



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

**Thursday, September 24, 2015**

**6:00pm**

**3040 Williams Drive, Suite 200  
Fairfax, VA 22031**

**AGENDA**

- I. Call to Order** Chairman Nohe
- II. Roll Call** Ms. Speer, Clerk
- III. Minutes of the July 23, 2015 Meeting**  
*Recommended action: Approval [with abstentions from those who were not present]*

**Presentation**

- IV. MWCOG's Interim Findings on Greenhouse Gas Reduction Strategies**  
Mr. Kanathur Srikanth, Director of Transportation, TPB
- V. NVTA Website Update** Ms. Backmon, Executive Director

**Consent Agenda**

- VI. Project Agreement for Prince William County–Regional Funding 153-30361 (Route 28 (Manassas Bypass) Study - Godwin Drive Extension)**  
*Recommended action: Approval of Project Agreement*
- VII. Project Agreement for City of Manassas–Regional Funding 683-30451 (Route 28 Widening South to the City Limits)**  
*Recommended action: Approval of Project Agreement*
- VIII. Project Agreement for Town of Dumfries–Regional Funding 359-80491 (Widen Route 1 (Fraley Boulevard) Brady's Hill Road to Route 234 (Dumfries Road))**  
*Recommended action: Approval of Project Agreement*
- IX. Project Agreement for Town of Leesburg–Regional Funding 402-10521 (Route 15 Bypass at Edwards Ferry Road Interchange)**  
*Recommended action: Approval of Project Agreement*

- X. Approval of FY2017-2023 Revenue Estimates**  
*Recommended action: Approval of FY2017-2023 Revenue Estimates*
- XI. Approval of Budget Adjustment to FY2016 Regional Revenue Fund**  
*Recommended action: Approval of Budget Adjustment*
- XII. Approval to Participate in the Virginia Investment Pool**  
*Recommended action: Approval of Participation*
- XIII. Approval to Submit the I-66 Outside the Beltway Project for the HB 2 Process**  
*Recommended action: Approval of Submittal*
- XIV. Approval to Amend the 2015 Calendar Year Meeting Schedule to Cancel the October Meeting**  
*Recommended action: Approval to Amend the 2015 CY Meeting Schedule*
- A. Appointment of the Legislative Committee**
- B. Approval of CMAQ/RSTP Transfer Request from City of Alexandria and Prince William County**

### **Action**

- XV. Approval of the FY2017 One Year Program Call for Projects**  
Ms. Backmon, Executive Director  
*Recommended action: Approval of the FY2017 One Year Program Call for Projects*
- XVI. Approval of Executive Director's Compensation Package**  
Mayor Parrish, Chair, Personnel Committee  
*Recommended action: Approval of the Executive Director's Compensation Package*

### **Discussion/Information**

- XVII. CMAQ/RSTP Transfer Request from Arlington County, City of Manassas, Prince William County and Town of Vienna**  
Ms. Dominguez, Chair, JACC
- XVIII. Bylaws Committee Report**  
Mayor Silverthorne, Bylaws Committee
- XIX. Technical Advisory Committee Report**  
Mr. Boice, Chair, TAC
- XX. Finance Committee Report**  
Chairman York, Chair, Finance Committee

<b>XXI.</b>	<b>Monthly Revenue Report</b>	Mr. Longhi, CFO
<b>XXII.</b>	<b>Operating Budget Report</b>	Mr. Longhi, CFO
<b>XXIII.</b>	<b>Executive Director's Report</b>	Ms. Backmon, Executive Director
<b>XXIV.</b>	<b>Chairman's Comments</b>	

### **Closed Session**

**XXV. Adjournment**

### **Correspondence Section**

- Letter from the Northern Virginia Transportation Coalition supporting discussions with Maryland regarding bridge crossings
- Transform I-66 Inside the Beltway Letter from Mr. Kellogg

**Next Meeting: October 22, 2015 – 6:00 pm**  
[www.TheNovaAuthority.org](http://www.TheNovaAuthority.org)



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

**Thursday, July 23, 2015**  
**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; Chair Hynes (arrived 6:28pm); Chairman Bulova; Chairman York; Council Member Rishell; Council Member Snyder; Senator Ebbin; Delegate Rust; Delegate Minchew; Miss Bushue; Mr. Garczynski.
- Non-Voting Members: Ms. Cuervo; Ms. Mitchell.
- Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Keith Jasper (Program Coordinator); Sree Nampoothiri (Program Coordinator); Camela Speer (Clerk); various jurisdictional staff.

**III. Minutes of the June 25, 2015 Meeting**

- Chairman York moved approval of the June 25, 2015 minutes; seconded by Chairman Bulova. Motion carried with six (6) yeas and four (4) abstentions [with Chairman York, Council Member Snyder, Senator Ebbin and Delegate Minchew abstaining as they were not at the June 25 meeting].

**Consent Agenda**

- IV. Project Agreement for Fairfax County–Regional Funding 059-90691 (West Ox Bus Garage)**
- V. Project Agreement for Fairfax County–Regional Funding 059-30531 (VA Route 28 Widening – Prince William County Line to Route 29)**
- VI. Project Agreement for Prince William County–Regional Funding 153-30481 (Route 28 Widening from Route 234 Bypass to Linton Hall Road)**
- VII. Project Agreement for Prince William County–Regional Funding 153-80401 (Route 1 Widening from Featherstone Road to Marys Way)**



**VIII. Project Agreement for Virginia Railway Express–Regional Funding 997-60681 (Manassas Park Station Parking Expansion)**

**IX. Project Agreement for Virginia Railway Express–Regional Funding 997-80641 (Franconia-Springfield Platform Expansion)**

**X. Project Agreement for Virginia Railway Express–Regional Funding 997-80651 (Rippon Station Expansion and Second Platform)**

**XI. Project Agreement for Virginia Railway Express–Regional Funding 997-80701 (Slaters Lane Crossover)**

**XII. Project Agreement for Virginia Railway Express–Regional Funding 997-80711 (Crystal City Platform Extension Study)**

- Chairman York moved approval of the consent agenda to include the specific motions in items IV - XII; seconded by Council Member Snyder. Motion carried unanimously.

