✓	✓	✓	—
<b>Blue</b>	Pentagon → Foggy Bottom	✓	—	—	—
<b>Orange/Silver</b>	Court House → Foggy Bottom	—	—	—	✗

✓ Acceptable (average passengers per car (PPC <100) — Crowded (PPC between 100 and 120) ✗ Extremely crowded (PPC >120)

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**RESOLUTION 14-08**

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (“NVTA”) POLICY FOR USE OF 70% FUNDS UNDER 2013 VA. ACTS CH. 766 REGARDING FUNDING OF PROJECTS UNDERTAKEN BY NVTA OR ON ITS BEHALF WITH THE DISTRICT OF COLUMBIA, VIRGINIA, ANY OTHER STATE OR A POLITICAL SUBDIVISION THEREOF, OR THE UNITED STATES OF AMERICA**

**WHEREAS**, in its 2013 session, the Virginia General Assembly enacted 2013 Va. Acts Chapter 766 (“Chapter 766”); and therein authorized NVTA’s funding of regional transportation projects with certain taxes and fees imposed in accordance with Chapter 766; and

**WHEREAS**, in accordance with the requirements set forth in Chapter 766, NVTA must use and apply all funds generated by the taxes and fees imposed by Chapter 766 in accordance with all the requirements and restrictions set forth in Chapter 766 and the NVTA Act; and

**WHEREAS**, in accordance with Chapter 766, NVTA is the sole determinant of the funding for regional projects with the revenues set forth by Va. Code Ann. Section 15.2-4838.1(C)(1) (“the 70% Funds”); and

**WHEREAS**, NVTA recognizes that certain projects within NVTA otherwise eligible and approved for funding under Chapter 766 may be part of a larger project, projects, or system undertaken by NVTA or one or more of its member localities in conjunction with other state, local, or federal governmental entities. These entities include but are not limited to the District of Columbia, Washington Metropolitan Area Transit Authority, and Virginia Railway Express (“extra-territorial funding partners”); and

**WHEREAS**, in order to ensure compliance with Va. Code Ann. Section 15.2-4838.1, which states, in part, “A. All moneys received by the Authority and the proceeds of bonds issued pursuant to § 15.2-4839 shall be used by the Authority solely for transportation purposes benefiting those counties and cities that are embraced by the Authority”, and all other applicable requirements of Chapter 766 and the NVTA Act, when distributing the 70% Funds to projects which are built or managed in concert with extra-territorial funding partners, prior to any NVTA funds being released for any such project or system, the NVTA must first ensure that, all NVTA’s extra-territorial funding partners pay or officially commit to pay their appropriate, respective proportionate share or shares of the larger project or system costs commensurate with the benefits to each on a basis agreed upon between the member localities. Furthermore, the NVTA funds must be in addition to the funds that the NVTA member locality is to receive from, or credited with by, the extra-territorial funding partner for the larger project or system;

**NOW, THEREFORE BE IT RESOLVED THAT the NVTA adopts the following policy with regard to all projects funded from the 70% Funds that are built or managed in concert with extra-territorial funding partners:**

1. Prior to any NVTA funds being released for any such project or system, the NVTA must first ensure that all NVTA's extra-territorial funding partners pay or officially commit to pay their appropriate, respective proportionate share or shares of the larger project or system costs commensurate with the benefits to each on a basis agreed upon between the member localities;

2. The NVTA must ensure that the funds being released for any such project or system are 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;

3. 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 funding their appropriate, respective proportionate shares of such larger project or system commensurate with the benefits to each on a basis agreed upon with NVTA; and

4. NVTA's Standard Project Administration Agreement for the funding of all projects with 70% Funds shall include conditions consistent with and in furtherance of this policy.

Adopted by the Northern Virginia Transportation Authority on this 23<sup>rd</sup> day of January 2014.



**BY:** \_\_\_\_\_  
Chairman

**ATTEST:**   
Clerk

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Parrish, Chair, NVTA Finance Committee

**SUBJECT:** Proposed FY2018 NVTA Operating Budget

**DATE:** January 6, 2017

---

**1. Purpose:** Seek Northern Virginia Transportation Authority (NVTA) approval of proposed FY2018 NVTA Operating Budget as outlined below. The Finance Committee provided guidance in the formation of the budget and recommends adoption to the NVTA.

**2. Suggested Motion:** *I move Authority adoption of the proposed FY2018 NVTA Operating Budget.*

**3. FY2018 Operating Budget Preparation - Budget Background**

Member jurisdictions typically request their share of the Authority Operating Budget be deducted from their annual Local Distribution Funds or 30% funds. Most of the Operating Budget expenses of the Authority are related to the management and implementation of the region's transportation plan (TransAction). These efforts include project screening, evaluation and rating, as well as the monitoring of approved projects. Fiscal stewardship and management of the Regional Revenue Fund includes fund management, accounting and transparency as well as project reimbursements. Oversight of the Local Distribution Fund (30%) includes the annual certification process and monthly distributions to localities and is also funded from the Operating Budget.

For FY2018, the Authority is estimated to receive \$327.1 million in revenue. The Regional Revenue Fund will receive 70% or \$228.9 million of this revenue for debt service and PayGo projects approved by the Authority. Member jurisdictions will receive approximately \$98.1 million or 30% of the annual revenue for transportation projects. The following table shows the 30% funds estimated to be available to jurisdictions in FY2017 and FY2018.

<b>30% Local Distribution</b>			
<b>Jurisdiction</b>	<b>FY2017 Estimate</b>	<b>FY2018 Estimate</b>	<b>FY2018 Increase</b>
Arlington County	\$ 11,755,411	\$ 11,925,327	\$ 169,917
Fairfax County	43,308,359	44,398,323	1,089,964
Loudoun County	16,611,737	17,091,896	480,158
Prince William County	12,674,898	13,038,690	363,792
City of Alexandria	6,407,057	6,471,536	64,479
City of Fairfax	2,237,025	2,296,644	59,619
City of Falls Church	833,218	854,657	21,439
City of Manassas	1,590,794	1,613,899	23,104
City of Manassas Park	435,264	446,596	11,332
	\$ 95,853,763	\$ 98,137,568	\$ 2,283,805

#### **4. FY2018 Base Budget Increases**

The following changes to the FY2018 base budget are keyed to the expenditure categories in Attachment 1.

##### **A. Staff Compensation Changes**

Based on direction from the Finance Committee, staff performance based compensation changes are budgeted based on the average of annual increases contemplated in NVT member jurisdiction proposed budgets and those of other Authorities and Commissions in Northern Virginia. Member jurisdictions have not yet publicized a projected budget change for staff compensation for FY2018. Therefore, a 4% increase is programmed in the base budget for estimation purposes. The Finance Committee will receive an analysis of regional compensation changes as this information is made public. Changes in compensation impact almost all Personnel Expenditure categories as noted on Attachment 1.

##### **B. Changes in the VRS Annual Required Contribution Rate**

Every two years VRS revises the Annual Required Contribution rate (ARC) for the Authority. This rate is determined through an actuarial study conducted by an independent firm contracted by VRS. This is the 'off year' for the ARC calculation as such the budget change is based on overall compensation changes.

##### **C. Change in Audit and Accounting**

This change is triggered by an \$800 increase in audit fees. The audit fees increase as the size and complexity of the Authority's financial affairs increase.

##### **D. Insurance**

For FY2018 the Authority's liability and property insurance rates will increase by \$525 due to an increase in the cost of the umbrella policy.



**E. Payroll Services**

Payroll Services are projected to increase by \$350 for the contracted payroll service annual fee related to the implementation of the IRS Section 125 Plan.

**F. Public Outreach**

Public Outreach is increasing due to increased costs based on actual experience of \$1,500 related to the production of the Annual Report.

**G. Legal Services/Bond Counsel**

Bond Counsel fees are being reduced \$25,000 based on cost experience, and with the expectation that any fees related to a new bond issuance will be paid as a cost of debt issuance.

**H. Hardware/Software & Peripheral Purchase**

This budget line is reduced for the one-time purchase of two laptops in FY2017.

**I. IT Support Services and Hosting**

Due to expansions in stored data and incremental increases in service fees a \$2,010 increase in support and hosting fees is anticipated.

**J. Web Development and Hosting**

The small incremental increase (\$50) in this category is the result of one time services in FY2017 being replaced by a potential (\$5,000) update to the web design for FY2018.

**K. Dues & Subscriptions, Professional Development and Training, Industry Conferences**

Increases of \$1,475 related to projected cost increases of memberships, certifications and subscription services.

**L. Office Lease**

Annual NVRC lease escalation of \$1,706.

**M. Office Supplies**

Budget reduction of \$480 related to removing one-time costs associated with the new positions established in FY2017.

**N. Operating Reserve**

The NVTA Debt Policy requires a 20% Operating Reserve. Changes in the base budget result in year to year changes in this reserve.

**O. Equipment Replacement Reserve**

Effective with the FY2017 Operating Budget the Authority approved an Equipment Replacement Reserve to be funded at \$4,500 per year. This reserve recognizes that virtually all

the Authority equipment and furnishings were purchased and placed in service at the same time. This reserve is designed to provide funding for replacements over time.

**P. FY2018 Base Budget Cost Allocation**

The base operating budget cost allocation (amount divided among member jurisdictions based on population) is projected to total \$1,730,675 for FY2018. A comparison of the FY2017 Adopted Budget and FY2018 Base Budget as well as FY2018 Proposed Budget is presented on the bottom of Attachment 1. The following table shows the jurisdiction share of the FY2018 base operating budget:

<b>Jurisdiction Share of Base Budget</b>		
	<b>Allocation %</b>	<b>FY2018 Allocation</b>
Arlington	9.63%	\$ 166,664
Fairfax	46.37%	\$ 802,514
Loudoun	15.37%	\$ 266,005
Prince William	18.20%	\$ 314,983
City of Alexandria	6.55%	\$ 113,359
City of Fairfax	0.95%	\$ 16,441
City of Falls Church	0.58%	\$ 10,038
City of Manassas	1.71%	\$ 29,595
City of Manassas Park	0.64%	\$ 11,076
	100.00%	\$ 1,730,675

**5. Proposed FY2018 Budget Additions**

As noted in the following proposals, the need for Communication / Public Outreach resources, Investment Management Services, Planning Technology and an Internship Program have been identified.

Attachment 1 shows the FY2017 adopted budget, Preliminary Base Budget for FY2018 and proposed additions to the FY2018 base budget. The proposed additions are detailed below and are keyed to the cost categories in Attachment 1. Additionally, the individual jurisdiction cost allocation impact of the proposed additions is presented as part of the narrative description.

**A. Communication/Public Outreach - \$87,000.**

For several years there has been recognition that the Authority needs to ‘control its message’. This includes written material for the Annual and JCTA reports, editorials, speaker notes and presentations for Authority members. Audiences have been members of the general public, interest and advocacy groups, media outlets, editorial screeners, as well as coordination with member jurisdiction and agency communication teams. This activity will include social media and website activities. This proposal would permit the option for the Executive Director to

resource this function through a competitive procurement contract with a communication firm or part time direct hire at an amount not to exceed \$87,000.

The NVTA Finance Committee discussed the options of obtaining contract services or a part time direct hire. The discussion included the different costs that make up a direct hire approach or contract approach and how they end up costing approximately the same. The Finance Committee agreed a direct hire approach may be preferable, if possible. With a direct hire the Authority will incur non-compensation costs of \$27,000 which includes office space, furnishings, equipment, technology services, taxes and supplies. Approximately \$6,000 of this amount represents one-time costs. If the proposal receives Authority approval, the Finance Committee requested the Executive Director to report on efforts to find a direct hire or use a contract service.

The following table shows the jurisdictional share of this proposal:

<b>Jurisdiction Share of Communication Svc</b>		
	<b>Allocation %</b>	<b>FY2018 Allocation</b>
Arlington	9.63%	\$ 8,378.10
Fairfax	46.37%	\$ 40,341.90
Loudoun	15.37%	\$ 13,371.90
Prince William	18.20%	\$ 15,834.00
City of Alexandria	6.55%	\$ 5,698.50
City of Fairfax	0.95%	\$ 826.50
City of Falls Church	0.58%	\$ 504.60
City of Manassas	1.71%	\$ 1,487.70
City of Manassas Park	0.64%	\$ 556.80
	100.00%	\$ 87,000.00

**B. Multimodal Transportation Trends in Northern Virginia, Supplement to the Annual Report- \$10,000.**

This proposed supplement will summarize multimodal transportation trends in Northern Virginia. Initially it will draw upon publicly available data sources, e.g. VDOT, DRPT (potentially embracing NVTC, PRTC, VRE, and WMATA data), DMV, TPB\*, RITIS, FHWA, Capital Bikeshare, member jurisdictions and others. The relevant data and analysis generated for TransAction will also be included, e.g. surveys, focus groups. Reporting will focus on the region as a whole, TransAction corridors, and member jurisdictions. The supplement as currently conceived will also include features such as evolving trends in travel options (such as connected/autonomous vehicles). The following table shows the jurisdictional share of this proposal:

<b>Jurisdiction Share of Transp Trend Report</b>		
	<b>Allocation %</b>	<b>FY2018 Allocation</b>
Arlington	9.63%	\$ 963.00
Fairfax	46.37%	\$ 4,637.00
Loudoun	15.37%	\$ 1,537.00
Prince William	18.20%	\$ 1,820.00
City of Alexandria	6.55%	\$ 655.00
City of Fairfax	0.95%	\$ 95.00
City of Falls Church	0.58%	\$ 58.00
City of Manassas	1.71%	\$ 171.00
City of Manassas Park	0.64%	\$ 64.00
	100.00%	\$ 10,000.00

**C. Custody and Safekeeping Services - \$25,000**

The Authority authorized an Investment and Debt Manager position as a component of the FY2017 Budget. A principal duty of this position is the implementation of the Authority's Investment Program, consistent with the adopted Investment Policy. The Authority's Custody Services contract will have safekeeping responsibilities for approximately \$600 million of Authority investments.

Investment earnings for FY2017 are budgeted at \$1.9 million. With the addition of the Investment and Debt Manager position this estimate increased to \$3.5 million and is now estimated at \$4.5 million for FY2017.

Investment earnings will increase further with the Custody Services agreement in place as this service must be in place to shift from depository based investments to Treasuries, Agencies and other high grade options permitted in the Authority's Investment Policy. The following table shows the jurisdictional share of this proposal:

<b>Jurisdiction Share of Custody Service</b>		
	<b>Allocation %</b>	<b>FY2018 Allocation</b>
Arlington	9.63%	\$ 2,407.50
Fairfax	46.37%	\$ 11,592.50
Loudoun	15.37%	\$ 3,842.50
Prince William	18.20%	\$ 4,550.00
City of Alexandria	6.55%	\$ 1,637.50
City of Fairfax	0.95%	\$ 237.50
City of Falls Church	0.58%	\$ 145.00
City of Manassas	1.71%	\$ 427.50
City of Manassas Park	0.64%	\$ 160.00
	100.00%	\$ 25,000.00

**D. Portfolio Tracking Software - \$6,000**

This software is necessary to meet complex investment tracking and reporting requirements for the investment portfolio. These reporting requirements are set by the Government Accounting Standards Board (GASB) and will assist with audit as well as NVTAs Investment Policy compliance. This software will also assist with reporting transparency and meeting industry best practices. The following table shows the jurisdictional share of this proposal:

<b>Jurisdiction Share of Portfolio Management SW</b>		
	<b>Allocation %</b>	<b>FY2018 Allocation</b>
Arlington	9.63%	\$ 577.80
Fairfax	46.37%	\$ 2,782.20
Loudoun	15.37%	\$ 922.20
Prince William	18.20%	\$ 1,092.00
City of Alexandria	6.55%	\$ 393.00
City of Fairfax	0.95%	\$ 57.00
City of Falls Church	0.58%	\$ 34.80
City of Manassas	1.71%	\$ 102.60
City of Manassas Park	0.64%	\$ 38.40
	100.00%	\$ 6,000.00

**E. Planning Technology (Technology Plan) - \$25,000**

NVTA staff have started the formation of a technology plan starting with Geographic Information System (GIS) mapping to include limited modelling and analysis. Once the TransAction Plan update is complete and the data obtained through the update process is transferred to the Authority, subsequent capabilities and opportunities will be presented in future fiscal years. NVTA and NVRC staff are in discussion on resource, equipment and office

space sharing. The most significant part of these expenses are the software licenses. The following table shows the jurisdictional share of this proposal:

<b>Jurisdiction Share of GIS Implementation</b>		
	<b>Allocation %</b>	<b>FY2018 Allocation</b>
Arlington	9.63%	\$ 2,407.50
Fairfax	46.37%	\$ 11,592.50
Loudoun	15.37%	\$ 3,842.50
Prince William	18.20%	\$ 4,550.00
City of Alexandria	6.55%	\$ 1,637.50
City of Fairfax	0.95%	\$ 237.50
City of Falls Church	0.58%	\$ 145.00
City of Manassas	1.71%	\$ 427.50
City of Manassas Park	0.64%	\$ 160.00
	100.00%	\$ 25,000.00