### **Action**

**XIII. Project Agreement for Fairfax County–Regional Funding 059-90661 (Connector Bus Service Expansion)** Ms. Backmon, Executive Director

- Ms. Backmon stated that this Project Agreement has an adjustment to the number of buses that were approved as part of the FY2015-16 Two Year Program. She noted this adjustment is being made to match the funding request, adding that 16 buses were approved, but that based on the total cost, only 12 buses can be purchased with that funding amount.
- Chairman Nohe asked for clarification that the dollar amount makes sense for only 12 buses. Ms. Backmon responded that it does.
- Chairman Bulova moved approval of the proposed Standard Project Agreement 059-90661 (Connector Bus Service Expansion), in accordance with the NVTA's approved Project Description Sheet for this project to be funded as appended by the Standard Project Agreement; and that the Executive Director sign it on behalf of the Authority; seconded by Chairman York. Motion carried unanimously.

**XIV. Approval of TransAction Update Contract Award** Ms. Backmon, Executive Director

- Ms. Backmon stated that this will be the first update of the Authority's Long Range Transportation Plan since the implementation of HB 2313. She noted that the Authority had advised advancement of the update at the December meeting. Ms. Backmon asked Mr. Jasper to brief the Authority on this item.

- Mr. Jasper noted that this is an exciting time for the NVTa. He highlighted:
  - ✓ NVTa staff has been working with a subcommittee of the JACC on the update of TransAction.
  - ✓ The Authority approved the scope of work for the update in April.
  - ✓ A selection panel was established from the subcommittee.
  - ✓ The selection panel reviewed the four responsive proposals and short listed two firms.
  - ✓ The selection panel interviewed and negotiated with these two firms.
  - ✓ The selection panel unanimously selected AECOM to recommend to the Authority for the update to TransAction.
- Mr. Jasper stressed that the entire process was very collaborative and expressed appreciation for the efforts of the staff and jurisdictions that supported this process.
- Chairman York requested that the staff report be amended to show the agreed contract dollar amount for complete transparency.
- Chairman York moved approval to award the contract to update the TransAction 2040 Long Range Transportation Plan to AECOM Technical Services Inc.; and authorize the Executive Director to sign the agreement on behalf of the NVTa, in a form approved by legal counsel; seconded by Chairman Bulova.
- Chairman Nohe clarified that the motion includes the request that the meeting minutes reflect the specific dollar amount of the contract.
- Senator Ebbin asked for the explicit dollar amount of the contract. Mr. Longhi responded that the approved budget amount was \$2.5 million, and that after negotiations the contract amount is \$2,135,473, leaving a 17% contingency.
- Motion carried unanimously.

**XV. Appointment of Additional Members to the Bylaws Committee**

Chairman Nohe

- Chairman Nohe noted that Chair Hynes was appointed Chairman of the Bylaws Committee a few months ago.
- Chairman Nohe appointed Delegate Minchew, Mayor Euille and Mayor Silverthorne as additional members of the Bylaws Committee.
- Chairman Nohe noted that the Committee will be coming back to the Authority in late fall with Bylaw update recommendations.

**XVI. Approval of Executive Director's Compensation Package**

Mayor Parrish, Chair, Personnel Committee

- Chairman Nohe deferred item XVI to the next Authority meeting.

## **Discussion/Information**

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

- Mr. Longhi reported that the Authority will end the year very positively.

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

- No verbal report.

**XIX. Executive Director's Report** Ms. Backmon, Executive Director

- Ms. Backmon stated that the State has requested that the Authority submit the I-66 Outside the Beltway project to the HB 2 process. She noted this will be presented to the I-66 Outside the Beltway Committee at its August meeting and that direction will be requested from the Authority at its September meeting regarding willingness to submit this project for HB 2. She added that the Call for Projects for HB 2 opens August 1, 2015, with a deadline of September 30, 2015.

*(Chair Hynes arrived.)*

- Senator Ebbin asked for clarification on when the projects are due. Ms. Backmon responded projects are to be submitted for HB 2 consideration by September 30, 2015.
- Senator Ebbin questioned if projects are being submitted by the jurisdictions. Ms. Backmon responded that projects are submitted by jurisdictions or transit agencies.
- Senator Ebbin asked if jurisdictions are limited, or if they can submit as many projects as they want and then may be evaluated as to which get rated. Ms. Backmon clarified that the State is facilitating the HB 2 process. She noted that projects on Corridors of Statewide Significance will need a resolution of support from the NVTa. She explained that the HB 2 guidelines require localities or transit agencies that have projects in one of the Corridors of Statewide Significance provide a resolution of support from the relevant entity, and in our case the NVTa is the relevant entity. She added that if transit agencies have projects that are in the regional network, they also require a resolution of support from the Authority. Ms. Backmon stated that the Virginia Department of Transportation (VDOT) staff have conveyed that while the deadline for project submission is September 30, 2015, the deadline for resolutions is December 1, 2015. She added that NVTa staff is preparing resolutions to be vetted through the JACC and bring to the Authority for approval regarding support of these projects.

- Chairman Nohe asked if the Authority can submit projects to HB 2. Ms. Backmon responded affirmatively. Chairman Nohe clarified that while the Authority must sign-off on projects submitted by localities or transit agencies, the Authority can submit projects even if they not submitted by localities. Ms. Backmon responded affirmatively and added that that State would like the Authority to submit the I-66 Outside the Beltway project.
- Senator Ebbin asked if projects being submitted by September 30, 2015, will be included in the NVTa FY17 Program or the Six Year Plan. Ms. Backmon clarified that this is the State's evaluation for HB 2 and the State's Six Year Program. She added that NVTa endorsement of a resolution does not necessarily mandate that the Authority is going to fund said project with HB 2313 revenue, as we have a defined process of how Authority projects will be evaluated.
- Council Member Rishell asked what the time table is after the submission deadline. Ms. Backmon responded that the State's Six Year Program is scheduled to be adopted in June 2016 and that currently there is a training session regarding submission of projects to HB 2 through the on-line process.
- Ms. Mitchell stated that while it may not be required that the Authority received jurisdictional support for a project it submits, it might not be a bad idea. Chairman Nohe noted this would certainly strengthen the argument. He added that while the Authority is not a Metropolitan Planning Organization (MPO), for these purposes we are an MPO.
- Mr. Garczynski added that the Commonwealth Transportation Board (CTB) discussed that although applications are welcomed from individual jurisdictions, the CTB will be looking to the MPO's/NVTa to submit projects. He suggested that it would be simpler this way. He noted that it is unknown how many projects will be submitted to the process and that there is a limited amount of money, especially according to HB 1887.
- Chairman Nohe noted that the submission for projects date is September 30, 2015. If a jurisdiction submits a project, the Authority has to endorse the submission of the project. He asked when the endorsements must be submitted. Ms. Backmon responded that the deadline for receipt of the resolutions is December 1, 2015. Chairman Nohe clarified that the Authority can take action on this in October or November. Ms. Backmon responded affirmatively.
- Council Member Rishell asked when funding will be awarded. Mr. Garczynski responded that this will be for the next Six Year Plan to be adopted in June 2016.
- Delegate Rust asked if the jurisdictions will send projects to the Authority for endorsement. Ms. Backmon responded affirmatively. Delegate Rust asked if the Authority is under any obligation to endorse the project. Ms. Backmon responded that the Authority is not under any obligation and that the JACC has been discussing the possibility of two resolutions. One would be for projects that have been previously vetted by the Authority, for example are in TransAction or the 2010 CLRP, or have been approved as part of CMAQ/RSTP programming allocations. The second resolution would be for

projects the Authority has not vetted. She added that the current discussion is whether to have two resolutions, or whether the Authority should only endorse projects that have been previously vetted.

- Ms. Dominguez clarified that Authority endorsement is only necessary for projects that are considered Corridor of Statewide Significance projects, which is for long range. HB 2 and HB 1887 also have other projects that would qualify. She noted that projects submitted by localities that are a part of the regional network projects do not need a resolution of support. She added that transit agencies submitting projects that are regional network projects do need a letter of support from the relevant entity regardless of what type they are. Ms. Dominguez stated that localities can submit under the regional network, the Urban Development Area, or under safety, and these projects will not need resolutions of support from the Authority.
- Chairman Nohe stated that if a jurisdiction submits a project that requires the Authority's consent, we are not obligated to grant consent. He added that whether the Authority might withhold consent is a separate question. He suggested there might be three categories:
  - ✓ Projects in TransAction and/or been through a vetting process.
  - ✓ Projects that are more subjective that have not vetted, but that the Authority might not have any objection to.
  - ✓ Projects requested by the region that do not require endorsement.
- Chairman Nohe suggested this information is relevant to the TransAction update and the NVTa Six Year Plan funding.
- Ms. Backmon noted that VDOT staff has suggested that if a project is on a Corridor of Statewide Significance and does not receive a resolution of support from the Authority, the State will not consider the project for funding.
- Council Member Snyder requested staff prepare a document that sets forth the conclusions, after vetting with NVTa Council of Counsels, to ensure we are entirely in sync and have a common "play sheet" from which to work.
- Chair Hynes asked for a diagram as well as words, suggested layers are significant and the points of intersection are multiple. She added that what the CTB is looking for in our involvement may be entirely different than what we need. She suggested pictures are necessary to be able to identify whether the Authority can satisfy everyone and to have each different agency's needs laid out. Chair Hynes stated it seems like there are a lot of necessary sign offs that may or may not matter, but could get confusing.
- Delegate Rust wondered if the NVTa should review the process of doing HB 599 and HB 2, noting that the tax payers are spending a lot of money on HB 599. He suggested that the NVTa should take the position of putting these two processes together and make a recommendation to the General Assembly.
- Chairman Nohe requested Ms. Backmon introduce a topic that had been discussed at the Project Implementation Working Group (PIWG) meeting.
- Chairman Bulova suggested that the various requirements and processes make transportation complicated. She stated that the processes are convoluted making it difficult for anyone to understand. She agreed that the Authority

should see if there is a way to streamline and simplify the way projects are evaluated to eliminate separate policies.

- Chair Hynes added that what's being proposed is good and can work, as long as it is fair across modes. If it is not, as we think HB 2 does not have as much sensitivity in it as HB 599.
- Ms. Backmon stated that there was a discussion at the last PIWG meeting to use the two performance measures that the CTB approved as the congestion reduction measures for the HB 2 congestion reduction process, for the Authority's HB 599 congestion reduction measures. She noted the two measures are person throughput and person hours of delay. She added that the Authority could use these measures and still use the TRANSIMS model, which VDOT used for the HB 599 analysis. She suggested this might better streamline the process. Ms. Backmon concluded that after a lengthy discussion at the PIWG, there was consensus to prepare some test runs, running both highway and transit projects through TRANSIMS with these two performance measures. This would give the group an idea of how the projects would fair in comparison to the HB 599 scoring
- Chairman Nohe stated that HB 599 is a process to measure congestion and that refeeding that data into a larger algorithm helps us to make decisions for project selection. He noted that what percentage each category takes on is different and that there are other performance measures that we are required to consider, that the HB 2 process does not use. He added that both HB 2 and HB 599 have a congestion relief measurement, but there are two major differences. One is that HB 2 uses only person throughput and person hours of delay, whereas the NVTA uses seven different measures. He suggested that it stands to reason that it would be simpler and easier to understand if the NVTA used only those two measures. He added that we do not know what the impact of this would be or how it would change things, but it is worthy of consideration. He stated that the second difference is that the metric VDOT will be using for HB 2 congestion relief is a less robust analytical tool than the tool (TRANSIMS) used in HB 599. Chairman Nohe suggested that if the Authority were to use just the two measures in HB 2, but keep the same robust metric tool, we still would not have an apples to apples comparison of congestion reduction. He noted that if the NVTA gives up the robustness of the HB 599 process, we might be losing valuable data.
- Ms. Backmon added that the Authority wants to ensure it meets the letter of the law regarding HB 599. She noted that HB 599, coupled with the long range transportation plan, is utilized to prioritize and fund the projects under HB 2313. She stated that at the September 16, 2015 PIWG meeting, the data for the test runs using TRANSIMS for the two HB 2 congestion reduction performance measures will be available. She added that VDOT and the Department of Rail and Public Transportation (DRPT) are also evaluating test transit projects as part of the HB 599 process and that analysis will be available prior to the FY2017 Program Call for Projects.

- Ms. Backmon stated the Office of Intermodal Planning and Investment is seeking comments from local officials, agency staff and the general public on the draft 2025 Needs Assessment for the VTrans2040 Multimodal Transportation Plan. She noted that VTrans feeds into the HB 2 process as the planning side. A stakeholder meeting and work session is scheduled from 1-4pm and will be followed by a public open house from 5-7pm on July 29, 2015 at VDOT Fairfax.