**F. Transportation Planning Intern Program - \$6,600**

The proposed intern program is initially conceived for two semesters as noted below. If approved, NVTA staff will further design the program to ensure the Authority and students mutually benefit, and the program adds to staff functional capacity. NVTA staff is exploring the use of the Federal Work Study Program with George Mason University, which could significantly reduce or potentially eliminate the program cost. Descriptions for the Fall and Spring semesters follow:

**Fall 2017 Semester (September – December)**

- During this first half of this period, NVTA will progress through the final stages of public/stakeholder/jurisdiction/agency engagement towards adoption of TransAction (TA)
- During the latter half of this period, staff will ramp up the development of the Six Year Program (SYP) and develop the proposed Supplement to the 2017 Annual Report (AR2017)
- Intern workload is expected to include
  - supporting the activities of the TA Subcommittee, and RJACC with respect to SYP
  - Support activities for PPC, PCAC and TAC
  - processing, analyzing, and summarizing TA-related feedback
  - analyzing candidate projects/groups of projects for inclusion in SYP
  - supporting data gathering and analysis associated with the proposed AR2017 Supplement
  - maintaining and expanding social media in support of NVTA’s outreach

- supporting the tracking of projects funded with regional revenues, e.g. development of monthly/quarterly reports, monitoring of project websites, participating in site inspections, maintaining project tracking database, attending external public information meetings/hearings
- Real world experience for intern
  - Participation in transportation planning process; adoption phase of TransAction
  - Participation in the transportation programming process; initial development phase of SYP
  - Interactions with jurisdiction and agency staff in formal and semi-formal settings
  - Observation of the regional government process
  - Participation in project oversight activities

**Spring 2018 Semester (January – April)**

- During this period, NVTA will progress through the initial stages of public/stakeholder/jurisdiction/agency engagement towards adoption of the SYP
- During this period, staff will develop the proposed Supplement to the 2017 Annual Report
- Intern workload is expected to include
  - supporting the activities of the RJACC with respect to SYP
  - Support activities for PPC, PCAC and TAC
  - processing, analyzing, and summarizing SYP-related feedback
  - reviewing candidate projects/groups of projects for inclusion in SYP
  - supporting data gathering and analysis associated with the proposed AR2017 Supplement
  - maintaining and expanding social media in support of NVTA’s outreach
  - supporting the tracking of projects funded with regional revenues, e.g. development of monthly/quarterly reports, monitoring of project websites, participating in site inspections, maintaining project tracking database, attending external public information meetings/hearings
- Real world experience to intern
  - Participation in the programming process; development and adoption phase of SYP
  - Interactions with jurisdiction and agency staff in formal and semi-formal settings
  - Observation of the regional government process
  - Participation in project oversight activities

The following table shows the jurisdictional share of this proposal:

Jurisdiction Share of Internship		
	Allocation %	FY2018 Allocation
Arlington	9.63%	\$ 635.58
Fairfax	46.37%	\$ 3,060.42
Loudoun	15.37%	\$ 1,014.42
Prince William	18.20%	\$ 1,201.20
City of Alexandria	6.55%	\$ 432.30
City of Fairfax	0.95%	\$ 62.70
City of Falls Church	0.58%	\$ 38.28
City of Manassas	1.71%	\$ 112.86
City of Manassas Park	0.64%	\$ 42.24
	100.00%	\$ 6,600.00

### Summary – New Proposal Costs with Operating Budget Reserve

The table below shows the allocation amounts by member jurisdiction of each of the proposed additions, including the policy required increase to the Operating Budget Reserve.

Summary Proposed FY2018 Budget Additions With Operating Reserve										
	Allocation %	Transportation Internship	Transportation Trend Report	Transportation Custody Svc	Communication Services	Portfolio Management software	GIS Implementation	Operating Budget Reserve	Total	
Arlington	9.63%	\$ 636	\$ 963	\$ 2,408	\$ 8,378	\$ 578	\$ 2,408	\$ 3,074	\$ 18,443	
Fairfax	46.37%	\$ 3,060	\$ 4,637	\$ 11,593	\$ 40,342	\$ 2,782	\$ 11,593	\$ 14,801	\$ 88,808	
Loudoun	15.37%	\$ 1,014	\$ 1,537	\$ 3,843	\$ 13,372	\$ 922	\$ 3,843	\$ 4,906	\$ 29,437	
Prince William	18.20%	\$ 1,201	\$ 1,820	\$ 4,550	\$ 15,834	\$ 1,092	\$ 4,550	\$ 5,809	\$ 34,857	
City of Alexandria	6.55%	\$ 432	\$ 655	\$ 1,638	\$ 5,699	\$ 393	\$ 1,638	\$ 2,091	\$ 12,545	
City of Fairfax	0.95%	\$ 63	\$ 95	\$ 238	\$ 827	\$ 57	\$ 238	\$ 303	\$ 1,819	
City of Falls Church	0.58%	\$ 38	\$ 58	\$ 145	\$ 505	\$ 35	\$ 145	\$ 185	\$ 1,111	
City of Manassas	1.71%	\$ 113	\$ 171	\$ 428	\$ 1,488	\$ 103	\$ 428	\$ 546	\$ 3,275	
City of Manassas Park	0.64%	\$ 42	\$ 64	\$ 160	\$ 557	\$ 38	\$ 160	\$ 204	\$ 1,226	
	100.00%	\$ 6,600	\$ 10,000	\$ 25,000	\$ 87,000	\$ 6,000	\$ 25,000	\$ 31,920	\$ 191,520	

**Attachment:** Proposed FY2018 Operating Budget



# XV. ATTACHMENT

Northern Virginia Transportation Authority Proposed FY2018 Operating Budget					
INCOME:	Adopted Budget FY2017	Proposed Base Budget FY2018	Budget Note	Proposed Budget FY2018	Budget Note
Budget Carryforward including Operating Reserve	\$ 412,571	\$ 388,288		\$ 388,288	
330100 Contribution Member Jurisdiction					
<b>Total Income</b>	<b>\$ 412,571</b>	<b>\$ 388,288</b>		<b>\$ 388,288</b>	
EXPENDITURES:	Adopted Budget FY2017	Proposed Base Budget FY2018	Budget Note	Proposed Budget FY2018	Budget Note
<b>410000 Personnel Expenditures</b>					
110 Salaries-Regular Pay	\$ 943,126	\$ 1,001,653	4A	\$ 1,001,653	
110 Internship	-	-		6,600	5F
130 Health & Dental Benefits	115,200	115,200		115,200	
131 Payroll Taxes	72,258	76,735	4A	76,735	
132 Retirement VRS	93,561	98,622	4B	98,622	
133 Life Insurance	12,355	13,122	4A	13,122	
134 Flex Spending/Dependent Care	604	604		604	
135 Workers Comp	1,037	1,102	4A	1,102	
137 Disability Insurance	13,360	15,920	4A	15,920	
<b>Personnel Subtotal</b>	<b>\$ 1,251,501</b>	<b>\$ 1,322,958</b>		<b>\$ 1,329,558</b>	
<b>420000 Professional Service</b>					
210 Audit & Accounting	\$ 27,500	\$ 28,300	4C	\$ 28,300	
220 Bank Service	750	750		750	
230 Insurance	4,200	4,725	4D	4,725	
240 Payroll Service	1,300	1,670	4E	1,670	
260 Public Outreach	21,500	23,000	4F	33,000	5B
263 Bond Trustee Fees	2,700	2,700		2,700	
265 Investment Custody Fees	-	-		25,000	5C
266 Communication Services	-	-		87,000	5A
262 Financial Advisor Services	72,000	72,000		72,000	
261 Legal Services/Bond Counsel	50,000	25,000	4G	25,000	
264 Legislative Services	60,000	60,000		60,000	
<b>Professional Subtotal</b>	<b>\$ 239,950</b>	<b>\$ 218,145</b>		<b>\$ 340,145</b>	
<b>430000 Technology/Communication</b>					
310 Actg & Financial Report Systems	\$ 10,000	\$ 10,000		\$ 16,000	5D
320 HW SW & Peripherals (Exchange upgrade)	5,030	3,620	4H	3,620	
320 HW SW & Peripheral Purchase Total GIS Costs				25,000	5E
330 IT Support Service and Hosting	14,150	16,160	4I	16,160	
340 Phone Service	7,300	7,250		7,250	
350 Web Development and Hosting	7,600	7,650	4J	7,650	
<b>Subtotal Technology/Communication</b>	<b>\$ 44,080</b>	<b>\$ 44,680</b>		<b>\$ 75,680</b>	
<b>440000 Administrative Expenses</b>					
410 Advertisement	\$ 1,500	\$ 1,500		\$ 1,500	
411 Dues & Subscriptions	3,710	4,290	4K	4,290	
412 Duplication & Printing	14,592	14,500		14,500	
413 Furniture & Fixture	6,000	-		-	
414 Meeting Expenses	3,600	3,600		3,600	
415 Mileage/Transportation	10,200	10,200		10,200	
417 Office Lease	116,059	117,765	4L	117,765	
418 Office Supplies	6,880	6,400	4M	6,400	
419 Postage & Delivery	700	700		700	
420 Professional Development & Training	13,750	14,065	4K	14,065	
421 Industry Conferences	6,420	7,000	4K	7,000	
<b>Subtotal Administrative Expenses</b>	<b>\$ 183,411</b>	<b>\$ 180,020</b>		<b>\$ 180,020</b>	
<b>Expenditure Subtotal</b>	<b>\$ 1,718,942</b>	<b>\$ 1,765,803</b>		<b>\$ 1,925,403</b>	
<b>Operating Reserve (20%)</b>	<b>\$ 343,788</b>	<b>\$ 353,161</b>	4N	<b>\$ 385,081</b>	
<b>Equipment Replacement Reserve</b>	<b>4,500</b>	<b>9,000</b>	4O	<b>9,000</b>	
<b>Total Expenditures</b>	<b>\$ 2,067,230</b>	<b>\$ 2,118,963</b>		<b>\$ 2,310,483</b>	
<b>Cost Allocations</b>	<b>\$ (1,654,659)</b>	<b>\$ (1,730,675)</b>		<b>\$ (1,922,195)</b>	
<b>Member Jurisdiction Support</b>	<b>FY2017 Adopted Budget Amounts*</b>	<b>FY2018 Base Budget Amounts*</b>	<b>Budget Note</b>	<b>FY2018 Proposed Budget Amounts*</b>	
Arlington County	\$ 159,344	\$ 166,664		\$ 185,107	
Fairfax County	767,265	802,514		891,322	
Loudoun County	254,321	266,005		295,441	
Prince William County	301,148	314,983		349,840	
City of Alexandria	108,380	113,359		125,904	
City of Fairfax	15,719	16,441		18,261	
City of Falls Church	9,597	10,038		11,149	
City of Manassas	28,295	29,595		32,870	
City of Manassas Park	10,590	11,076		12,302	
	<b>\$ 1,654,659</b>	<b>\$ 1,730,675</b>	4P	<b>\$ 1,922,195</b>	

\*Source Weldon Cooper 2015 Population Estimate percentage:

Cost Allocations are based on the 2015 Population Estimates published on January 27, 2016 by Weldon Cooper Center for Public Service

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Ms. Mary Hynes, Chair, Governance and Personnel Committee

**DATE:** January 6, 2017

**SUBJECT:** Amendment of Policy 18 – Electronic Participation in Meetings

---

- I. **Purpose:** To seek Northern Virginia Transportation Authority (NVTA) approval of the proposed policy amendment intended to provide limited opportunities for members of the Authority standing committees to participate electronically in meetings. The policy currently addresses electronic participation in Authority meetings.
- II. **Suggested motion.** *I move approval of proposed amendments to Policy 18 – Electronic Participation in Meetings as noted in the attached draft.*
- III. **Background.** The Governance and Personnel Committee requested NVTA staff prepare revisions to Policy 18 - Electronic Participation in Meetings to permit members of Authority standing committees (Finance, Governance and Personnel, Planning and Programming) to participate on a limited basis in meetings when they are unable to be physically present at the meeting location. State Code sets certain requirements which must be met for such participation:
  - a. A quorum must be physically assembled at the primary or central committee meeting location.
  - b. Arrangements must be in place for the voice of the member who is participating remotely to be heard by all persons at the primary or central meeting location.
  - c. The policy is to be applied strictly and uniformly without exception to all members, without regard to the identity of the member requesting to participate remotely or the matters that will be considered or voted on at the meeting.
  - d. A member shall notify the chair on or before the day of the meeting that such member is unable to attend the meeting due to an emergency or personal matter, and shall identify with specificity the nature of the emergency or personal matter.
  - e. The Authority shall record in its minutes the specific nature of the emergency or personal matter and the remote location from which the member participated. If the member's participation from a remote location is disapproved because such participation would violate the

provisions of this Policy, such disapproval shall be recorded in the minutes.

- f. Such participation by the member shall be limited each calendar year to two meetings or 25 percent of the meetings of Authority and committee meetings whichever is fewer.
- g. The electronic participation at Authority meetings and meetings of each committee (since a member may serve on more than one committee) during the calendar year, shall be counted separately.
- h. A member may notify the chair that such member is unable to attend a meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance. The Authority shall record this fact and the remote location from which the member participated in its minutes.

**Coordination:** Council of Counsels

**Attachment:** Policy 18 - Electronic Participation in Meetings (with amendments noted)

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### Policy Number 18 – Electronic Participation in Meetings

- I. Purpose.** The purpose of this policy is to provide governance for Authority Member electronic participation in Northern Virginia Transportation Authority (NVRTA) meetings and meetings of Authority Committee's (meeting).
- II. General.** Occasions may arise when ~~an member of the~~ Authority Member (member) is unable to be physically present at ~~the a~~ meeting. Under certain circumstances, Virginia law permits members to participate in meetings through electronic means such as telephone and video conferencing. The law limits the instances in which this may occur, prescribes procedures that must be followed when a member participates in a meeting through electronic means, and requires that a written policy governing such participation be adopted. This Policy, as hereafter set forth, sets forth the instances when a member may participate in a meeting electronically and the procedures that apply.

### **III. Circumstances When Electronic Participation Is Permitted**

- A.** An NVRTA member may participate in a meeting through electronic means from a remote location not open to the public under the following circumstances:
1. A member shall notify the chair on or before the day of the meeting that such member is unable to attend the meeting due to an emergency or personal matter, and shall identify with specificity the nature of the emergency or personal matter.
    - a. The Authority shall record in its minutes the specific nature of the emergency or personal matter and the remote location from which the member participated. If the member's participation from a remote location is disapproved because such participation would violate the provisions of this Policy, such disapproval shall be recorded in the minutes.
    - b. Such participation by the member shall be limited each calendar year to two meetings or 25 percent of the meetings of the Authority and committee meetings, whichever is fewer.
    - b.c. The electronic participation at Authority meetings and meetings of each committee (since a member may serve on more than one committee) during the calendar year, shall be counted separately.
  2. A member ~~may shall~~ notify the chair that such member is unable to attend a meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance. The Authority shall record this fact and the remote location from which the member participated in its minutes.
  - 2.3. The chair noted above is the Authority Chair for meetings of the Authority or committee chair for a meeting of an Authority committee.

### **IV. Procedural Requirements**

- A.** Participation by a member of the Authority as authorized above shall be only under the following conditions:

1. A quorum of the Authority is physically assembled at the primary or central meeting location.
2. The Authority makes arrangements for the voice of the member who is participating remotely to be heard by all persons at the primary or central meeting location.
3. This Policy shall be applied strictly and uniformly, without exception, to all members and without regard to the identity of the member requesting to participate remotely or the matters that will be considered or voted on at the meeting.

**Approved by Northern Virginia Transportation Authority:** June 9, 2016

Amended: (DATE)

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Ms. Mary Hynes, Chair, Governance and Personnel Committee

**DATE:** January 6, 2017

**SUBJECT:** Adoption of Policy 19 - Political Activity by NVTA Staff Members

---

- I. **Purpose:** Seek Northern Virginia Transportation Authority adoption of the proposed draft policy intended to provide guidance to NVTA staff and senior management, in addressing issues and concerns related to staff political activities. The proposed policy has been reviewed by the Council of Counsels. The Governance and Personnel Committee recommends NVTA adoption.
- II. **Suggested motion.** *I move adoption of proposed Policy 19 – Political Activity by NVTA Staff Members.*
- III. **Background.** The policy is intended to ensure that employees may express their opinions and engage in political activities provided such activity does not interfere with the employee’s NVTA job requirements, duties or performance or otherwise violate NVTA policies.

**Coordination:** Council of Counsels

**Attachment:** Policy 19 - Political Activity by Staff Members

# **NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

## **Policy Number 19 - Political Activity by Staff Members**

- I. **Purpose.** The Northern Virginia Transportation Authority (NVTA), through this policy, allows employees to express their opinions, join political organizations, and engage in political activity provided the foregoing does not interfere with the employee's NVTA job requirements, duties or performance.
- II. **General.** Nothing in this policy is intended to limit the political activity in which an NVTA employee may participate, on his/her own time, and otherwise in accordance with law. However, if an employee wishes to engage in political activity, the activity must not be within the hours of work for NVTA job responsibilities.
  - A. Any questions regarding possibly prohibited political activity should be immediately directed to the Authority's Chief Financial Officer. This policy will be conveyed directly to each employee.
  - B. These provisions are not intended to prohibit political activity by staff members, but rather to ensure that political expressions are kept clearly separate from their NVTA job duties.
- III. **Specific Provisions.** No employee of the Northern Virginia Transportation Authority shall be deprived of his/her right to vote, to express opinions, to join any political organization, or to engage in political activity; provided, however, that nothing in this section shall prohibit the NVTA from determining whether any employee's participation in the foregoing interferes with such employee's job performance.
  - A. It shall be a violation of this policy for any person employed by the NVTA to reward or discriminate against any applicant or employee because of any political affiliation or activities permitted by this policy; provided, however, that no person may be employed by the NVTA if such person is disqualified by law, by reason of such affiliation or activity, from such employment.
  - B. The NVTA shall not consider any endorsement or recommendation from any national, state or local political party, or officer thereof, in making appointments, promotions or discharges in the NVTA's service; provided that, such recommendations may only be considered, if limited to an applicant's or employee's job performance while employed by or on behalf of such political party or officer thereof.
  - C. No person employed by the NVTA shall be required, for any reason, to make a contribution of money, time or any other valuable asset to any political party, candidate or other political organization. Nothing in this policy shall be construed to limit the right of any employee, privately or voluntarily, to take part in the management of any political party or organization or to assist in the campaign of any candidate for public office or, as a private citizen, to express opinions and cast votes; provided such activity does not conflict with or violate NVTA duties or policies.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**Policy Number 19 - Political Activity by Staff Members**

- I. Purpose.** The Northern Virginia Transportation Authority (NVTA), through this policy, allows employees to express their opinions, join political organizations, and engage in political activity provided the foregoing does not interfere with the employee's NVTA job requirements, duties or performance.
- II. General.** Nothing in this policy is intended to limit the political activity in which an NVTA employee may participate, on his/her own time, and otherwise in accordance with law. However, if an employee wishes to engage in political activity, the activity must not be within the hours of work for NVTA job responsibilities.
- A.** Any questions regarding possibly prohibited political activity should be immediately directed to the Authority's Chief Financial Officer. This policy will be conveyed directly to each employee.
  - B.** These provisions are not intended to prohibit political activity by staff members, but rather to ensure that political expressions are kept clearly separate from their NVTA job duties.
- III. Specific Provisions.** No employee of the Northern Virginia Transportation Authority shall be deprived of his/her right to vote, to express opinions, to join any political organization, or to engage in political activity; provided, however, that nothing in this section shall prohibit the NVTA from determining whether any employee's participation in the foregoing interferes with such employee's job performance.
- A.** It shall be a violation of this policy for any person employed by the NVTA to reward or discriminate against any applicant or employee because of any political affiliation or activities permitted by this policy; provided, however, that no person may be employed by the NVTA if such person is disqualified by law, by reason of such affiliation or activity, from such employment.
  - B.** The NVTA shall not consider any endorsement or recommendation from any national, state or local political party, or officer thereof, in making appointments, promotions or discharges in the NVTA's service; provided that, such recommendations may only be considered, if limited to an applicant's or employee's job performance while employed by or on behalf of such political party or officer thereof.
  - C.** No person employed by the NVTA shall be required, for any reason, to make a contribution of money, time or any other valuable asset to any political party, candidate or other political organization. Nothing in this policy shall be construed to limit the right of any employee, privately or voluntarily, to take part in the management of any political party or organization or to assist in the campaign of any candidate for public office or, as a private citizen, to express opinions and cast votes; provided such activity does not conflict with or violate NVTA duties or policies.



- D.** No officer or employee of the Authority shall solicit, or attempt to solicit, or induce another to solicit, any contribution or donation of anything of value, or to give any endorsement by any other NVTA employee, in connection with any political campaign or political organization.
- E.** No employee of the NVTA shall use, or permit to be used, any asset owned, leased or controlled by the NVTA, on behalf of or for the benefit of any political organization or candidate for public office, including but not limited to NVTA owned, leased, rented or controlled telephone, computer, copier, paper supplies, office supplies, printers, email service and office space.
- F.** Any NVTA employee who willfully or knowingly violates, or acts in concert with others to violate, any provision of this policy, or any personnel regulation relating thereto, shall have given prima facie cause for immediate dismissal from employment. Any employee terminated under the provisions of this policy may file a grievance if the employee is permitted to do so for other alleged policy violations.

DRAFT

**Approved by the Governance and Personnel Committee:**  
**Approved by Northern Virginia Transportation Authority:**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Ms. Mary Hynes, Chair, Governance and Personnel Committee

**DATE:** January 6, 2017

**SUBJECT:** Adoption of Policy 20 – Responses to Information Requests from Candidates  
for Political Office

---

- I. **Purpose.** To seek Northern Virginia Transportation Authority adoption of the proposed draft policy intended to provide guidance to NVTA staff and senior management, in addressing information requests from candidates for political office. The Council of Counsels has reviewed the draft policy. The Governance and Personnel Committee recommends NVTA adoption.
- II. **Suggested motion.** *I move adoption of proposed Policy 20 – Responses to Information Requests from Candidates for Political Office.*
- III. **Background.** During the time leading up to elections, the Executive Director and NVTA staff may be asked to provide information to candidates running for public office. This proposed policy is intended to provide guidance in responding to political candidates' requests for information.

**Coordination:** Council of Counsels

**Attachment:** Policy 20 – Responses to Information Requests from Candidates for Political Office

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY****Policy Number 20 - Responses to Information Requests from Candidates for Political Office**

- I. **Purpose.** During the periods of time leading up to the primary election and to the general elections, the Executive Director and other NVTA staff may be asked to provide information to candidates running for public office regarding NVTA policies, programs, funding, activities, actions and positions on various transportation issues. This policy is intended to provide general guidance for use in responding to such questions and requests.
- II. **General.** Under direction of the Executive Director, the NVTA staff will respond to directives and other inquiries from Authority members including questions and inquiries requiring research on issues coming before the Authority.
- III. **Special Provisions.** The following will guide responses to requests from candidates for political office, and for non-candidate inquiries from political organizations. Under direction of the Executive Director, NVTA staff will respond to requests for information from political candidates or their representatives by complying with the following provisions:
  - A. **Format of Request.** For clarity, requests from candidates, their representatives or political organizations must be in writing.
  - B. **No New Research.** Responses to requests for information must rely on existing, public documents. NVTA staff will not devote time to developing new information or doing research for candidates, their representatives or political organizations.
  - C. **Freedom of Information Act (FOIA).** FOIA requests shall be processed as required by NVTA Policy 5 – Freedom of Information Act Requests.
  - D. **Responses Returned in Writing.** All NVTA responses will be provided in writing.
  - E. **All Responses Shared with Every Candidate.** All NVTA responses must be forwarded to every candidate for the office which the inquirer is seeking. NVTA member jurisdictions may be enlisted to help with these distributions. Central copies of all responses shall be retained by the NVTA.
  - F. **Use of E-Mail.** The above guidelines also apply to e-mail correspondence between candidates and NVTA staff.
  - G. **Meetings with Candidates for Office.** Because of the importance of clarity of communications and the need to share information among all candidates, meetings between individual candidates and staff are discouraged. However, should such meetings be necessary, staff is encouraged to get questions in writing in advance of the meeting. Such meetings should be opened to, or made available, to all candidates. Staff shall produce a brief written summary of the meeting. Which shall be provided to all candidates for the office

sought by the candidate(s) who attended the meeting. Such meetings will be held at the NVTA office or at another suitable government location.

- H. NVTA Website. Whenever possible, candidates should be directed to the NVTA's website (or that of member jurisdictions) for information. NVTA's website is an effective tool in making information equally accessible to all.

DRAFT

**Approved by the Governance and Personnel Committee:  
Approved by Northern Virginia Transportation Authority:**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mary Hynes, Chair, Governance and Personnel Committee

**DATE:** January 6, 2017

**SUBJECT:** Governance and Personnel Committee Report of the December 15, 2016 Meeting

---

1. **Purpose:** To provide a report of the activities of the Northern Virginia Transportation Authority's Governance and Personnel Committee.
2. **Background:** The Governance and Personnel Committee last met on December 15, 2016. The next meeting is scheduled for January 12, 2017 at 6:00PM. The following summarizes the December 15<sup>th</sup> meeting:
3. **Action Items:**
  - a. **Policy 19 – Political Activity by Staff Members.**
    - i. The Committee received a briefing on the proposed policy which is intended to provide guidance to NVTA staff and senior management in addressing issues and concerns related to staff political activities.
    - ii. The policy is intended to ensure that employees may express their opinions and engage in political activities provided such activity does not interfere with the employee's NVTA job requirements, duties or performance or otherwise violate NVTA policies.
    - iii. The Committee unanimously agreed to recommend Authority approval of the proposed Policy 19.
  - b. **Policy 20 – Responses to Information Requests from Candidates for Political Office.**
    - i. The Committee received a briefing on the proposed policy which is intended to provide guidance to NVTA staff and senior management in addressing information requests from candidates for political office.
    - ii. The policy is intended to ensure transparency and equity in the dissemination of information to candidates for political office. Additionally, the policy sets guidelines for staff to ensure the ongoing operations of the NVTA and its resources are not unduly burdened by requests, while at the same time ensuring responsiveness and transparency.
    - iii. The Committee unanimously agreed to recommend Authority approval of the proposed Policy 20.

**4. Discussion Items:**

- a. 2017 General Assembly Session Early Action.** The Committee received an overview of early bill filings from the NVTA Executive Director and Legislative Services representative Ms. Tracy Baynard of McGuire Woods Consulting. At the time of the briefing, no specific issues were identified which required immediate action.
- b. NVTA Update.** The Executive Director provided an update of current NVTA activities.
- c. Electronic Meeting Participation for Committees.**
  - i.** In light of the upcoming start of the 2017 General Assembly Session the Committee requested Policy 18 – Electronic Participation in Meetings be amended to include Authority Standing Committees.
  - ii.** Policy 18, currently addresses electronic participation by Authority Members at Authority meetings. The discussion was to extend electronic participation for Authority Members who cannot physically attend meetings of committees of which they are members.
  - iii.** The Committee had a general discussion on the requirements for the policy and requested staff expedite the preparation of the proposed amendments targeting the January Authority meeting for presentment to the Authority.
- d. Executive Director Annual Performance Evaluation.** The Committee met in closed session to discuss the annual performance evaluation of the Executive Director, with the intention of bringing performance evaluation information to the full Authority in January.

**Virginia General Assembly – 2017 – Bill Tracking for the Northern Virginia Transportation Authority (NVTA)**

NVTA Related Bills	Smart Scale	WMATA	NVTC	I-66 Related	General Transportation	Other/FOIA
HB1529	SB921	HJ617	HB2130		HJ693	HB1539
HB1681	HB1831	HB1847	SB1092		HJ726	HB1540
HB2120		HB2136			HB1715	HB2318
HB2121					HB1881	
HB2058					SB1209	SB972
HB2137						
SB962						
SB929						
SB1018						

**NVTA RELATED BILLS**

<b>Bill and Patron</b>	<b>Summary</b>	<b>Status/Last Action</b>	<b>NVTA Position</b>
<p><b>SB962</b> - Hanger <a href="#">pdf</a></p>	<p><b>Sales and use tax; nexus for out-of-state businesses.</b> Provides that storage of inventory in the Commonwealth is sufficient nexus to require out-of-state businesses to collect sales and use tax on sales to customers in the Commonwealth.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB962">http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB962</a></p>	<p>1.03.17 (S) Referred to Committee on Finance</p>	
<p><b>HB1529</b> – Ward <a href="#">pdf</a></p>	<p><b>Temporary exemption periods from retail sales and use taxes for qualifying items; sunset dates.</b> Extends from July 1, 2017, to July 1, 2022, the sunset dates for the sales tax holiday periods for school supplies and clothing, Energy Star and WaterSense products, and hurricane preparedness products.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=HB1529">http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=HB1529</a></p>	<p>12.27.16 (H) Referred to Committee on Finance</p>	
<p><b>SB1018</b> – Barker <a href="#">pdf</a></p>	<p><b>Temporary exemption periods from retail sales and use taxes for qualifying items; sunset dates.</b> Extends from July 1, 2017, to July 1, 2022, the sunset dates for the sales tax holiday periods for school supplies and clothing, Energy Star and WaterSense products, and hurricane preparedness products.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB1018">http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB1018</a></p>	<p>1.04.17 (S) Referred to Committee on Finance</p>	
<p><b>SB929</b> - Petersen <a href="#">pdf</a></p>	<p><b>Northern Virginia Transportation Authority (NVTA); membership composition.</b> Increases from 17 to 18 the membership of the NVTA and provides that the additional nonlegislative citizen member represent towns that receive funds for urban highway systems.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB929">http://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB929</a></p>	<p>12.27.16 (S) Referred to Committee on Rules</p>	
<p><b>HB1681-Bloxom</b> <a href="#">pdf</a></p>	<p><b>Transient occupancy tax; state parks.</b> Permits localities to impose transient occupancy taxes on transient room rentals and travel campgrounds in state parks.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1681">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1681</a></p>	<p>1.06.17 (H) Referred to Committee on Finance</p>	
<p><b>HB2120</b> – Keam <a href="#">pdf</a></p>	<p><b>Northern Virginia Transportation Authority (NVTA); membership composition.</b> Increases from 17 to 18 the membership of the NVTA and provides that the additional nonlegislative citizen member represent towns that receive funds for urban highway systems.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2120">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2120</a></p>	<p>1.10.17 (H) Committee Referral Pending</p>	



<p><b>HB2121</b> – Keam <b>pdf</b></p>	<p><b>Use of certain revenues by the Northern Virginia Transportation Authority.</b> Allows revenues of the Northern Virginia Transportation Authority distributed to localities to be used, as determined solely by the applicable locality, to fund new sidewalk projects.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2121">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2121</a></p>	<p>1.10.17 (H) Committee Referral Pending</p>	
<p><b>HB2130</b> – Levine <b>pdf</b></p>	<p><b>Motor vehicle fuels sales tax in certain transportation districts.</b> Provides that the tax that is imposed on the sales price of motor fuel in Northern Virginia shall be imposed on the regional price of gas, defined and computed as a six-month average price of fuel. The regional price has an initial floor of January 11, 2017. If a newly averaged regional price is higher than the preceding regional price, the tax is imposed on the new regional price, but if a newly averaged regional price is less than the preceding regional price, the higher of the two remains the regional price. If the regional price is at any time equal to or greater than the statewide average wholesale price of unleaded regular gasoline on February 20, 2013, then the tax is imposed on the regional price, which moving forward shall not be less than the statewide average wholesale price of unleaded regular gasoline on February 20, 2013, and shall not be more than a price of \$4 per gallon of unleaded regular gasoline. The bill also raises the rate of taxation of motor fuel in Northern Virginia from 2.1% to 3%.</p> <p>The bill also changes the regional gas tax in Hampton Roads from a percentage to a cents-per-gallon tax that decreases as the price of gas increases. The regional gas tax in Hampton Roads would have a floor of \$0.05 per gallon and a ceiling of \$0.14 per gallon and would be determined on the basis of the average wholesale price of unleaded regular gasoline</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2130">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2130</a></p>	<p>1.11.17 (H) Committee Referral Pending</p>	
<p><b>HB2058</b> – Watts <b>pdf</b></p>	<p><b>Sales and use tax; nexus for out-of-state businesses.</b> Provides that storage of inventory in the Commonwealth is sufficient nexus to require out-of-state businesses to collect sales and use tax on sales to customers in the Commonwealth.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2058">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2058</a></p>	<p>1.10.17 (H) Committee Referral Pending</p>	

<p><b>HB2137</b> – LeMunyon <b>pdf</b></p>	<p><b>Northern Virginia Transportation Authority; regional transportation plan.</b> Requires the Northern Virginia Transportation Authority (the Authority) to annually publish on its website any land use or transportation elements of a locality's comprehensive plan that each locality embraced by the Authority is currently required to report when such locality's plan is inconsistent with the Authority's regional transportation plan. Additionally, the bill requires the Authority to consider for revision and revise as necessary its regional transportation plan at least once every five years. In the procedures for such consideration for revision, the Authority is required to certify that the plan would reduce congestion in Planning District 8 to the greatest extent practicable or, if unable to so certify, specify the reasons and any need for cooperation by other regional entities.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2137">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2137</a></p>	<p>1.11.17 (H) Committee Referral Pending</p>	