## **XX. Chairman's Comments**

- Mr. Garczynski noted that at the July CTB meeting, Deputy Secretary Donahue made a presentation on origins and destinations of river crossings from the 301 bridge to the American Legion Bridge. He stated the study pointed out that the American Legion Bridge is going to have a capacity issue in the fairly short term and that there will be a resolution proposed to the CTB to enter into a dialogue between the Secretariats' of Virginia and Maryland regarding the expansion of the American Legion Bridge, which would include the possibility of HOV/HOT lanes on the Maryland side. He added that there was also discussion about the corresponding need for dialogue regarding a western crossing, not a specific site, but somewhere between the American Legion Bridge and Point of Rocks to connect the two major employment areas of the I-270 corridor around Shady Grove and Tyson's to Dulles.
- Mr. Garczynski suggested that the NVTa may want to comment on this, but that this resolution will come up at the September CTB meeting in Bristol and will spur Deputy Secretary Donohue to enter that dialogue. He further suggested that the dialogue should be for the American Legion Bridge as well as a western crossing. He added Mr. Dyke and he would feel more comfortable if the NVTa supported the discussion of both options.
- Chairman Bulova stated that she is planning to present this report to the Fairfax Board on July 28, 2015. She noted that her recommendation will be to endorse the recommendation regarding improvements to the American Legion Bridge and also the concept of HOT lanes. She added that she is not including another bridge crossing in her recommendation, noting that she understands there is some question as to what a western crossing might resolve as far as travel patterns and that this was somewhat ambiguous. She stated it was absolutely clear that the American Legion Bridge needs to be dealt with. Mr. Garczynski clarified that part of the answer was the expansion of the bridge, if Maryland will agree to expand the beltway on their side of the river. He added that in correlation to that expansion, the population growth of Loudoun, Fairfax, Montgomery and Frederick Counties is such that when looking at 2040 and beyond, connecting these two hubs, I-270 and Rt. 7 on the Silver Line, would certainly help all jurisdictions and Dulles Airport. He noted that this reasoning was behind the impetus to try to include a western river crossing in the dialogues. He stated that this is now all about trying to get Maryland to the table, adding that right now they are focused on the Purple Line and have not been enthusiastic about talking about bridge crossings.

- Chairman Bulova suggested that the NVTa weigh-in on the study and, in particular, the American Legion Bridge recommendation. Mr. Garczynski stated that the CTB and the Deputy Secretary are looking for an indication that we agree, on our side of the river, to a dialogue on bridge crossings. He added that the CTB is not being specific about a site for the bridge crossing, just talking about whether a dialogue can be started.
- Chairman Nohe asked for clarification that the Authority has existing policy on this and that there are references to additional western capacity within TransAction, in some form. Ms. Backmon responded that that is correct and that she believes the Potomac River Crossing is in TransAction. She requested that NVTa staff be permitted time to review this and come back to the Authority with exactly what is in the long range plan.
- Delegate Rust stated that he would support this recommendation and asked when the CTB is meeting about this. Mr. Garczynski responded that it is in Bristol on the third Wednesday of September. He indicated that timing is a challenge and that they might be able to get the resolution postponed, but then it would go to the Governor's Transportation Conference at the end of October.
- Chairman Nohe directed staff to draft a letter to the CTB, for circulation to the NVTa membership, which is based on existing policy guidance in TransAction. He stated that he does not want to create new policy on this.
- Council Member Snyder noted that TransAction 2040 was a highly balanced approach with individuals agreeing and disagreeing about particular projects, but supporting the entire plan. He expressed concern about pulling one particular item out when other projects have not been pursued. He also expressed interest in a discussion of transit enhancements on the American Legion Bridge, as well as other elements. Chairman Bulova suggested that HOT lanes, which include rapid bus, provide a transit component. Council Member Snyder suggested that specific reference to transit enhancements needs to be part of the overall look.
- Chair Hynes expressed concern, based on conversations about the I-66 improvements and bridge crossings, about how this all flows into long term benefit. She suggested caution to be certain we do not end up with something that is very focused on the western side of the region. She asked staff to review this and provide reference to the Authority as we look at these projects which seem to be long term.
- Chairman Bulova expressed strong agreement about the need for dialogue with Maryland. She suggested that many improvements that have been done in Fairfax end at the American Legion Bridge. She noted that there have been previous conversations with Maryland and it is clear that we need to work together. She clarified that when she uses the term "HOT lanes" she means transit, because this is something that has been provided by the I-495 HOT lanes project.
- Delegate Minchew stated that the concept of needing to expand capacity on the American Legion Bridge has been needed for years. He expressed concern that an endorsement of capacity expansion on the Bridge might support the notion that this has addressed and fixed the problem of cross river passage. He



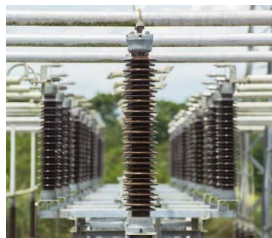
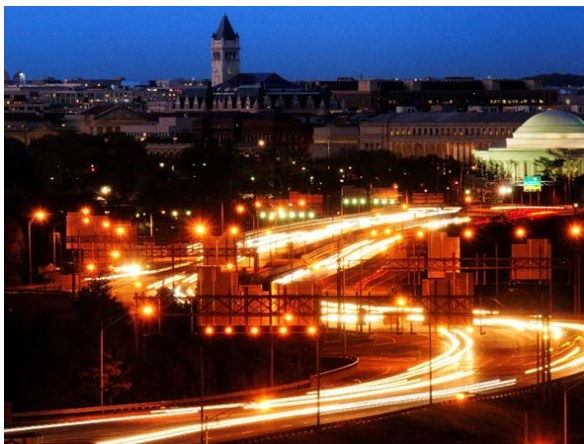
suggested there is a need for a bridge crossing between the American Legion Bridge and Point of Rocks.

- Chairman Bulova stated that she believes the study demonstrated that another river crossing would serve a different traveling public than those using the American Legion Bridge, therefore, expanding the American Legion Bridge will not fix all the problems because other travel patterns that would be addressed by another river crossing. She suggested that nothing will happen unless the dialogue is begun. Mr. Garczynski agreed that the bottom line is to get a dialogue started about the possibilities, challenges and benefits of another crossing with a transit component. He suggested the opportunity provided by the study of origins and destinations would be a good point to begin a dialogue with Maryland.
- Chairman Nohe noted that there is time to circulate a draft letter and receive comments. There was consensus to draft a letter to the CTB for circulation.
- Delegate Minchew asked if Authority members will have time to review the letter and take action on it prior to the CTB meeting. Chairman Nohe stated that the practice for letters has been consensus compiled over email is sufficient, action is not necessary if there is not explicit objection from members.
- Mr. Garczynski stated that the CTB action meeting will be on the third Wednesday in September.
- Chairman York asked if there was an August Authority meeting. Ms. Backmon clarified there is not. Chairman York announced there would be no Finance Committee meeting in August. Chairman Nohe clarified there was no PIWG meeting in August.

## **XXI. Adjournment**

- Meeting adjourned at 7:03pm.