**SMART SCALE**

<b>Bill</b>	<b>Summary</b>	<b>Status/Last Action</b>	<b>NVTA Position</b>
<p><b>SB921</b> – Edwards <b><u>pdf</u></b></p>	<p><b>Commonwealth Transportation Board; statewide prioritization process.</b> Requires travel time reliability to be one of the factors used by the Commonwealth Transportation Board in its statewide prioritization process.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+SB921">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+SB921</a></p>	<p>12.27.16 (S) Referred to Committee on Transportation</p>	
<p><b>HB1831</b> – Kilgore <b><u>pdf</u></b></p>	<p><b>Prioritization of statewide transportation projects; exceptions.</b> Exempts projects on U.S. Route 121, commonly known as the Coalfield Expressway, and U.S. Route 460 from the prioritization process that the Commonwealth Transportation Board applies to projects for state funding.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1831">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1831</a></p>	<p>1.10.17 (H) Committee Referral Pending</p>	

**WMATA**

<b>Bill</b>	<b>Summary</b>	<b>Status/Last Action</b>	<b>NVTA Position</b>
<p><b>HB2316</b> – LeMunyon <a href="#">pdf</a></p>	<p><b>Washington Metrorail Safety Commission Interstate Compact.</b> Authorizes Virginia to become a signatory to the Washington Metrorail Safety Commission Interstate Compact. The compact establishes a state safety oversight authority for the Washington Metropolitan Area Transit Authority (WMATA) Rail System, pursuant to the mandate of federal law, to review, approve, oversee, and enforce the safety of the WMATA Rail System.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2136">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2136</a></p>	<p>1.11.17 (H) Committee Referral Pending</p>	
<p><b>HJ617</b> – LeMunyon <a href="#">pdf</a></p>	<p><b>Washington Metropolitan Area Transit Authority Compact of 1966 gubernatorial review.</b> Requests the Governor to review the Washington Metropolitan Area Transit Authority Compact of 1966 and enter into discussions with his counterparts in the District of Columbia and Maryland to identify possible improvements to the agreement, particularly with regard to the governance, financing, and operation of the Washington Metropolitan Area Transit Authority.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HJ617">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HJ617</a></p>	<p>1.08.17 (H) Referred to Committee on Transportation</p>	
<p><b>HB1847</b> – Minchew <a href="#">pdf</a></p>	<p><b>Washington Metropolitan Area Transit Authority Compact of 1966.</b> Proposes amendments to the Washington Metropolitan Area Transit Authority Compact of 1966 (the Compact). The bill allows members of the Board of Directors of the Washington Metropolitan Area Transit Authority (the Authority) to be provided reasonable compensation. The bill eliminates requirements for overtime compensation and requirements that set the minimum wage equal to the prevailing wage on similar construction in the locality for all laborers and mechanics employed by contractors or subcontractors in the construction, alteration, or repair of projects, buildings, and works undertaken by the Authority or who are financially assisted by it. The bill eliminates the requirement that the Authority negotiate employees' wages, salaries, hours, working conditions, and pension or retirement provisions through labor organizations and removes employee protective arrangements under the Federal Transit Act. The bill eliminates the mandatory-binding-arbitration provision associated with union contract negotiations. The bill eliminates requirements regarding the Authority assumption of labor contracts, collective bargaining agreements, and the obligations of any transportation system acquired by it with regard to wages, salaries, hours, working conditions, sick leave, and health and welfare and pension or retirement provisions for employees of an existing transit facility acquired by the Authority. These amendments to the Compact shall not become effective until they are enacted by the State of Maryland and the District of Columbia and consented to by Congress, as provided for in the Compact.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171-sum+HB1847">http://lis.virginia.gov/cgi-bin/legp604.exe?171-sum+HB1847</a></p>	<p>1.10.17 (H) Committee Referral Pending</p>	

NVTC

Bill	Summary	Status/Last Action	NVTA Position
<p><b>HB2130</b> – Levine <a href="#">pdf</a></p>	<p><b>Motor vehicle fuels sales tax in certain transportation districts.</b> Provides that the tax that is imposed on the sales price of motor fuel in Northern Virginia shall be imposed on the regional price of gas, defined and computed as a six-month average price of fuel. The regional price has an initial floor of January 11, 2017. If a newly averaged regional price is higher than the preceding regional price, the tax is imposed on the new regional price, but if a newly averaged regional price is less than the preceding regional price, the higher of the two remains the regional price. If the regional price is at any time equal to or greater than the statewide average wholesale price of unleaded regular gasoline on February 20, 2013, then the tax is imposed on the regional price, which moving forward shall not be less than the statewide average wholesale price of unleaded regular gasoline on February 20, 2013, and shall not be more than a price of \$4 per gallon of unleaded regular gasoline. The bill also raises the rate of taxation of motor fuel in Northern Virginia from 2.1% to 3%. The bill also changes the regional gas tax in Hampton Roads from a percentage to a cents-per-gallon tax that decreases as the price of gas increases. The regional gas tax in Hampton Roads would have a floor of \$0.05 per gallon and a ceiling of \$0.14 per gallon and would be determined on the basis of the average wholesale price of unleaded regular gasoline. <a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2130">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2130</a></p>	<p>1.11.17 (H) Committee Referral Pending</p>	
<p><b>SB1092</b> - Petersen</p>	<p><b>Motor vehicle fuels sales tax in certain transportation districts; price floor.</b> Establishes a floor on the 2.1 percent tax imposed on motor vehicle fuels sold in Northern Virginia by requiring that the average sales price upon which the tax is based be no less than the statewide average sales price on July 1, 2013.  <a href="https://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB1092">https://lis.virginia.gov/cgi-bin/legp604.exe?ses=171&amp;typ=bil&amp;val=SB1092</a></p>	<p>1.06.17 (S) Referred to Committee on Finance</p>	



**GENERAL TRANSPORTATION RELATED BILLS**

<b>Bill</b>	<b>Summary</b>	<b>Status/Last Action</b>	<b>NVTA Position</b>
<p><b>HJ693</b> – LaRock <a href="#"><u>pdf</u></a></p>	<p><b>Constitutional amendment (first resolution); Transportation Funds.</b> Requires the General Assembly to maintain permanent and separate Transportation Funds to include the Commonwealth Transportation Fund, Transportation Trust Fund, Highway Maintenance and Operating Fund, and other funds established by general law for transportation. The amendment directs that revenues dedicated to Transportation Funds on January 1, 2018, by general law, other than a general appropriation law, shall be deposited to the Transportation Funds, unless the General Assembly by general law, other than a general appropriation law, alters the revenues dedicated to the Funds. The amendment limits the use of Fund moneys to transportation and related purposes. The amendment specifies that the General Assembly may borrow from the Funds for other purposes only by a vote of two-thirds plus one of the members voting in each house and that the loan must be repaid with reasonable interest within four years.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HJ693">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HJ693</a></p>	<p>1.10.17 (H) Referred to Committee on Privileges and Elections</p>	
<p><b>SB1209</b> – Wexton <a href="#"><u>pdf</u></a></p>	<p><b>Virginia Highway Corporation Act of 1988.</b> Gives the State Corporation Commission discretion to approve any request to increase tolls on the Dulles Greenway by a specified annual percentage increase. The measure also gives the Commission discretion to approve an additional increase in such tolls based on increases in local property taxes when requested by the operator. Currently the Commission is required to approve such requests for toll increases.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+SB1209">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+SB1209</a></p>	<p>1.10.17 (S) Referred to Committee on Commerce and Labor</p>	
<p><b>HB1715</b> – Minchew <a href="#"><u>pdf</u></a></p>	<p><b>Virginia Highway Corporation Act of 1988.</b> Gives the State Corporation Commission discretion to approve any request to increase tolls on the Dulles Greenway by a specified annual percentage increase. The measure also gives the Commission discretion to approve an additional increase in such tolls based on increases in local property taxes when requested by the operator. Currently the Commission is required to approve such requests for toll increases.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1715">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1715</a></p>	<p>1.07.17 (H) Referred to Committee on Commerce and Labor</p>	
<p><b>HB1881</b> – John Bell <a href="#"><u>pdf</u></a></p>	<p><b>Toll rate approval by the State Corporation Commission under the Virginia Highway Corporation Act of 1988.</b> Requires the State Corporation Commission to ensure that the cost of operating tolled roadways under the Virginia Highway Corporation Act of 1988 is reasonably apportioned across all users on the basis of the relative distance each class of user travels on the roadway.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1881">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1881</a></p>	<p>1.10.17 (H) Committee Referral Pending</p>	

<b>HJ726 – John Bell</b>	<b>Study; Department of Transportation; purchase of the Dulles Greenway; report.</b> Requests the Department of Transportation to study the feasibility of purchasing the Dulles Greenway.  <a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HJ726">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HJ726</a>	1.12.17 (H) Committee Referral Pending	



**OTHER/FOIA**

<b>Bill</b>	<b>Summary</b>	<b>Status/Last Action</b>	<b>NVTA Position</b>
<p><b>HB1539</b> – LeMunyon <a href="#">pdf</a></p>	<p><b>Virginia Freedom of Information Act (FOIA); public access to records of public bodies.</b> Clarifies the definition of public record. The bill also (i) defines "personal contact information" that is excluded from FOIA's mandatory disclosure provisions in certain cases; (ii) clarifies that a requester has the right to inspect records or receive copies at his option; (iii) clarifies language in certain record exclusions under FOIA that certain records may be disclosed at the discretion of the custodian; (iv) consolidates the personnel record exclusion with the limitation on the application of that exclusion, and specifically clarifies that the name, in addition to position, job classification, and salary, of a public employee is public information as per opinions of the Attorney General and the FOIA Council; (v) eliminates, effective July 1, 2018, the exclusion for the Alcoholic Beverage Control Authority relating to operating and marketing strategies; (vi) eliminates the exclusion for correspondence of local officials as unnecessary; (vii) consolidates various public safety exclusions relating to building plans and drawings and critical infrastructure into a single exclusion; (viii) eliminates the exclusion for administrative investigations of the Department of Human Resource Management, as the exclusion is already covered under the personnel records exclusion; (ix) expands the exclusion for personal information provided to the Virginia College Savings Plan to cover qualified beneficiaries, designated survivors, and authorized individuals, which terms are defined in the bill; (x) consolidates the various record exclusions for the Department of Health Professions and the Department of Health into single exclusions for each Department; (xi) clarifies certain Department of Social Services exclusions; (xii) provides an exclusion for local finance boards that provide postemployment benefits other than pensions; and (xiii) eliminates the record exclusion for Virginia Wildlife Magazine. The bill also eliminates the correspondence exclusion for certain state and local officials. The bill contains numerous technical amendments. This bill is a recommendation of the Freedom of Information Advisory Council pursuant to the <b>HJR 96</b> FOIA study (2014-2016).   <a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1539">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1539</a></p>	<p>12.27.16 (H) Referred to Committee on General Laws                       1.11.17 (H) Assigned GL sub: Subcommittee #2</p>	
<p><b>HB1540</b> – LeMunyon <a href="#">pdf</a></p>	<p><b>Virginia Freedom of Information Act (FOIA); public access to meetings of public bodies.</b> Revises FOIA's various open meeting exemptions relating to legal matters, litigation, certain museums, and the Virginia Commonwealth University Health System Authority. The bill also (i) clarifies where meeting notices and minutes are to be posted, (ii) requires copies of proposed agendas to be made available, (iii) eliminates reporting to the Joint Commission on Science and Technology when a state public body convenes an electronic communication meeting, and (iv) makes technical corrections to several open meeting exemptions to provide context for those meeting exemptions that currently only cross-reference corollary records exemptions. The bill also clarifies closed meeting procedures. The bill contains numerous technical corrections. This bill is a recommendation of the Freedom of Information Advisory Council pursuant to the <b>HJR 96</b> FOIA study (2014-2016). <a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1540">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB1540</a></p>	<p>12.27.16 (H) Referred to Committee on General Laws                       1.11.17 (H) Assigned GL sub: Subcommittee #2</p>	

<p><b>HB2138</b> – LeMunyon <b>pdf</b></p>	<p><b>State and local transportation planning.</b> Provides that in its adoption of any comprehensive plan in Planning District 8 (Northern Virginia) or review of a proposed rezoning in Planning District 8 (Northern Virginia), the Department of Transportation shall consider the transportation impact of the proposed plan or rezoning on any transportation facility for which a reduction in the level of service is anticipated as a result of the proposed plan or rezoning. The bill requires that if the proposed comprehensive plan or rezoning is within Planning District 8 (Northern Virginia), the locality shall propose one or more transportation projects in its local transportation plan, or within the regional transportation plan, to ensure no reduction of service to any transportation facility affected by the plan or rezoning.</p> <p><a href="https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2138">https://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+HB2138</a></p>	<p>1.11.17 (H) Committee Referral Pending</p>	
<p><b>SB792</b> – DeSteph <b>pdf</b></p>	<p><b>Requests for information by members of the General Assembly; responses not subject to redaction.</b> Requires all departments, agencies, and institutions of the Commonwealth and staff and employees thereof to respond to a request for information made by a member of the General Assembly. The bill further provides that notwithstanding the Virginia Freedom of Information Act (§ 2.2-3700 et seq.), a response to a request for information made by a member of the General Assembly shall not be subject to redaction.</p> <p><a href="http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+SB972">http://lis.virginia.gov/cgi-bin/legp604.exe?171+sum+SB972</a></p>	<p>1.03.17 (S) Referred to Committee on Rules</p>	

<b>Bill #</b>	<b>Notes:</b>

Bill #	Notes

Bill #	Notes:

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Parrish, Chair, Finance Committee

**DATE:** January 6, 2017

**SUBJECT:** Finance Committee Report of the December 15, 2016 Meeting

---

1. **Purpose:** To provide a report of the monthly activities of the Northern Virginia Transportation Authority's Finance Committee.
2. **Background:** The Finance Committee last met on December 15, 2016. The next meeting is scheduled for February 16, 2017 at 1:00PM. The following summarizes the December 15th meeting:
3. **Action Items:**
  - a. **IRS Section 125 Premium Only Plan.**
    - i. The Committee received a briefing on why, given the uncertainty with the Affordable Care Act and changes in the Commonwealth's 'The Local Choice' health plan, establishing a NVTA plan to comply with IRS Section 125 is beneficial.
    - ii. The proposal to enter a service agreement with NVTA's payroll processor (ADP) was discussed, noting it this is the most economical approach in terms of staff time and budget resources.
    - iii. The Committee unanimously agreed to recommend Authority approval of establishing the IRS Section 125 Premium Only Plan through a service agreement with ADP.
  - b. **Investment Safekeeping and Custody Service Agreement**
    - i. The Committee has received prior updates on the progress related to the competitive procurement for this service. The service is a crucial ingredient in establishing the Authority's investment program and is required under the adopted Investment Policy, best practices, audit compliance and accounting standards.
    - ii. The Committee received and discussed the staff report that the competitive procurement resulted in a staff recommendation of BB&T for the provision of this service.
    - iii. The Committee has received estimates that with the continued implementation of the Investment Program interest earnings revenue for the Regional Revenue Fund will increase from \$1.9 million to \$4.5 million for FY2017. With implementation, the FY2018 interest revenue estimate is currently \$5.5 million.
    - iv. Funds to pay for the FY2017 service fees were identified in the Bond Counsel Fee expenditure line.

- v. The Committee unanimously agreed to recommend Authority approval of the contract award for Investment Safekeeping and Custody Services with BB&T and a related budget adjustment. Mayor Parrish abstained from the vote out of an abundance of caution, as a business disclaimer form was not readily available at the meeting.
4. **Discussion Items:** The first three discussion items were presented with the preface that depending on the Committee's direction they could move forward to the Authority in January as Consent Agenda and/or Action Items.
- a. **FY2018 Budget Review.** The Committee reviewed, asked questions and offered comments on the three proposed budgets:
    - i. **Local Revenue Fund Budget**
      - 1. The Committee reaffirmed standing instructions for this budget. This budget is exclusively used to receive 30% revenues from HB 2313 and process distributions to member jurisdictions.
      - 2. The Committee emphasized the presentation of the budget such that all 30% funds received from the Commonwealth are able to be distributed in accord with HB 2313 as promptly as practical.
      - 3. The Committee unanimously supported presenting the budget to the Authority on the January consent agenda.
    - ii. **Regional Revenue Fund Budget**
      - 1. The Committee reaffirmed standing instructions for this budget. The majority of the budget expenditure activity occurs with the adoption of a Project Program.
      - 2. The implications of the expected July 2017 release of FY2017 Funds allocated to the I66/Route 28 Interchange Project were discussed.
      - 3. It was noted that staff will assess whether adjustments to the revenue estimates are needed prior to determining final revenue availability for future project funding.
      - 4. The Committee unanimously supported presenting the budget to the Authority on the January consent agenda.
    - iii. **Operating Budget.** The Committee reviewed the presented FY2018 Base Budget and proposed initiatives. Appreciation was expressed for the level of detail, clarity and transparency provided in all three budgets with an emphasis on the detail by jurisdiction in the operating budget. The proposed initiative details were discussed:
      - 1. Communications / Public Outreach – The establishment of a formal communication function was discussed. Options for obtaining contract services or a part time direct hire were reviewed. Discussion ensued on the different costs that make up a direct hire approach or contract approach and how they end up costing the same. However, it was agreed a direct hire approach would be preferable if possible, recognizing that the individual would not receive the full budget allotment as significant cost would be incurred for office space, equipment and supplies. Estimated cost is \$87,000. The Committee unanimously supported the proposal and the approach of permitting the Executive Director to

attempt to find a part time direct hire opportunity and report back to the Finance Committee.

2. Multimodal Transportation Trends Report – This proposed supplement to the Authority’s Annual Report to track multimodal trends in Northern Virginia was discussed. This proposal will allow the NVTA to start to benchmark progress in producing results for the region. By using data drawn from a number of sources and the TransAction Update, it will show results as a Supplement to the NVTA Annual Report by region, corridor and member jurisdiction. These costs are mostly related to compilation and annual report supplement production. The estimated cost is \$10,000. The Committee unanimously supported the proposal.
3. Investment Management – The requirements for Safekeeping and Custody Services was discussed. The Committee received a report on the negotiations for these services which will result in annual service fees of \$25,000. These fees are significantly reduced from the original proposals. NVTA staff recommended the acquisition of investment tracking software at an annual fee of \$6,000. This software will ensure compliance with the Code of Virginia, the Authority’s Investment Policy and Government Accounting Standards Board (GASB) requirements. The Committee unanimously supported the proposals.
4. Planning Technology (Technology Plan) – Discussion of the formulation of a technology plan starting with Geographic Information System (GIS) mapping, modeling baseline and analysis system capability was discussed. NVRC and NVTA staff are in discussion on potential resource sharing, equipment and license transfers as well as space requirements. Estimated cost for this initiative is \$25,000. The Committee unanimously supported the proposal.
5. Establishment of an Internship Program – A potential internship program was discussed, with the Committee noting that it should produce a benefit to the Authority as well as the student while not being a drain on current resources. The estimated cost is \$6,600. The Committee unanimously supported the proposal.
6. Additional Guidance – Staff compensation, maintaining a fully funded retirement plan, inflationary increases, contract escalations (technology/lease) and technology maintenance were also discussed. The prior practice of benchmarking staff annual performance increases to be consistent with member jurisdiction and agency budgets was discussed. It was agreed to continue the practice and to use 4% as a cap for the FY2018 proposed budget. The Committee directed staff to return with an analysis of the member jurisdiction and agency budgets once those numbers are available.
7. The Committee unanimously supported presenting the budget to the Authority as an Action Item in January. The Committee further directed staff to provide opportunities for member jurisdiction staff to be briefed on the proposals, so they could inform and advise their respective Authority members.

**b. Financial Statement Audit Services.** In the Committee’s role as the NVTA Audit Committee, it was noted that the agreement with the external auditor ends at the end of this fiscal year. A briefing was provided on securing financial statement audit services



through riding a combined competitive procurement undertaken by PRTC, NVTC and VRE. It was noted that the Authority CFO participated on the evaluation panel for this procurement. The Committee requested to be presented with a detailed action item on this matter at the next meeting.

- c. Call/Defeasance Options for Series 2014 Bonds.** The Committee was presented with a briefing of future options to call or defease the Series 2014 bonds. A financial analysis was presented by staff and discussed. The Committee requested further analysis, options and coordination with member jurisdiction finance and transportation staff.
- d. Monthly Revenue Report.** The Committee received a report on Authority revenues for FY2017 and 30% transfers to member jurisdictions. It was noted there are no recommendations for changes to the revenue estimates at this time.
- e. Monthly Operating Budget Report.** The Committee received a report on the Authority FY2017 Operating Budget. It was noted there are no recommendations for changes to the Operating Budget, other than noted above, at this time.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Michael Longhi, Chief Financial Officer

**DATE:** January 6, 2017

**SUBJECT:** Monthly Revenue Report

---

1. **Purpose:** Monthly report of revenue receipts and 30% funds distribution to member localities.
2. **Background:** The attached reports reflect funding received through November 2016.
3. **Comments:**
  - a. **FY2017 Revenues (Attachment A)**
    - i. The Authority has received approximately \$84.7 million through the November 2016 transfers from the Commonwealth.
    - ii. Actual to estimate comparison for revenues through November show a 16.3% positive variance in Grantor's Tax, a 0.05% negative variance in Sales Tax and a 1.7% positive variance in Transient Occupancy Tax compared to the adopted revenue estimates.
    - iii. Overall revenue receipts are 2.3% above estimates. No changes to the FY2017 revenue estimates are recommended at this time.
  - b. **FY2017 Distribution to localities (Attachment B)**
    - i. As of the preparation of this report, seven jurisdictions have completed the HB 2313 required annual certification process to receive FY2017 30% funds. Postponements of transfers have been discussed with jurisdictional staff where appropriate.
    - ii. Of the \$84.7 million actually received by the Authority through November for FY2017, approximately \$25.4 million represents 30% local funds of which \$24.6 million has been distributed.
  - c. **FY2014 to FY2017 Year over Year Revenue Comparison (Attachment C)**
    - i. This chart reflects a month-to-month comparison of revenue by tax type and a year-to-year comparison of total revenues received through November 2016.

**Attachments:**

- A. Revenues Received By Tax Type, Compared to NVT A Estimates, Through November 2016

- B. FY2017 30% Distribution by Jurisdiction, through November 2016
- C. Month to Month Comparison By Tax Type and YTD Receipts for November 2016, 2015 and 2014

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA BUDGET**  
 Based on: Revenue Data Through November 2016  
 FYE June 30, 2017

Grantors Tax			Received		NVTA		Projected Variance
Transaction Months	4	To Date	Annualized	FY 2017 Budget	Annualized - Actual To Budget		
City of Alexandria		\$ 944,241	\$ 2,832,723	\$ 3,322,266	\$ (489,543)		
Arlington County		\$ 1,629,457	\$ 4,888,370	\$ 4,662,589	\$ 225,781		
City of Fairfax		\$ 116,520	\$ 349,560	\$ 295,220	\$ 54,340		
Fairfax County		\$ 7,615,443	\$ 22,846,330	\$ 20,876,353	\$ 1,969,977		
City of Falls Church		\$ 94,261	\$ 282,782	\$ 298,423	\$ (15,641)		
Loudoun County		\$ 3,939,094	\$ 11,817,281	\$ 8,545,066	\$ 3,272,215		
City of Manassas		\$ 163,651	\$ 490,954	\$ 339,631	\$ 151,323		
City of Manassas Park		\$ 65,051	\$ 195,154	\$ 158,354	\$ 36,800		
Prince William County		\$ 2,320,154	\$ 6,960,463	\$ 5,073,000	\$ 1,887,463		
<b>Total Grantors Tax Revenue</b>		<b>\$ 16,887,872</b>	<b>\$ 50,663,617</b>	<b>\$ 43,570,902</b>	<b>\$ 7,092,715</b>	<b>16.28%</b>	
Regional Sales Tax*			Received		NVTA		Projected Variance
Transaction Months	3	To Date	Annualized	FY 2017 Budget	Annualized - Actual To Budget		
City of Alexandria		\$3,804,697	\$ 15,218,789	\$ 14,576,063	\$ 642,726		
Arlington County		\$6,216,555	\$ 24,866,219	\$ 24,810,622	\$ 55,597		
City of Fairfax		\$1,787,811	\$ 7,151,245	\$ 6,833,280	\$ 317,965		
Fairfax County		\$26,279,997	\$ 105,119,989	\$ 112,442,662	\$ (7,322,673)		
City of Falls Church		\$600,569	\$ 2,402,277	\$ 2,304,737	\$ 97,540		
Loudoun County		\$12,153,704	\$ 48,614,815	\$ 44,265,375	\$ 4,349,440		
City of Manassas		\$1,327,265	\$ 5,309,060	\$ 4,904,149	\$ 404,911		
City of Manassas Park		\$368,024	\$ 1,472,098	\$ 1,292,525	\$ 179,573		
Prince William County		\$9,197,671	\$ 36,790,683	\$ 35,639,660	\$ 1,151,023		
<b>Total Sales Tax Revenue*</b>		<b>\$ 61,736,294</b>	<b>\$ 246,945,175</b>	<b>\$ 247,069,073</b>	<b>\$ (123,898)</b>	<b>-0.05%</b>	
Transient Occupancy Tax (TOT)			Received		NVTA		Projected Variance
Transaction Months		To Date	Annualized	FY 2017 Budget	Annualized - Actual To Budget		
City of Alexandria	Months	3.00 \$ 1,100,498	\$ 4,401,991	\$ 3,458,526	\$ 943,465		
Arlington County	Months	3.00 \$ 2,378,300	\$ 9,513,201	\$ 9,711,491	\$ (198,290)		
City of Fairfax	Quarters	2.00 \$ 113,403	\$ 226,805	\$ 328,250	\$ (101,445)		
Fairfax County	Quarters	0.50 \$ 1,288,797	\$ 10,310,379	\$ 11,042,184	\$ (731,805)		
City of Falls Church	Months	3.00 \$ 44,444	\$ 177,777	\$ 174,234	\$ 3,543		
Loudoun County	Quarters	1.00 \$ 834,866	\$ 3,339,464	\$ 2,562,016	\$ 777,448		
City of Manassas	Months	3.00 \$ 19,787	\$ 79,149	\$ 58,868	\$ 20,281		
City of Manassas Park	n/a	\$ -	\$ -	\$ -	\$ -		
Prince William County	Quarters	1.00 \$ 331,368	\$ 1,325,472	\$ 1,537,000	\$ (211,528)		
<b>Total TOT Revenue</b>		<b>6,111,463</b>	<b>29,374,238</b>	<b>\$ 28,872,569</b>	<b>501,669</b>	<b>1.74%</b>	
<b>Total Revenue Received</b>		<b>\$ 84,735,630</b>	<b>\$ 326,983,030</b>	<b>\$ 319,512,544</b>	<b>\$ 7,470,486</b>	<b>2.34%</b>	
		<b>\$ 84,735,630</b>					

\*The Regional Sales Tax is reported net of fees when applicable.

# XXV.B

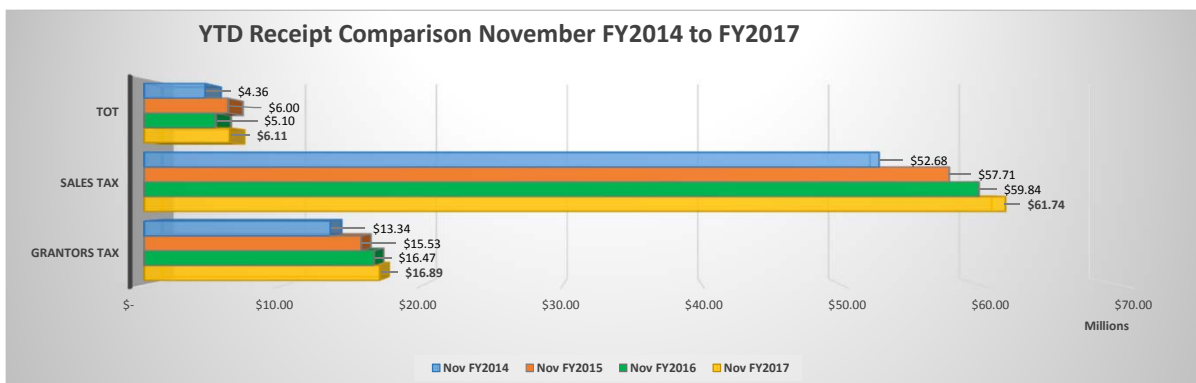
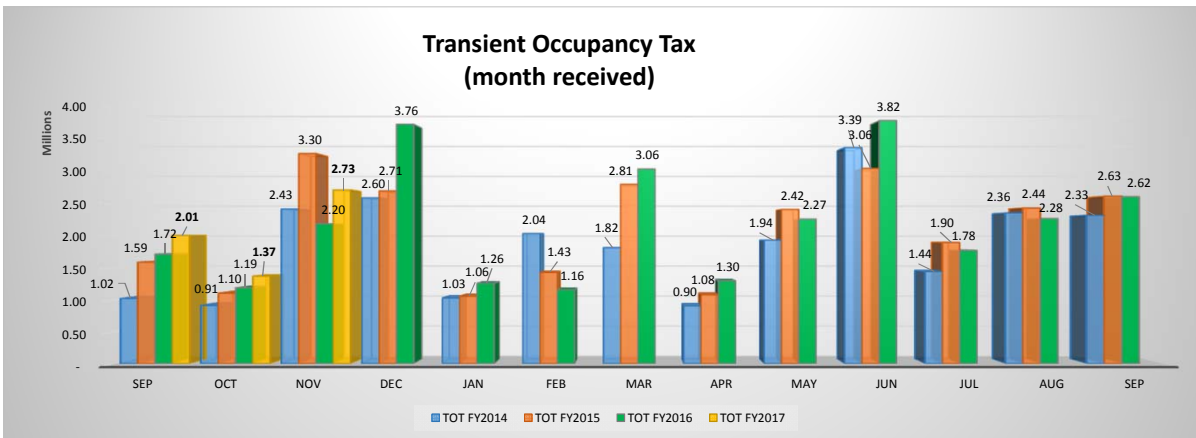
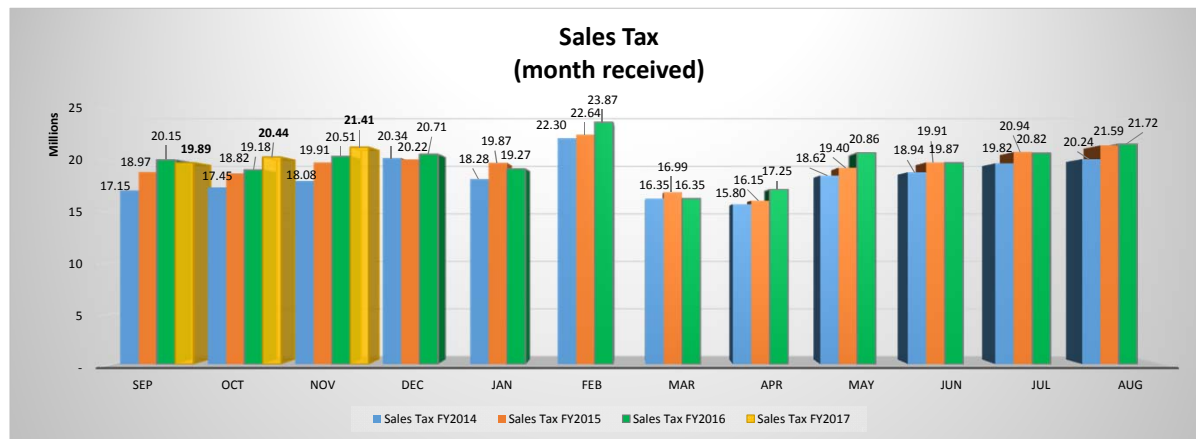
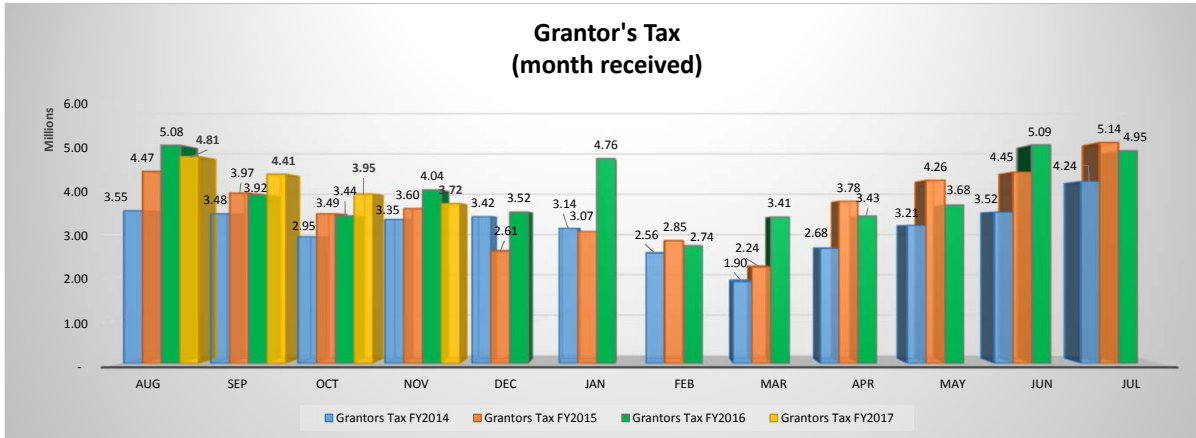
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
FY 2017 30% DISTRIBUTION BY JURISDICTION