# IV



## **Interim Findings from the Multi-Sector Working Group**

## **Greenhouse Gas Reduction Strategies in the Metropolitan Washington Region**

## **Presentation to the Northern Virginia Transportation Authority**

September 24, 2015

# Charge Given To Multi-Sector Working Group (MSWG)

TPB and MWAQC affirmed the region's greenhouse reduction goals and committed staff and resources to support a multi-sector, multi-disciplinary professional working group convened by COG to:

- **Identify viable, implementable local, regional, and state actions to reduce GHG emissions in four sectors (Energy, the Built Environment, Land Use, and Transportation)**
- **Quantify the benefits, costs and implementation timeframes of these actions;**
- Explore specific GHG emission reduction targets in each of the four sectors; and
- Jointly develop an action plan for the region

# MSWG Organization and Oversight

Transportation  
Planning Board  
(TPB)

COG Board of Directors

Climate, Energy & Environment  
Policy Committee (CEEPC)

Metropolitan  
Washington Air  
Quality Committee  
(MWAQC)

## Multi-Sector Working Group

(Local Jurisdiction, Regional & State Agency Staff)

*Energy/Environment Subgroup* – Energy & Built Environment Sectors

*Planning Subgroup* – Land Use Sector

*Transportation Subgroup* – Transportation Sector

### COG/TPB Committee Input

Region Forward Coalition

Planning Directors

TPB Technical Subcommittee

Built Environment Energy Advisory Committee (BEEAC)

MWAQC – Technical Advisory Committee

### Additional Input from

Subject Matter Experts

Citizen Advisory Committees

General Public

COG Staff Support

Consultant Support

# MSWG Process

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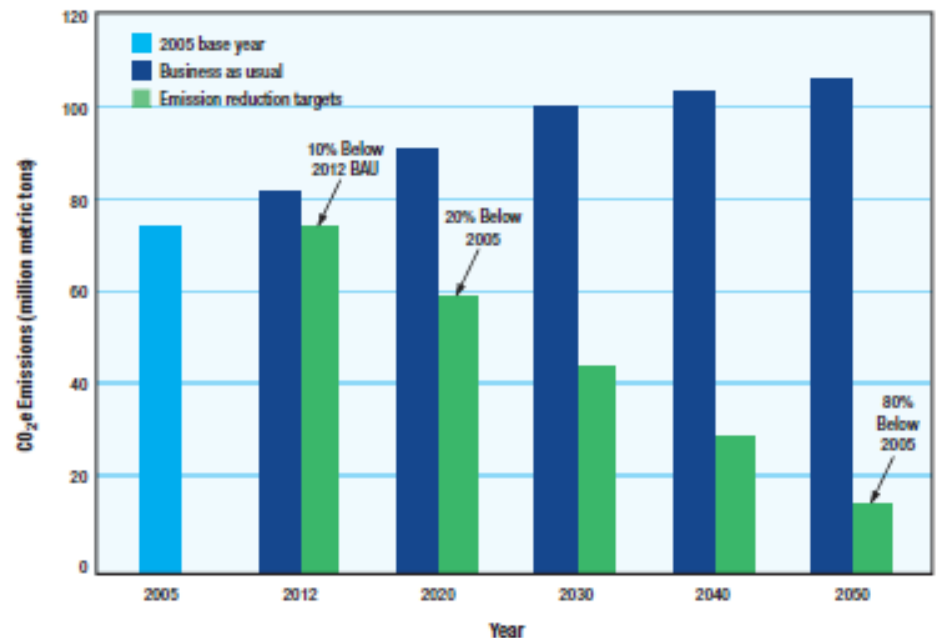
- **Subgroups identified “viable” and “stretch” strategies**
  - Viable – strategies assumed implementable by 2040
  - Stretch – strategies that “push the envelope” of implementation
- **Public comments solicited**
- **MSWG recommended strategies for detailed analysis**
- **Consultant team performed analysis of strategies for 2020, 2040, and 2050**
  - GHG reductions, co-benefits, cost range, and implementation elements
- **Results reviewed by subgroups and MSWG**
- **Staff presents interim findings to TPB, MWAQC, CEEPC, and COG Board**

# Region's Voluntary GHG Reduction Goals

## 2005 - Baseline Emissions (74.5 MMT)

- **2012 – Reduce BAU emissions by 10%, to 2005 levels (74.5 MMT)**
- **2020 – Reduce emissions to 20% below 2005 levels (59.6 MMT)**
- **2050 – Reduce emissions to 80% below 2005 levels (14.9 MMT)**