Based on: Receipts through November 2016

Jurisdiction	Grantor's Tax	*Regional Sales Tax (1)	Transient Occupancy Tax (2)	NVTA Fund Interest	Total	30% Funds	Accrued Interest (3)	Prior Distributions	Current Month Distribution	Total Funds Transferred
							(+)			
City of Alexandria	\$ 944,240.85	\$ 3,804,697.36	\$ 1,100,497.85	\$ 5,304.13	\$ 5,854,740.19	\$ 1,756,422.06	219.73	\$ 1,230,146.54	\$ 526,495.25	\$ 1,756,641.79
Arlington County	\$ 1,629,456.75	\$ 6,216,554.70	\$ 2,378,300.28	\$ 9,389.66	\$ 10,233,701.39	\$ 3,070,110.42	376.68	\$ 2,005,773.59	\$ 1,064,713.51	\$ 3,070,487.10
City of Fairfax	\$ 116,519.85	\$ 1,787,811.36	\$ 113,402.53	\$ 1,924.11	\$ 2,019,657.85	\$ 605,897.36	62.78	\$	\$ 605,960.14	\$
Fairfax County	\$ 7,615,443.45	\$ 26,279,997.30	\$ 1,288,797.38	\$ 34,334.55	\$ 35,218,572.68	\$ 10,565,571.80	1,286.97	\$ 7,173,993.95	\$ 3,392,864.82	\$ 10,566,858.77
City of Falls Church	\$ 94,260.75	\$ 600,569.35	\$ 44,444.14	\$ 666.07	\$ 739,940.31	\$ 221,982.09	31.39	\$	\$ 222,013.48	\$
Loudoun County	\$ 3,939,093.75	\$ 12,153,703.64	\$ 834,866.08	\$ 14,775.03	\$ 16,942,438.50	\$ 5,082,731.55	627.79	\$ 3,277,094.22	\$ 1,806,265.12	\$ 5,083,359.34
City of Manassas	\$ 163,651.35	\$ 1,327,265.04	\$ 19,787.13	\$ 1,409.81	\$ 1,512,113.33	\$ 453,634.00	62.78	\$	\$ 453,696.78	\$ 453,696.78
City of Manassas Park	\$ 65,051.25	\$ 368,024.42	\$ -	\$ 377.25	\$ 433,452.92	\$ 130,035.88	31.39	\$ 85,961.65	\$ 44,105.62	\$ 130,067.27
Prince William County	\$ 2,320,154.25	\$ 9,197,670.66	\$ 331,368.08	\$ 11,045.12	\$ 11,860,238.11	\$ 3,558,071.43	439.45	\$ 2,441,034.76	\$ 1,117,476.12	\$ 3,558,510.88
<b>Total Revenue</b>	<b>\$ 16,887,872.25</b>	<b>\$ 61,736,293.83</b>	<b>\$ 6,111,463.47</b>	<b>\$ 79,225.73</b>	<b>\$ 84,814,855.28</b>	<b>\$ 25,444,456.59</b>	<b>\$ 3,138.96</b>	<b>\$ 16,214,004.71</b>	<b>\$ 9,233,590.84</b>	<b>\$ 24,619,621.93</b>

Net of Dept. of Taxation Fees  
County TOT includes any town collections  
Interest earned through 10/31/2016

## November 2016



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Michael Longhi, Chief Financial Officer

**DATE:** January 6, 2017

**SUBJECT:** NVTA Operating Budget

---

1. **Purpose:** To update the Northern Virginia Transportation Authority on the Operating Budget for FY2017
2. **Background:** The Authority operating budget is funded through the participating jurisdictions. All jurisdictions have contributed their respective share of the FY2017 operating budget.
3. **Comments:** Through November 2016, the FY2017 Operating Budget has produced the following results:
  - a. Operating revenue is at 100% of estimate for the entire year.
  - b. November 2016 represents 42% of the fiscal year. Through November 2016, the Authority has utilized 36% of its expenditure budget.
  - c. The attached statement shows the operating budget income and expenditure activity through November 2016 for FY2017.

**Attachment:** FY2017 Operating Budget through November 30, 2016

1000 General Fund

Account Object	Description	Current Year				%
		Current Month	Current YTD	Budget	Variance	
<b>Revenue</b>						
330100	Contribution Member Jurisdiction		1,654,617.00	1,654,659.00	-42.00	100
						100
	<b>Total Revenue</b>	0.00	1,654,617.00	1,654,659.00	-42.00	100
<b>Expenses</b>						
410000	<b>Personnel Expenses</b>					
110	Salaries-Regular Pay	71,939.50	355,948.77	943,126.00	587,177.23	38
130	Health & Dental Benefits	7,630.32	44,329.08	115,200.00	70,870.92	38
131	Payroll Taxes	3,813.34	22,806.84	72,258.00	49,451.16	32
132	Retirement VRS	7,588.64	35,239.03	93,561.00	58,321.97	38
133	Life Insurance	1,020.94	4,717.20	12,355.00	7,637.80	38
134	Flex Spending/Dependent Care	26.25	78.75	604.00	525.25	13
135	Workers Comp		1,039.00	1,037.00	-2.00	100
137	Disability Insurance	701.75	6,415.98	13,360.00	6,944.02	48
	<b>Total Account</b>	92,720.74	470,574.65	1,251,501.00	780,926.35	38
420000	<b>Professional Services</b>					
210	Audit & Accounting Services		20,250.00	27,500.00	7,250.00	74
220	Bank Service			750.00	750.00	
230	Insurance		4,705.00	4,200.00	-505.00	112
240	Payroll Services	318.61	692.30	1,300.00	607.70	53
260	Public Outreach		5,687.88	21,500.00	15,812.12	26
261	Legal/Bond Council Services			50,000.00	50,000.00	
262	Financial Services		18,000.00	72,000.00	54,000.00	25
263	Bond Trustee Fees			2,700.00	2,700.00	
264	Legislative Services			60,000.00	60,000.00	
	<b>Total Account</b>	318.61	49,335.18	239,950.00	190,614.82	21
430000	<b>Technology/Communication</b>					
310	Acctg & Financial Report System			10,000.00	10,000.00	
320	HW SW & Peripheral Purchase		4,390.90	5,030.00	639.10	87
330	IT Support Svc Incl Hosting	1,324.07	6,481.82	14,150.00	7,668.18	46
340	Phone Service	532.57	2,277.69	7,300.00	5,022.31	31
350	Web Develop & Hosting	195.40	1,224.15	7,600.00	6,375.85	16
	<b>Total Account</b>	2,052.04	14,374.56	44,080.00	29,705.44	33
440000	<b>Administrative Expenses</b>					
410	Advertisement			1,500.00	1,500.00	
411	Dues & Subscriptions	825.00	990.00	3,710.00	2,720.00	27
412	Duplication & Printing		2,381.99	14,592.00	12,210.01	16
413	Furniture & Fixture		5,613.36	6,000.00	386.64	94
414	Meeting Expenses	102.81	1,038.18	3,600.00	2,561.82	29
415	Mileage/Transportation	1,200.59	2,394.91	10,200.00	7,805.09	23
416	Misc Exp		144.48		-144.48	



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
Income Statement  
For the Accounting Period: 11 / 16

1000 General Fund

Account Object	Description	Current Year				%
		Current Month	Current YTD	Budget	Variance	
417	Office Lease	9,813.60	57,994.02	116,059.00	58,064.98	50
418	Office Supplies	171.89	1,161.30	6,880.00	5,718.70	17
419	Postage & Delivery		43.45	700.00	656.55	6
420	Professional Develop & Training	330.00	1,225.77	13,670.00	12,444.23	9
421	Industry Conferences		4,152.19	6,500.00	2,347.81	64
	Total Account	12,443.89	77,139.65	183,411.00	106,271.35	42
	Total Expenses	107,535.28	611,424.04	1,718,942.00	1,107,517.96	36
	Net Income from Operations	-107,535.28	1,043,192.96			
Other Expenses						
521000	Transfers					
820	Transfer to Operating Reserve			343,788.00	343,788.00	
825	Transf to Equip Reserve			4,500.00	4,500.00	
	Total Account			348,288.00	348,288.00	
	Total Other Expenses	0.00	0.00	348,288.00	348,288.00	
	Net Income	-107,535.28	1,043,192.96			

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** January 6, 2017

**SUBJECT:** Executive Director's Report

---

- 1. Purpose:** To inform the Northern Virginia Transportation Authority (NVTA) of items of interest not addressed in other agenda items.
- 2. Northern Virginia Delegation Tour of Transportation Projects & Challenges.** On Thursday, January 5, 2017, Senator Marsden and Delegate Watts hosted a tour of transportation projects in Northern Virginia. The purpose of the tour was to visit some of the regional projects funded through HB 2313 and the Smart Scale Process. Staff from the NVTA, the Secretary's office, VDOT, DRPT and NVTC were on hand to discuss applicable projects.
- 3. I-66/Route 28 Interchange Project** — The Authority adopted the FY2017 Program on July 14, 2016. Twelve regionally significant projects were adopted in this program including the I-66/Route 28 Interchange Project.

On Thursday, November 3, 2016, Governance McAuliffe announced that Express Mobility Partners, a consortium of Cintra, Meridiam, Ferrovia Agroman US and Allan Myers VA, Inc., was selected to construct the I-66 Outside the Beltway project with no public funds needed as part of the prospective agreement. Since the I-66/Route 28 Interchange project is a component of the I-66 Outside the Beltway Project, NVTA funding for the interchange may no longer be required, which means a Standard Project Agreement as required for this project under the provisions of Policy 16 would be premature. See attached letter from Ms. Cuervo, VDOT Northern Virginia District Engineer, requesting the requirement for an SPA be deferred until July 2017.

A future recommendation from the Finance Committee to potentially cancel the project would be initially contingent on the Commonwealth and Express Mobility partners successfully reaching contract and financial close on their project.

#### **4. NVTA Standing Committee Meetings**

- **Finance Committee:** The NVTA Finance Committee will meet on Thursday, February 16, 2017 at 1:00pm.

- **Planning and Programming Committee:** The NVTA Planning and Programming Committee will meet on Monday, January 30, 2017 at 10:00am.
- **Governance and Personnel Committee:** The Governance and Personnel Committee will meet on Thursday, January 12, 2017 at 6:00pm.

**5. NVTA Statutory Committee Meetings:**

- **Planning Coordination Advisory Committee:** The PCAC will meet on Wednesday, January 25, 2017 at 6:30pm.
- **Technical Advisory Committee:** The TAC meeting schedule for Wednesday, January 18, 2017 at 7:00pm.

**Attachments:**

- A. I-66/Route 28 Interchange Letter
- B. FY2014-2017 NVTA Regional Projects Status



## COMMONWEALTH of VIRGINIA

### DEPARTMENT OF TRANSPORTATION

4975 Alliance Drive  
Fairfax, VA 22030

CHARLES A. KILPATRICK, P.E.  
COMMISSIONER

December 9, 2016

Monica Backmon, Executive Director  
Northern Virginia Transportation Authority  
3040 Williams Drive, Suite 200  
Fairfax, Virginia 22031

Dear Ms. Backmon:

The Virginia Department of Transportation (VDOT) would like to thank Northern Virginia Transportation Authority (NVTA) for the continuous focus on improving transportation in Northern Virginia. NVTA's commitment to work together to solve the region's transportation challenges was evidenced by the \$300 million allocation from the NVTA's FY2017 plan to reconstruct the I-66/Route 28 interchange; an important component of the Transform 66 (Outside the Beltway) project.

On November 3, 2016, Governor McAuliffe announced that the Commonwealth had selected Express Mobility Partners (EMP) as a potential partner for the implementation of the Transform 66 Outside the Beltway project. The proposed deal anticipates that no public investment will need to be provided to EMP to implement and operate the project.

The Commonwealth executed the Commercial Agreement with EMP on December 8, 2016. This is an important milestone toward delivering this significant improvement in the Northern Virginia Region. However, the Financial Agreement is not anticipated to be executed until July 2017, at which point we will have final and detailed information on the project's financial needs.

This letter is to request that the NVTA retain the \$300 million allocation for the I-66/Route 28 interchange until the Financial Agreement with EMP is executed. Understanding that the NVTA's policy is to have a Standard Project Agreement (SPA) executed within six months of a project allocation—January 2017 for the NVTA's FY2017 plan, the Department requests a time extension to execute the SPA (only in the unlikely event that a SPA is needed) until after the Financial Agreement with Express Mobility Partners has been executed in July 2017. Please don't hesitate to contact me should you have any questions related to this project.

Sincerely,

A handwritten signature in cursive script that reads 'Helen Cuervo'.

Helen Cuervo, P.E.  
District Administrator



## NVTA FY2014-17 Program Project Status

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Arlington County	<b>Boundary Channel Drive Interchange</b> – Constructs two roundabouts at the terminus of the ramps from I-395 to Boundary Channel Drive, which eliminate redundant traffic ramps to/from I-395. In addition, the project will create multi-modal connections to/from the District of Columbia that will promote alternate modes of commuting into and out of the District.	\$4,335,000 (FY2014)	Construction	Planning and design underway; construction of the interchange begins in Fiscal Year 2020; construction of the local road that connects to the interchange (Long Bridge Drive) began in early October 2016.	By end of Calendar year 2018 (Long Bridge Drive) and by end of Calendar year 2022 (interchange)	2022	0%
Arlington County	<b>Columbia Pike Multimodal Improvement</b> – Includes a modified street cross-section with reconfigured travel and transit lanes, medians and left-turn lanes, utility undergrounding and other upgrades along Arlington's 3.5 mile Columbia Pike corridor from the Fairfax County line on the west end to Four Mile Run.	\$12,000,000 (FY2014)	Construction	Design notice to proceed was provided in October 2014. Invitation to Bid scheduled for release April 2017, with construction expected to be under way in mid-2017. Contract amendment for administration contract approved by the County Board in July 2016. Construction Management contract was approved by the County Board in November 2016.	Summer 2019	Summer 2019	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Arlington County	<b>Columbia Pike Multimodal Street Improvements (East End)</b> – Includes a modified street cross-section along the eastern portion of Arlington’s 3.5 mile Columbia Pike corridor. Specific works includes realignment of road including shifting the roadway south of its existing location, eliminating the s-curves and enhancing pedestrian facilities	\$10,000,000 (FY2015-16)	Engineering Construction	PE started by early 2015. Segment A (East End) has been split into two sections. First section is Orme to Oak (West) and the second is Oak to Joyce Street (East). Segment A West is scheduled 90% plan review submission March 2017. Segment A East is subject to negotiations with Arlington National Cemetery.	Western Half – Spring 2020; Eastern Half – projected Summer 2020	Western Half – Spring 2020; Eastern Half – projected Summer 2020	0%
Arlington County	<b>Crystal City Multimodal Center</b> – Provides four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18th Street South between South Bell Street and South Eads Streets.	\$1,500,000 (FY2014)	Construction	Construction started July 6, 2015. The NVTA funded phase of this project is significantly completed as of June 2016. Final paving and striping was mostly completed in December 2016 at the same time as an adjacent County project. Lighting and signage needs to be completed.	February 2017	February 2017 for “significant completion.” Punch list items to be completed in Spring. Close-out in late spring 2017.	42.4%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Arlington County	<b>Ballston-MU Metrorail Station West Entrance</b> – Constructs a second entrance to the Ballston-MU Metrorail Station, at North Fairfax Drive and North Vermont Street. Includes two street-level elevators & escalators, connecting to an underground passageway & new mezzanine. It will have fare gates, fare vending machines and an attended kiosk. Provides direct access, relieves congestion at the current entrance and provides for more even distribution along the platform	\$12,000,000 (FY2015-16)	Design	Design work to run for two years from Spring 2017.	Start of construction in winter 2019	Spring 2019	0%
Arlington County	<b>Glebe Road Corridor Intelligent Transportation System Improvements</b> – Design and construction of Intelligent Transportation System (ITS) and Adaptive Traffic Control System, including hardware and software for real time traffic data collection, Forward Looking Infra Red (FLIR) traffic detection, 3D pedestrian and bike detection, interactive audible ADA accessible pedestrian crossings, CCTVs, backup power supply information systems, queue detections, and dynamic message signs.	\$2,000,000 (FY2015-16)	Engineering Construction	PE began in January 2016. Communication upgrade underway. Consultant ConOps (Concept of Operations) completed.	Start of construction in June 2017	Start of construction in June 2017	1.3%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Arlington County	<b>NEW! Lee highway Corridor ITS Enhancements –</b> The project proposes to address congestion, safety, and transit issues by installing an Intelligent Transportation System (ITS) and corresponding Adaptive Traffic Control System program, to better manage traffic flow for both automobiles and buses. The project will install additional Bluetooth devices, count stations, CCTV cameras, and Forward Looking Infrared (FLIR) detectors in order to monitor traffic flow and safety of all modes. At the interchange of Lee Highway and I-66, the project will upgrade two signals, providing a better-timed connection between I-66 and Lee Highway. The project will also upgrade existing mast arm signals and add or improve existing streetlights along Lee Highway.	\$3,000,000 (FY2017)	Design, PE, ROW, Construction	System Engineering and Design to begin early in calendar year 2017.	June 2020	June 2020	0%



Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Arlington County	<b>NEW! Crystal City Streets:</b> 12 <sup>th</sup> Street Transitway, Clark/Bell Realignment & Intersection Improvements – The goal is to streamline the existing road network, make movements for all modes of transportation more efficient, create new connections to the street grid network, and to construct an extension of the Crystal City-Potomac Yard (CCPY) Transitway. It includes reconfiguring the street between South Eads Street and South Clark Street to provide exclusive transit lanes, reconfigure and realign a segment of Clark Street with Bell Street, and the intersection improvements around 23rd Street South and US-1 will simplify the design of three closely-spaced intersections that are confusing and inefficient for all modes.	\$11,600,000 (FY2017)	Design, PE, ROW, Construction	Design and engineering work to begin in Fall 2017.	June 2020	June 2020	0%
Fairfax County	<b>Innovation Metrorail Station</b> – Construction of the Silver Line Phase II extension of the rail system from Washington DC, to and beyond the Dulles International Airport. This multimodal facility will include bus bays, bicycle parking, kiss-and-ride and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road.	\$41,000,000 (FY2014)	Design Construction	Pier erection, precast, and masonry work is currently underway for station entrances. The County has prepared 100% construction documents for the kiss and ride, bus bays, bike facilities and taxi waiting areas.	Spring 2019	Spring 2019	87.7%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
	<b>Innovation Metrorail Station (Continuation)</b> - Construction of the Silver Line Phase II extension of the rail system from Washington DC, to and beyond the Dulles International Airport. This multimodal facility will include bus bays, bicycle parking, kiss-and-ride and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road.	\$28,000,000 (FY2015-16)	Construction	Pier erection, precast, and masonry work is currently underway for station entrances. The County has prepared 100% construction documents for the kiss and ride, bus bays, bike facilities and taxi waiting areas.	Spring 2019	Spring 2019	0%
Fairfax County	<b>West Ox Bus Garage</b> - Expands capacity of the West Ox bus facility and allows for additional, increased Fairfax Connector bus service. Includes 9 maintenance bays and expansion of facilities for bus drivers and security.	\$20,000,000 (FY2015-16)	Construction	The concrete slab placement and steel erection for the maintenance building are complete. Work at the administration building expansion is ongoing. The conference room conversion for the new office space is near completion. Work in the generator area is ongoing.	September 2017	September 2017	15.4%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Fairfax County	<b>VA Route 28 Widening – Prince William County Line to Route 29</b> - Widen from 4 to 6 lanes including intersection improvements and pedestrian/bicycle facilities.	\$5,000,000 (FY2015-16)	PE and Environmental Study	Design: Project PIM anticipated in March/April 2017. Survey: Received Preliminary Environmental Inventory (PEI) on 5/1/16. Solicited proposal for the Cultural Resources section of NEPA documentation. NTP issued on 10/20/16. Archeological survey commenced. Traffic: NTP issued mid-March 2016, counts completed in May 2016, draft traffic report is being reviewed. Utility Designation: NTP given to consultant in March 2016. Utility designation survey completed in May 2016. Geotech: Received Phase I Geotechnical Work plan on 9/14/16. Meeting held with VDOT on 10/26/16 to review work plan. NTP for Phase II Geotechnical work issued on 12/21/16.	2020	February 2018	26.5%
Fairfax County	<b>Fairfax County Parkway Improvements</b> – A Study of short and long-term corridor improvements, Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI), and/or Preliminary Engineering for five segments of the Parkway.	\$10,000,000 (FY2015-16)	Design, Environmental, PE	VDOT advertised the final RFP for a design consultant on 7/18/2016 and completed technical interviews in September. Traffic counts completed in Nov 2016. VDOT is expected to award the contract and start the project soon.	2022	2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Fairfax County	<b>Rolling Road Widening</b> – Widen Rolling Road from 2 to 4 lanes from Old Keene Mill Road (VA 644) to Franconia Springfield Pkwy (VA 289) and Fairfax County Parkway (VA 286). Project will add pedestrian and bicycle facilities.	\$5,000,000 (FY2015-16)	Design, PE, ROW	Design is 20% completed. Staff met with elected officials to discuss the typical section. Public Information Meeting (PIM) was held on June 22, 2016. Meetings with individual HOAs completed. Project Public Hearing anticipated in early 2017.	2018	Summer 2017	0%
Fairfax County	<b>Frontier Drive Extension</b> - Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and interchange improvements (braided ramps) to and from the Parkway. Provide on-street parking along Frontier Drive where feasible, as well as add pedestrian and bicycle facilities.	\$2,000,000 (FY2015-16)	Design, PE	VDOT is administering this project and the design contract has been finalized with NTP issued by VDOT to the consultant in March 2016. Coordination meetings have been held with WMATA and Fairfax County to discuss project related details and to finalize the typical section for the extension. Draft IMR has been developed and is being reviewed. Final IMR is anticipated to be developed in February 2017. Preliminary Field Investigation Plans are anticipated to be developed by end of 2016. Public Hearing is anticipated to be held in fall 2017, with design approval anticipated in early 2018.	2022-2023	Fall 2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Fairfax County/ Virginia Department of Transportation UPC 82135	<b>Route 7 Bridge over Dulles Toll Road</b> - Widen Route 7 from 4 lanes to 6 lanes, from approximately 0.1 mile west of Tyco Road to approximately 0.6 mile west of Tyco Road. The project will add one extra lane and 14 foot wide shared-use path on each direction.	\$13,900,000 (FY2015-16)	Construction	ROW Acquisitions and Utility relocations are ongoing. Existing piers are being widened to replace the full superstructure. Construction of three underpasses and two overpasses along shared-use paths is underway. Final design for the roadway is underway; Lighting plans along the roadway under review by MWAA, Fairfax County and VDOT. Westbound roadway traffic switched on new bridge in between two existing Route-7 bridges over DATR on December 22, 2016.	Spring 2018	Spring 2017	66.7%
Loudoun County	<b>Leesburg Park and Ride</b> – Funding of land acquisition for a second Leesburg Park and Ride facility to accommodate a minimum of 300 spaces.	\$1,000,000 (FY2014)	ROW Acquisition	On September 22, 2016, the Board of Supervisors authorized staff to finalize negotiations with Springfield East L.C. for a written contract in the amount of \$5,475,000 for development, construction and purchase of a turnkey Commuter Parking Lot on the property designated as Lot 1, Section 1 Village at Leesburg.	Acquisition of land anticipated by Summer 2017.	Summer 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Loudoun County	<b>Belmont Ridge Road (North)</b> – Widening of Belmont Ridge between Gloucester Parkway and Hay Road Segment, including a grade separation structure to carry the W&OD trail over Belmont Ridge Road.	\$20,000,000 (FY2014)	ROW Acquisition Construction	This is a design build project being administered by VDOT. Contract was awarded to Dewberry Shirley and notice to proceed was issued in October 2015. A ground breaking ceremony was held on September 27, 2016 for this project. VDOT held a “Pardon Our Dust” meeting on October 27, 2016 to inform the public about the construction schedule. Right-of-Way (ROW) acquisition, clearing and grubbing, erosion and sediment control measures installation, and earthwork activities are underway. Installation of signage and temporary concrete barrier commenced.	December 2018	December 2018 (Full payment made to VDOT)	100%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Loudoun County	<b>Belmont Ridge Road - Truro Parish Road to Croson Ln</b> – The road will be widened from a substandard two-lane rural section to a four-lane arterial standard with the appropriate auxiliary turn lanes and signalization.	\$19,500,000 (FY2015-16)	Construction	100% design plans were submitted to Building & Development and VDOT on November 30, 2016. Coordination of utility relocation designs with Dominion Virginia Power, Verizon, and adjacent property owners continues. DTCL and its consultant, Dewberry, are also working to finalize the dedication and easement plats. Completion of the design phase is delayed from Fall 2016 to Spring 2017 due to Dominion Virginia Power and Verizon relocation coordination.	February 2018	February 2018	0%
Loudoun County	<b>Acquisition of Four Buses</b> – Add additional bus capacity in peak commuter periods to connect new park and ride lots in Loudoun County to the Silver Line of Metro.	\$1,860,000 (FY2015-16)	Asset Acquisition	4 Gillig Transit Buses have been ordered and are expected to be delivered in Early 2017. Delay is due to some mechanical problems identified.	Winter 2016	Winter 2016	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Loudoun County	<b>Loudoun County Parkway (VA Route 607) – U.S. 50 to Creighton Rd</b> – Provides for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to U.S. Route 50. The project will be designed as a four-lane urban major collector with a divided median in a six-lane ultimate right-of-way, associated turn lanes and shared use path.	\$31,000,000 (FY2015-16)	Construction	A portion of the project is administered by VDOT as a Design Build contract. Dewberry prepared the final design; Shirley Contracting has begun construction at the intersection of Loudoun County Parkway and Route 606. One lane of Route 606/Loudoun County Pkwy intersection scheduled to open in September 2017, two lanes to open by December 2017; two lanes of Route 606 between the Greenway and Commerce Center Court will open in December 2017; the remainder of the road improvements completed August 2018. VDOT has prepared a Standard Project Administration Agreement to capture the Loudoun County Parkway related charges that are being constructed as part of the Route 606 widening project; this agreement will be presented to the Board of Supervisors on January 19, 2017.	Fall 2018	Fall 2018	0.4%



Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Prince William County	<b>Route 1 Widening from Featherstone Road to Marys Way</b> – Widen Route 1 from a 4 lane undivided highway to a 6 lane divided highway; including a multi-use trail on the west side and a sidewalk on the east side.	\$3,000,000 (FY2014)	Design	The roadway design activities have been started. NEPA Report approved by VDOT/FHWA in October 2016. Final Geotechnical and Traffic Reports submitted to VDOT in December 2016.	Construction advertisement Winter 2017.	Design October 2017.	32.6%
	<b>Route 1 Widening from Featherstone Road to Marys Way (continuation)</b> - Widening of Route 1 from a 4 lane undivided highway to a 6 lane divided highway. The total distance for the project will be 1.3 miles and will include the construction of a 10 foot wide multimodal trail and a five foot wide sidewalk along the sides of the route.	\$49,400,000 (FY2015-16)	Design ROW Acquisition Construction	Construction to begin in January 2018. There are approximately 73 parcels impacted with 12 properties with possible major impacts. Design public hearing held in November 2016. Duct bank construction and utility relocations to occur in 2018.	April 2021	April 2021	0%
	<b>NEW! Route 1 Widening from Featherstone Road to Marys Way (continuation)</b> - Widening of Route 1 from a 4 lane undivided highway to a 6 lane divided highway and add a five foot wide sidewalk on the east side of the highway and a ten foot wide multi-use trail on the west side.	\$11,000,000 (FY2017)	Construction	Continuation of the FY2014 and FY2015-16 projects above.	April 2021	April 2021	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Prince William County	<b>Route 28 Widening from Linton Hall Road to Fitzwater Drive --</b> Widen from a 2 lane undivided roadway to a 4 lane divided highway. Project includes the construction of a multi-use trail on the south side and a sidewalk on the north side.	\$28,000,000 (FY2014)	Engineering ROW Acquisition Construction	ROW appraisals and negotiations are complete. Utility relocation to be completed by January 2017. Project bid together with Vint Hill Road Extension project and Route 28 Widening from Route 234 Bypass to Linton Hall Road project. Price proposals due January 24, 2017.	August 2019	August 2019	0%
Prince William County	<b>Route 28 Widening from Route 234 Bypass to Linton Hall Road</b> - Widen approximately 1.5 miles of Route 28 from a 4 lane undivided highway to a 6 lane divided highway, which will include a multi-use trail and sidewalk.	\$16,700,000 (FY2015-16)	Design ROW Acquisition Construction	Construction to start in spring 2018. Project bid together with Vint Hill Road Extension project and Route 28 Widening from Linton Hall Road to Fitzwater Drive project. Price proposals due January 24, 2017.	September 2020	September 2020	0%
	<b>NEW! Route 28 Widening from Route 234 Bypass to Linton Hall Road (continuation)</b> - Widen approximately 1.5 miles of Route 28 from a 4 lane undivided highway to a 6 lane divided highway, which will include a multi-use trail and sidewalk.	\$10,000,000 (FY2017)	Construction	Continuation of the FY2015-16 project above.	September 2020	September 2020	0%
City of Manassas/Prince William County	<b>Route 28 (Manassas Bypass) Study – Godwin Drive Extended</b> - This study will evaluate the scope, cost, environmental, traffic forecasts, alternative alignments and feasibility factors required to gain approval for Route 28 corridor congestion improvements between the City of Manassas and Fairfax County.	\$2,500,000 (FY2015-16)	Engineering Study	Consultant (JMT) has been procured. Staff meetings were conducted in September and October. Steering committee meeting will follow no later than January 2017. Traffic analysis and travel demand modeling are underway.	Location study (phase 1 of the overall study) to be completed early by 2017	Location study (phase 1 of the overall study) to be completed by early 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
City of Alexandria	<b>Potomac Yard Metrorail Station EIS</b> – This project supports ongoing design and environmental activities associated with the development of a new Blue/Yellow Line Metrorail station at Potomac Yard, located between the existing Ronald Reagan Washington National Airport Station and Braddock Road Station.	\$2,000,000 (FY2014)	Design Environmental	The Records of Decision (RODs) were issued on Oct 31 and Nov 1, 2016. The design-build RFP was issued on November 28, 2016. Contract award expected Summer 2017.	Expected to open by year-end 2020.	2017	44.8%
	<b>Potomac Yard Metrorail Station (continuation)</b> - Planning, design, and construction of a new Metrorail station and ancillary facilities at Potomac Yard along the existing Metrorail Blue and Yellow lines between the Ronald Reagan Washington National Airport Station and the Braddock Road Station.	\$1,500,000 (FY2015-16)	Planning, PE, Design	Conceptual design of the station began in fall 2015. The design-build RFP was issued on November 28, 2016. Contract award expected Summer 2017.	2020	2017	0%
	<b>NEW! Potomac Yard Metrorail Station (continuation)</b> - Planning, design, and construction of a new Metrorail station and ancillary facilities at Potomac Yard along the existing Metrorail Blue and Yellow lines between the Ronald Reagan Washington National Airport Station and the Braddock Road Station.	\$66,000,000 (FY2017)	Design, PE, Construction (Design-Build)	Records of Decision were issued on Oct 31 and Nov 1, 2016. The design-build RFP was issued on November 28, 2016. Contract award expected Summer 2017.	2020	2020	0%
City of Alexandria	<b>Shelters and Real Time Transit Information for DASH/WMATA</b> – Constructs bus shelters and provides associated amenities such as real time information at high ridership stops.	\$450,000 (FY2014)	Asset Acquisition	Contractor broke ground on first shelter in December 2016. Second bus shelter expected to be installed in early January.	September 2018	September 2018	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
City of Alexandria	<b>Traffic Signal Upgrades/Transit Signal Priority</b> – Includes design of transit priority systems on Route 1 and Duke Street, and purchase of equipment and software to install transit signal priority and upgrade traffic signals on Route 1.	\$660,000 (FY2014)	Design Asset Acquisition	A contract was awarded to Kettelson & Associates for the engineering and design of the project.	Summer 2018	Summer 2018	0%
City of Alexandria	<b>Duke Street Transit Signal Priority</b> - Includes design, install and implementation of a transit vehicle signal priority system (on board system on DASH and field equipment along the route) on Duke Street.	\$190,000 (FY2015-16)	Construction	A contract was awarded to Kettelson & Associates for the engineering and design of the project.	Summer 2018	Summer 2018	0%
City of Alexandria	<b>West End Transitway (WET)</b> - Will provide frequent, reliable transit service connecting major activities. The WET will connect to two metro stations (Van Dorn, Pentagon), major employment centers (Pentagon, Mark Center), and major transit nodes (Landmark Mall, Southern Towers, and Shirlington Transit Center).	\$2,400,000 (FY2015-16)	Design, Construction	FONSI is expected in spring 2017. RFP for project design (bridging documents) was advertised in September, 2016.	2021	2019	0%
City of Fairfax	<b>Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place</b> – Widen Route 123 (Chain Bridge Road) to six lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.	\$5,000,000 (FY2014)	ROW Acquisition, Construction	NTP for construction was issued on September 19, 2016.	2018	2018	47.5%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
	<b>Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place “Northfax”</b> – Widens Route 123 (Chain Bridge Road) to 6 lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.	\$10,000,000 (FY2015-16)	Construction	NTP for construction was issued on September 19, 2016.	2018	2018	0%
City of Fairfax	<b>Kamp Washington Intersection Improvements</b> – Eliminates the existing substandard lane shift between Route 50 and Route 236 through the intersection; signalization phasing improvements; construction of an additional southbound lane on U.S 29 from the Kamp Washington (50/29/236) intersection to the existing third southbound lane; extension of the westbound through lanes on VA 236 (Main Street) from Chestnut Street to Hallman Street; lengthening of turn lanes to provide additional storage for turning vehicles from Route 50 to Route 50/29 and Route 236 to Route 29; new crosswalks, curb ramps, sidewalks and pedestrian signalization; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction began in December 2015. Project is under construction.	April 2017	April 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
City of Falls Church	<b>Bus Stops Changes</b> – Includes the provision of shelters and pedestrian way-finding information. Also includes consolidation of existing stops, design, ROW acquisition and construction for bus stop changes along Route 7, and provision of bus shelters.	\$200,000 (FY2014)	Engineering Construction Inspection Services	Construction of six shelters complete. Easement acquisition is on-going with construction of four to six shelters in spring 2017.	Summer 2017	Summer 2017	98.1%
City of Falls Church	<b>Pedestrian Access to Transit</b> – Includes the provision of enhanced pedestrian connections to the Intermodal Plaza being designed for the intersection of South Washington Street and Hillwood Avenue. The Intermodal Plaza will serve as a focal point for bus transportation in the area when completed.	\$700,000 (FY2014)	Engineering Environmental Construction	100% design completed. Finalizing utility undergrounding plans. Right of way negotiations for utility undergrounding almost complete. Anticipated to begin utility undergrounding in Spring 2017. Coordination with Washington Gas and Dominion to resolve conflicts and coordinate separate projects in area is ongoing. This has delayed the completion.	Fall 2018	Fall 2018	16.5%
City of Falls Church	<b>Pedestrian Bridge Providing Safe Access to the East Falls Church Metro Station</b> – Includes the expansion of an existing bridge on Van Buren Street to include a segregated pedestrian area. The existing bridge lacks such a facility and requires pedestrians to detour onto the pavement in order to access the Metro Station.	\$300,000 (FY2014)	Design Construction	90% design completed. Final plans anticipated in in Spring 2017. Right of Way completed. Easement needs coordinated and completed with Arlington County.	Fall 2017	Fall 2017	65%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
City of Manassas	<b>Route 28 Widening South to City Limits</b> – Includes widening Route 28 from 4 lanes to 6 lanes from Godwin Drive in Manassas City to the southern city/Prince William County limits. This project also adds a dual left turn lane on north bound Route 28 to serve Godwin Drive. The project eliminates a merge/weave problem that occurs as travelers exit the 234 bypass and attempt to cross 2 lanes to access Godwin Drive. Signalization improvements are included.	\$3,294,000 (FY2015-16)	Engineering ROW Acquisition Construction	PE phase is ongoing. PE plans at 75%. Seeking Public Hearing approval from the State.	October 2019	October 2019	0%
Town of Dumfries UPC 90339	<b>Widen Route 1 (Fraleigh Boulevard) Brady's Hill Road to Route 234 (Dumfries Road)</b> - This project will complete the Northern segment of a Prince William County funded project (VDOT's Route 1 / Route 619) and will allow local traffic to travel to and from Quantico / Stafford to the Route 234 interchange and communities along the Route 1 corridor. This project will bring northbound and southbound Route 1 onto the same alignment by widening Route 1 NB from 2 lanes to 6 lanes, with a wide curb lane for on-road bicycle use and a sidewalk and multi-use trail for pedestrians and other modes. It includes replacing the bridge over Quantico Creek.	\$6,900,000 (FY2015-16)	Engineering	The full six lane design concept will be developed to 30% level by Spring 2017 and then VDOT and Town of Dumfries will decide on whether public outreach should be pursued based on the prospect of right of way acquisition funding becoming available and the likely timeline for that.	FY2025	FY2018	0.3%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Town of Herndon	<b>Intersection Improvements (Herndon Parkway/Sterling Road)</b> – Street capacity improvements for congestion relief. Project includes ROW acquisition and construction to build a sidewalk on the north side of Sterling Road between Herndon Parkway and the town limits.	\$500,000 (FY2014)	Final Engineering ROW Acquisition Construction	Right of way acquisition for new sidewalk connectivity and improvements. ROW acquisition is being completed to accommodate retaining/sound wall that allows for an ADA 5' sidewalk construction.	Highway capacity improvements completed November 2014. Sidewalk improvements expected in mid-2017.	Early 2017	40.1%
Town of Herndon	<b>Intersection Improvements (Herndon Parkway/Van Buren Street)</b> – Street capacity improvements for congestion relief. Project includes sidewalk/trail connectivity to Herndon Metrorail.	\$500,000 (FY2014)	Construction	Procurement approved and awarded in February 2015. Project is in design.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.	2018	0%
Town of Herndon	<b>Access Improvements (Silver Line Phase II – Herndon Metrorail Station)</b> – Provides additional vehicle and bus pull-off bays and major intersection improvements to include ADA accessible streetscape, paver crosswalks, bike-pedestrian signalization, refuge media islands and bus shelter/transit facilities.	\$1,100,000 (FY2014)	Engineering ROW Acquisition Construction	Procurement approved and awarded in March 2015. Engineering underway at 30%. Design ROW acquisition/street dedication is to begin in early 2017 to be ready for construction in 2019.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.	2018	0%



Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Town of Herndon	<b>East Elden Street Improvement &amp; Widening</b> - Widen and reconstruct East Elden Street from 4 to 6 lanes with a raised landscaped median between Fairfax County Parkway and Herndon Parkway; continue as a 4-lane section with a raised landscaped median and dedicated turning lanes between Herndon Parkway and Van Buren Street; transition to a 2-lane section with left-turn lanes between Van Buren and Monroe Street. The project will be ADA accessible to include pedestrian/audio signalization, crosswalk enhancements and bus stop improvements at select major intersections as well as proposed bike lanes along the length of the project.	\$10,400,000 (FY2015-16)	ROW, Utilities	VDOT's Environmental review completed and Preliminary Field Inspection completed. 35% Design is completed. Utility duct-bank design advanced to 30% design. VDOT's Location and Design Public Hearing was held on October 27, 2016.	Project advertisement 2021	December 2018	0%
Town of Leesburg UPC 89890	<b>Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange (Continuation)</b> - The project consists of development of a new grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass. The existing signalized at-grade intersection at this location is heavily congested.	\$1,000,000 (FY2015-16)	Design	Interchange Justification Report Traffic Framework document was approved on 7/14/16. Traffic modeling, NEPA document scoping review, and preliminary alternatives preparation are underway and expected to complete in 6 months. Next public meeting in February 2017.	Design approval expected in Summer 2017.	Design approval expected in summer 2017.	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Town of Leesburg UPC 106573	<b>Route 7 East Market Street and Battlefield Parkway Interchange</b> - Improve safety and pedestrian/vehicle flow by building a grade-separated interchange which will allow Route 7 to become a limited-access freeway through the Town of Leesburg	\$13,000,000 (FY2015-16)	Design	Traffic analysis including development of the existing conditions VISSIM model, additional travel time runs and queuing observations, and responding to IJR framework document comments are underway. The IJR framework document has been resubmitted for review and approval. Continuing to develop alternative interchange configurations. A public meeting is anticipated in Spring 2017.	2020	2018	15.4%
	<b>NEW! Route 7 East Market Street and Battlefield Parkway Interchange (continuation)</b> - Improve safety and pedestrian/vehicle flow by building a grade-separated interchange which will allow Route 7 to become a limited-access freeway through the Town of Leesburg.	\$20,000,000 (FY2017)	Construction	Continuation of the FY2015-16 project above.	2020	2020	0%
Northern Virginia Transportation Commission	<b>Transit Alternatives Analysis (Route 7 Corridor Fairfax County/Falls Church/Arlington County/Alexandria)</b> – Corridor study to study transit options on Route 7.	\$838,000 (FY2014)	Planning for Phase 2 of Study	Commission approved the recommendations at the July 7, 2016 meeting. Final report is being reviewed.	Expected completion January 2017.	January 2017	94.6%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Potomac and Rappahannock Transportation Commission	<b>Western Maintenance Facility</b> – New facility will alleviate overcrowding at PRTC’s Transit Center (which was designed to accommodate 100 buses, but is currently home to over 166 buses) and to permit service expansion as envisioned and adopted in PRTC’s long range plan.	\$16,500,000 (FY2015-16)	Construction Testing Inspection Oversight	Building Permit was approved by Prince William County on 2/5/2016. Building Permit has been extended through December 2016. Start of construction expected in Summer 2017.	Spring 2019	Spring 2019	0%
Virginia Department of Transportation	<b>Route 28 Hot Spot Improvements (Loudoun Segment)/Area 1</b> – Loudoun segment of Route 28 improvements from Sterling Blvd. to the Dulles Toll Road.	\$12,400,000 (FY2014)	Construction Contract Admin.	ROW acquisition, storm water installation, clearing, and grubbing are complete. Completed shoulder between RT 606 and Innovation Ave. Installed light poles and foundations. Bio-retention pond and swale are completed. Completed surface asphalt from Waxpool Road to Dulles Toll Road; Installed guardrail and permanent pavement markings from Waxpool Road to the Dulles Toll Road.	Summer 2017	Summer 2017	75%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Virginia Department of Transportation	<b>Route 28 Widening Dulles Toll Road to Route 50/Area 2</b> – Widen Route 28 from 3 to 4 lanes Southbound from Dulles Toll Road to Route 50.	\$20,000,000 (FY2014)	Construction Contract Admin.	ROW acquisition and clearing within existing ROW are complete. Construction of double box culvert extension south of Dulles Toll Road is complete. Placed aggregate subbase and asphalt as well as graded shoulder stone in median between Dulles Toll Road and Frying Pan Road. Placed intermediate and surface asphalt in median between Dulles Toll Road and McLearen Road. Roadway work going on.	Summer 2017	Summer 2017	50.4%
Virginia Department of Transportation	<b>Route 28 Widening McLearen Road to Dulles Toll Road/Area 3</b> – Widen Route 28 from 3 to 4 lanes Northbound from McLearen Road to Dulles Toll Road.	\$11,100,000 (FY2014)	Construction Contract Admin.	Completed surface asphalt from Frying Pan Road to Dulles Toll Road. Performed cut to fill operations at Frying Pan Road interchange. Placed base and intermediate asphalt between McLearen Road and Frying Pan Road. Placed shoulder stone between McLearen Road and Frying Pan Road. Installed Overhead Signs #5 and #10. Placed and graded roadway subbase and shoulder stone at Frying Pan Road Interchange.	Summer 2017	Summer 2017	50.8%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Virginia Railway Express	<b>Alexandria Station Tunnel</b> – Includes a pedestrian tunnel connection between Alexandria Union Station/VRE Station and the King Street Metrorail Station, as well as the improvement of the VRE station east side platform to enable it to service trains on both sides.	\$1,300,000 (FY2014)	Construction	Project cost increase has required a search for new sources of funds for construction. Design on hold until construction funding identified. Once funding identified, new schedule will be developed.	Fall 2017	Fall 2017	0%
Virginia Railway Express	<b>Gainesville to Haymarket Extension</b> – Corridor study and preliminary engineering development of an 11-mile VRE extension from Manassas to Gainesville-Haymarket.	\$1,500,000 (FY2014)	Planning Project Development Conceptual Design	Phase I, planning and alternatives analyses, complete. Awaiting recommendation of alternative(s) to advance to Phase II, NEPA, and PE, from VRE Operations Board (expected Jan. 2017).	Fall 2017	Fall 2017	36.2%
Virginia Railway Express	<b>Lorton Station Second Platform</b> – Includes final design and construction of a 650 foot second platform at the VRE Lorton Station in Fairfax County to accommodate trains up to 8 cars in length.	\$7,900,000 (FY2014)	Final Design Construction	Preliminary Scope and Schedule Discussion 8/2/2016. NTP issued 8/4/2016 effective 8/5/2016. 24 month anticipated Preliminary Engineering and NEPA Schedule. 12 month Final Design Schedule. Some concurrency possible. Construction is anticipated no earlier than spring 2018. Scheduling Field Work in conjunction with weekly coordination with DC2RVA efforts.	Summer 2019	Summer 2019	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Virginia Railway Express	<b>Manassas Park Station Parking Expansion</b> - Planning and engineering investigations to expand parking and pedestrian connections at the VRE Manassas Park station	\$500,000 (FY2015-16)	Planning & Engineering Studies	Contract was awarded at June 2016 VRE Board Meeting. NTP has been issued. The City Council endorsed VRE's recommended site on November 15, 2016. The Alternatives Analysis task will be completed in Jan 2016, and start PE/NEPA in 2017.	Fall 2017	Fall 2017	0%
	<b>NEW! Manassas Park Station Parking Expansion (continuation)</b> - Planning and engineering investigations to expand parking and pedestrian connections at the VRE Manassas Park station.	\$2,000,000 (FY2017)	Design, PE, Environmental	Continuation of the FY2015-16 project above.	Construction completion in July 2020	Summer 2018	0%
Virginia Railway Express	<b>Franconia-Springfield Platform Expansion</b> - Design and construction to extend the existing north-side (Metro station side) platform by up to 550 feet to allow the north-side platform at the station to be usable by VRE trains on a regular basis. It also includes design and construction of modifications to the south-side platform at the station.	\$13,000,000 (FY2015-16)	Design Construction	Preliminary Scope and Schedule Discussion 8/2/2016. NTP issued 8/4/2016 effective 8/5/2016. 24 month anticipated Preliminary Engineering and NEPA Schedule. 12 month Final Design Schedule. Some concurrency possible. Construction is anticipated no earlier than spring 2018. Scheduling Field Work in conjunction with weekly coordination with DC2RVA efforts.	Summer 2019	Summer 2019	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Virginia Railway Express	<b>Rippon Station Expansion and Second Platform</b> - Includes NEPA, design and construction to modify the existing platform and add a second platform at the station to service trains up to 8 cars long. An elevator will also be constructed to get passengers to the new platform.	\$10,000,000 (FY2015-16)	NEPA Design Construction	Preliminary Scope and Schedule Discussion 8/2/2016. NTP issued 8/4/2016 effective 8/5/2016. 24 month anticipated Preliminary Engineering and NEPA Schedule. 12 month Final Design Schedule. Some concurrency possible. Construction is anticipated no earlier than spring 2019. Scheduling Field Work in conjunction with weekly coordination with DC2RVA efforts.	Summer 2019	Summer 2019	0%
Virginia Railway Express	<b>Slaters Lane Crossover</b> - Includes the design and construction of a rail crossover and related signal equipment near Slaters Lane, north of the VRE Alexandria station. It will enable trains to move between all 3 tracks and makes the east side (Metro side) platform at the VRE Alexandria station usable from both sides.	\$7,000,000 (FY2015-16)	Design Construction	Final design by CSXT began in July 2016 and construction planned to begin in January 2017. All work to be done by CSXT forces.	Summer 2017	Summer 2017	0%

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)	Percentage fund reimbursed as of 12/30/16
Virginia Railway Express	<b>Crystal City Platform Extension Study</b> - Includes planning and engineering investigations to evaluate the short- and long-term expansion potential of the VRE Crystal City station to alleviate existing crowding and accommodate future service expansion and bi-directional service.	\$400,000 (FY2015-16)	Planning Engineering Studies	VRE Operations Board authorized RFP for consultant services in February 2016. NTP awarded in December 2016.	Fall 2017	Fall 2017	0%
Washington Metropolitan Transit Authority	<b>8-Car Traction Upgrades</b> – Begins the process of upgrading traction power along the Orange Line by incrementally improving the power system to increase power supply capacity to support the future expanded use of eight car trains.	\$4,978,685 (FY2014)	Construction Contract Admin.	Invitation for Bid (IFB) was released 10/20/2015, bids were received 12/9/2015. Procurement determined the bid package must be resolicited. Contract was re-advertised on 3/4/2016 and second round of bids were received 3/18/2016. Contract NTP issued on 10/26/2016. Site Surveys have been conducted for the NVTA locations and currently the Contract is undergoing Submittal Approval Phase.	Projected Contract Close- out March 2018	March 2018	2%