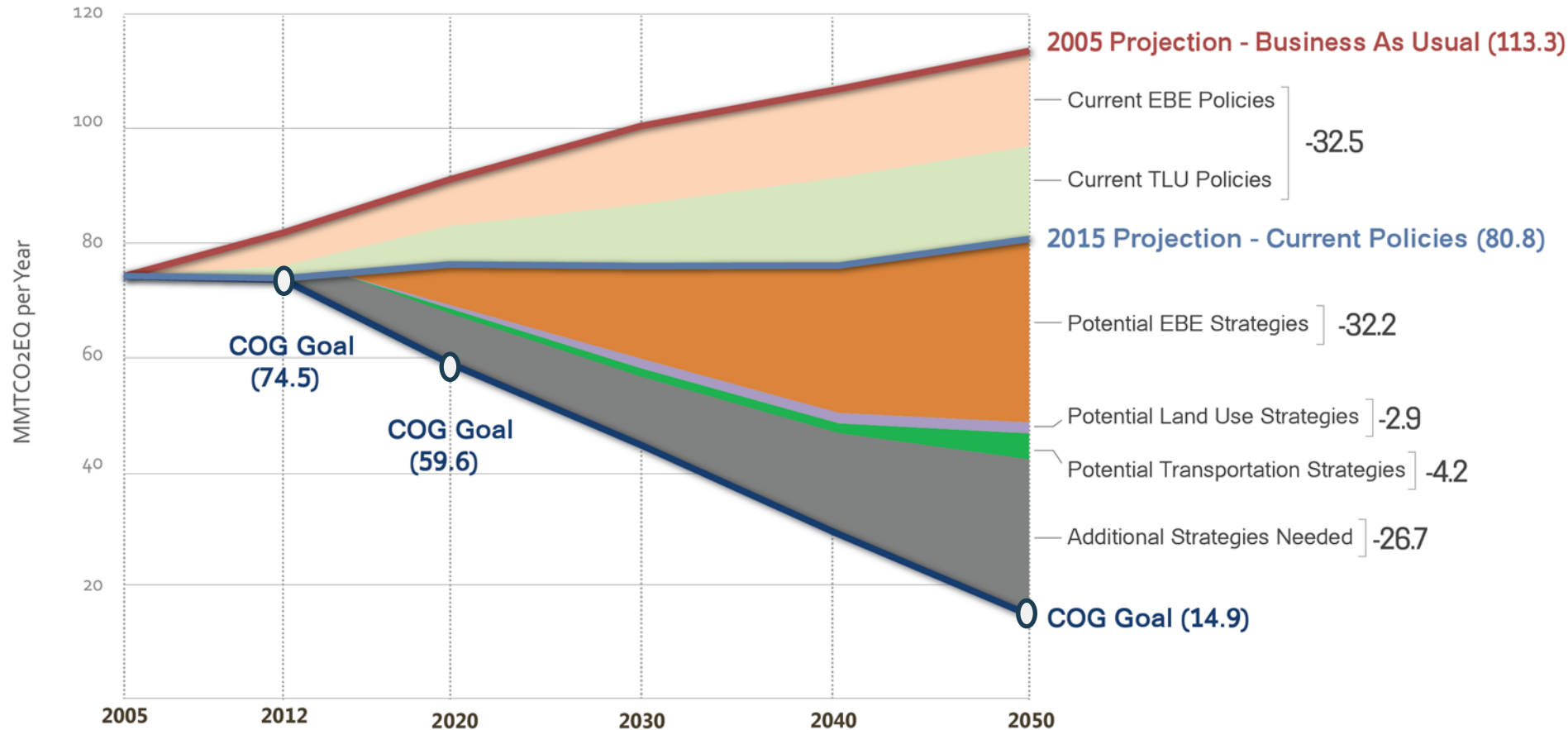
## COG Greenhouse Gas Reduction Goals



### Notes:

1. The goals were adopted by the COG Board in November 2008
2. MMT = Million Metric Tons of CO<sub>2</sub> Equivalent (CO<sub>2</sub>e)

# Moving Towards COG's GHG Reduction Goals



EBE = Energy and Built Environment  
TLU = Transportation and Land Use

Land use strategies include carbon sequestration from tree canopy strategy

# Current Policies are Making a Difference – 33% towards 2050 goal

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## **Energy**

- Improved electric generation GHG emission rate
- Distributed solar system installations
- EPA Green Power Partners
- Renewable energy production tax credits
- Renewable Portfolio Standards

## **Built Environment**

- More stringent building codes for energy efficiency
- Net-zero energy buildings
- Efficiency improvements in government facilities and operations
- Commercial building Energy STAR and LEED implementation

## **Land Use**

- Focusing more of the region's future growth in walkable, mixed use, transit oriented centers

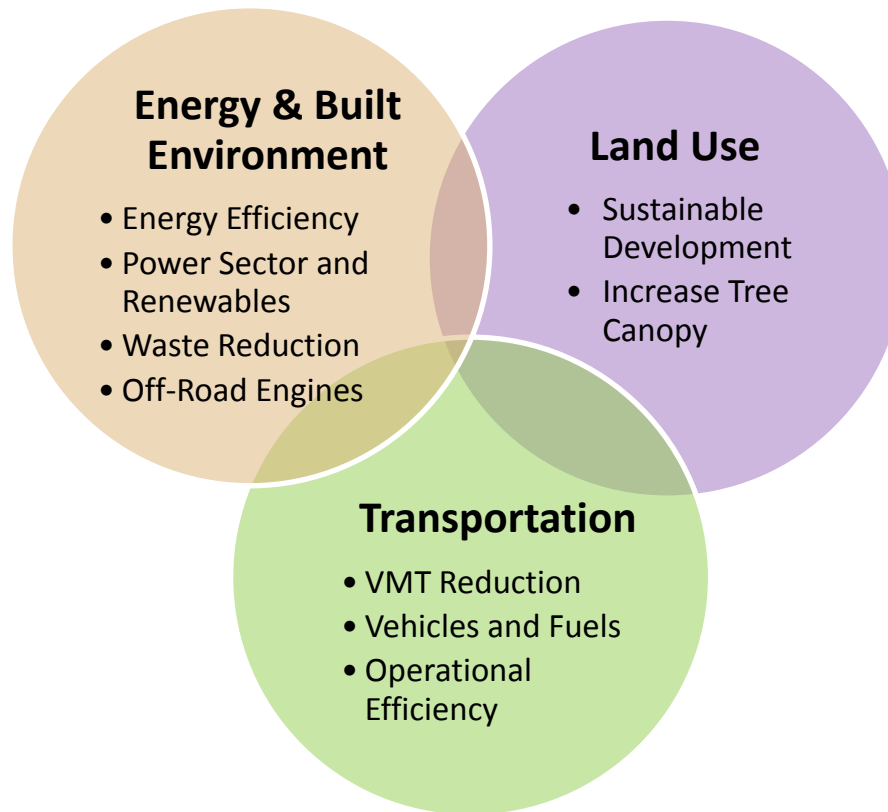
## **Transportation**

- Transportation investments (CLRP and TIP) to support land use plans and provide more multimodal travel options
- Increased federal fuel economy standards for light-duty vehicles
- Federal fuel efficiency standards for medium- and heavy-duty vehicles



# Potential Strategies for Additional Reductions

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- Twenty one strategies, selected by MSWG, were analyzed at viable and stretch levels
- In addition, a public education & community engagement strategy was included to support implementation of strategies in all sectors

# Key Energy and Built Environment Strategies

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## **Energy efficiency strategies for existing and new buildings (15 to 17.7 MMT reduction potential - 15% to 18% towards 2050 goal)**

- Viable: 2% annual reduction in energy and water use in existing buildings; stringent energy code enforcement; WaterSense in all new buildings; 50% Net Zero energy in new buildings
- Stretch: 100% Net Zero energy in new buildings
- Significant Co-Benefits: Additional Reductions in air pollution, cost savings, local job growth and improved occupant comfort, health and safety
- Costs: Efficiency – Low incremental; Net Zero - Medium

# Key Energy and Built Environment Strategies

---

## **Power sector and renewable energy strategies**

**(10.0 to 13.6 MMT reduction potential - 10% to 14% towards 2050 goal)**

- Viable: Meeting clean power plan and increased renewable portfolio/solar standards
- Stretch: Additional carbon-free power supplies such as nuclear or off-shore wind
- Significant Co-Benefits: Additional reductions in air pollution, and job growth
- Costs: Medium to High

## Key Land Use Strategies

---

### **Concentrate more of the region's anticipated growth in walkable, mixed-use, transit-oriented activity centers (1.5 to 1.9 MMT reduction potential - about 2% towards 2050 goal)**

- Viable: Future growth within each jurisdiction is concentrated in: 1) Activity Centers with premium transit; 2) other locations with premium transit; or 3) other Activity Centers without premium transit
- Stretch: Regional job-housing imbalances are addressed by shifting future growth across jurisdictional boundaries, and then concentrated as described as above
- Significant Co-Benefits: Additional reductions in air pollution, increased accessibility, reduced stormwater run-off and pedestrian-oriented community amenities
- Costs: Complex trade-off between cost and savings, but overall reductions in per-capita infrastructure and service costs should outweigh other costs. Greater investments in transit would be required

## Key Land Use Strategies

---

### **Reduce the loss of natural land cover and expand the region's tree canopy**

**(0.8 to 1.0 MMT reduction potential – about 1% towards 2050 goal)**

- Viable: Concentrate development in Activity Centers; reforestation; natural landscaping
- Stretch: Further concentrate development in Activity Centers and expand tree canopy by 5%
- Significant Co-Benefits: Reduced stormwater run-off , increased resiliency, reduced urban heat island effect, and urban area amenities
- Costs: Low incremental costs

# Key Transportation Strategies

---

## Vehicle and fuels strategies

**(1.7 to 3.5 MMT reduction potential - 2% to 4% towards 2050 goal)**

- Viable: 15% zero emissions vehicles (e.g. EVs) in on-road light-duty fleet (LDV) and public sector heavy-duty fleet (PSHD); reduce on-road fuel emissions by 10% by reducing carbon content of fuel
- Stretch: 25% zero emissions vehicles (e.g. EVs) in on-road LDV fleet and PSHD; reduce on-road fuel emissions by 15% by reducing carbon content of fuel
- Significant Co-Benefits: Additional reductions in air pollution from criteria pollutants
- Costs: Medium

# Key Transportation Strategies

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## **Travel demand management, transit, and pricing strategies (0.4 to 1.60 MMT reduction potential - <1% to 2% towards 2050 goal)**

- Viable: \$50/month subsidy for 80% of employers; increased parking charges in 90% of Activity Centers; \$5 cordon pricing entering downtown DC; reduce transit fares by 25% regionally
- Stretch: \$80/month subsidy for 100% of employers; increased of parking charges in 100% of Activity Centers; \$5 cordon pricing entering downtown DC; \$0.10/mile VMT charge; reduce transit fares by 40% regionally
- Significant Co-Benefits: Additional reductions in air pollution, congestion reduction, and safety
- Costs: TDM - Low; Transit - High; Road pricing - Medium

## Additional Measures for 2050 Goal

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**27 to 38 MMTCO<sub>2</sub>e GHG emission reductions (27% to 39% from 2050 BAU projections) still needed to achieve COG's 2050 goal**

### **Additional measures may include**

- More aggressive local strategies such as increased financial support for efficiency, renewables, and transit strategies
- Technology improvements
- New fuel efficiency standards for medium and heavy-duty vehicles and engines
- New Natural Gas Pipeline Rule
- New DOE energy efficiency standards for buildings, appliances and equipment
- Increased fuel taxes / carbon tax
- Reduction in commercial aviation GHG emissions
- Faster deployment of zero emission vehicles
- Expanded use of biofuels
- Decarbonize power sector and carbon capture and storage; more nuclear power; improvements to solar; offshore wind power
- Lifecycle GHG reductions from products



## Key Interim Findings

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- Current policies will slow the growth of GHG emissions to 10% above 2005 levels while accommodating a 48% increase in population
- The region has the potential to reduce emissions between 29 to 39 MMT (29% to 40%) by pursuing multiple strategies across sectors, but state and local action is required
- The region will need an additional 27 to 38 MMT (27% to 39%) of GHG reductions to achieve its goal
  - Achieving this goal will require additional measures – federal, state and local

## Next Steps

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### **September – October 2015**

- Review of Interim Report findings by TPB, MWAQC, CEEPC and COG Board
- Exploration of potential goals and targets by sector

### **November – December 2015**

- Draft Final Report including exploration of goals and targets prepared by consultant and reviewed by TPB, MWAQC, CEEPC

### **January 2016**

- Final Report to COG Board
- Begin development of Action Plan

## Contact Information

---

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**Metropolitan Washington Council of Governments**

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## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**SUBJECT:** NVTA Website Update

**DATE:** September 16, 2015

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1. **Purpose:** Inform members of the Authority about the new NVTA website design and implementation.
2. **Background:** The current NVTA website was designed in 2002 with no planned budget or staff for site maintenance. Based on NVTA staff and budget considerations, new site procurement was begun in May 2015. Considerations taken into account during redesign:
  - a. The site software platform is now out of date and has limited flexibility as the Authority grows and evolves.
  - b. Due to lack of flexibility, information is difficult to organize on the site, therefore difficult for users to find.
  - c. The overall graphic look of the site is out of date and cannot easily be updated.
  - d. The site lacks current site standards such as ADA compliance, translation, search functionality, calendar features and database structure.
3. **Comments:**
  - a. Highlights of the new site include:
    - i. Developed on Word Press platform, very user friendly and flexible. Will allow for future growth and expansion.
    - ii. Existing site content has been reviewed and updated, adding new content as needed.
    - iii. All information and documents reorganized for user accessibility.
    - iv. New members and regional partners' pages.
    - v. New financial section.
    - vi. Photo slider on home page that will be updated regularly.
    - vii. Events calendar feature.
    - viii. Easily accessible archive documents section.
    - ix. Site search, Google Translator and ADA accessible features.
  - b. Future considerations include:
    - i. Direct link to new TransAction site and proposed future sites such as the NVTA Six Year Program.
    - ii. Public input/feedback component.
    - iii. On-line project submittal and database for future NVTA funding programs.

**4. Next Steps:**

- a. Anticipated launch on or about October 1.
- b. Launch will be announced through eblast and Facebook.
- c. Twitter account will be established in conjunction with launch.

**Attachment:** New site slides.





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The Northern Virginia Transportation Authority is a regional body that is focused on delivering real transportation solutions and value for Northern Virginia's transportation dollars by bringing Northern Virginia jurisdictions and agencies together to prioritize projects and implement solutions.

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## NEWS & INFORMATION

- Northern Virginia Transportation Authority Announces a Ribbon Cutting Ceremony for New Arlington ART, Fairfax Connector, City of Fairfax CUE and Potomac and Rappahannock Transportation Commission OmniRide Buses
- You Are Invited to Join the NVTa for a Ribbon Cutting Ceremony for New Buses Monday, September 21, 2015



- NVTa 70% Regional Funding Projects Status and Updates



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Supervisor, Prince William County

### VICE CHAIRMAN



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Mayor, City of Alexandria



**Hon. Sharon Bulova**

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## Revenue & Budget Reports

The Authority receives monthly reports on revenues and the distribution of 30% funds to localities. These reports are presented below by fiscal year. For months where the Authority did not meet, the prior month information will be included in the next monthly report.

### Revenue Reports

#### FY2015

- January 2015
- February 2015
- March 2015
- April 2015
- May 2015
- June 2015
- July 2015

#### FY2014

- January 2014
- February 2014
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- July 2014
- September 2014
- October 2014
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### Budget Reports

- FY2015 Local Distribution 30% Fund Budget – Adopted May 8, 2014
- FY2015 Regional Revenue 70% Fund Budget – Adopted May 8, 2014
- FY2015 Operating Budget – Approved May 8, 2014

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## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** September 17, 2015

**SUBJECT:** Regional Funding Project 153-30361 (RT28 Manassas Bypass Study – Godwin Drive Extension)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 153-30361.
2. **Suggested motion.** *I move approval of the proposed Standard Project 153-30361 (RT28 Manassas Bypass Study – Godwin Drive Extension), in accordance with NVTa's approved Project Description Sheets 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 FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by the Prince William 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.
  - d. This project was originally approved by the Authority with City of Manassas as the project sponsor. As per a later agreement between City of Manassas and Prince William County, Prince William County will be the sponsor moving forward.

**Attachment:** SPA for NVTa Project Number 153-30361

**Coordination:** Council of Counsels

# VI. ATTACHMENT

ATTACHMENT  
September 8, 2015  
Res. No. 15-533  
Page 1 of 23

Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Prince William County  
(Recipient Entity)

Project Name: The Route 28 (Manassas Bypass) Godwin Dri

NVTA Project Number: 153 - 30361

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 Prince William 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, Prince William 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 Prince William County's application for funding and has approved Prince William County's administration and performance of the Project's described scope of work;

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

WHEREAS, NVTa agrees that Prince William County will design and/or construct the Project or perform such other specific work for the Project and Prince William 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 Prince William 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 Prince William 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

Prince William 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 NVTAs funds specified on Appendix B to pay any Project cost if the NVTAs Act does not permit such Project cost to be paid with NVTAs funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAs will provide funding for such multiple phases (as set forth on Appendix B), NVTAs may not provide funding to Prince William County to advance the Project to the next phase until the current phase is completed. In any circumstance where Prince William County seeks to advance a Project to the next phase using NVTAs funds, Prince William County shall submit a written request to NVTAs's Executive Director explaining the need for NVTAs's funding of an advanced phase. NVTAs's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAs's current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Prince William 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, Prince William County further recognizes that NVTa's reimbursement to Prince William 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. Prince William 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, Prince William 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 Prince William 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. Prince William 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. Prince William 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 Prince William 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 Prince William County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Prince William County shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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, Prince William 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 Prince William 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 Prince William County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Prince William County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Prince William 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 Prince William 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 Prince William 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 Prince William County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William 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 Prince William County that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Prince William 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 Prince William 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 Prince William 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 Prince William County's designated representative in writing. Prince William County will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Prince William 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 Prince William 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 Prince William County of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Prince William 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 Prince William 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 NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs 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. Prince William County may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Prince William County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Prince William County shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Prince William County's material breach of this Agreement. If so terminated, Prince William County shall refund to NVTAs all funds NVTAs provided to Prince William County for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Prince William County with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Prince William County may

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

Prince William 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 Prince William 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, Prince William 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 Prince William County refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Prince William 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 Prince William 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 Prince William County, to the attention of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

Prince William 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: \_\_\_\_\_

\_\_\_\_\_  
Prince William County (Name of Recipient Entity)

By:  for TO \_\_\_\_\_

Date: 9/17/15

**Appendix A –Narrative Description of Project**

***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: The Route 28 (Manassas Bypass) Godwin Drive Extended Study

Recipient Entity: Prince William County

Recipient Entity/Project Manager Contact Information: Thomas Blaser, 703-792-6825

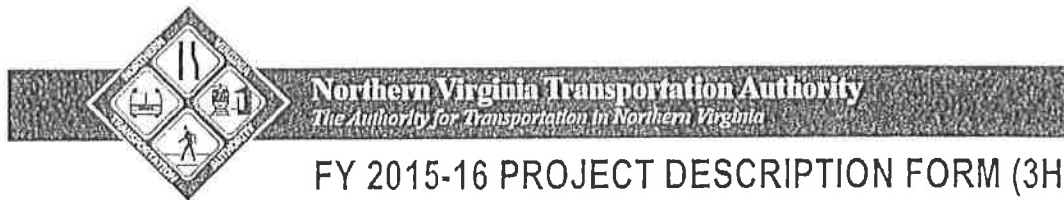
NVT A Program Coordinator Contact information: Keith Jasper

**Project Scope**

**Only Complete if Different from the Approved NVT A Project Description Sheet**

**Detailed Scope of Services**

**Only Complete if Different from the Approved NVT A Project Description Sheet**



### Basic Project Information

Submitting Agency: City of Manassas

Project Title: Route 28 (Manassas Bypass) Study – Godwin Drive Extended (3H)

Project Type (*check one*):

Roadway (X)    Transit ( )

VA State Route Number (if applicable) and NVT Authority Corridor Number (1-8): Route 28, Corridor 3

1. Project Description: 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. The Godwin Drive Extended alternative begins at the intersection of Godwin Drive/Route 234 on the western edge of the City of Manassas and continues through dedicated Right of Way in Prince William County and Fairfax County to a proposed interchange between Route 234 Business and Route 28 on I-66. Other viable alternatives along existing Route 28 such as reversible lanes will also be considered in this study.
2. Requested NVT Authority Funds: PE Only, \$2,500,000
3. Phase(s) of Project Covered by Requested NVT Authority Funds: PE only, future funding requests are deferred until study completion.
4. Total Cost to Complete Project: \$2,500,000
5. Project Milestone -Study Phase: Start of Study July 2015
6. Project Milestone -Preliminary Engineering (30% Design): Start of PE July 2015
7. Project Milestones -Final Design: Start of Final Design deferred until study completion
8. Project Milestones -Right-of-Way: ROW acquisitions completed deferred until study completion
9. Project Milestone – Construction: Start of Construction deferred until study completion
10. Project Milestone – Mass Transit Vehicle Acquisition: Start of Construction deferred until study completion

Route 28 (Manassas Bypass) Study – Godwin Drive Extended 3H



11. Is Project in Transaction 2040:  
Yes ( X )                      No (   )

12. Project in 2010 CLRP: N/A

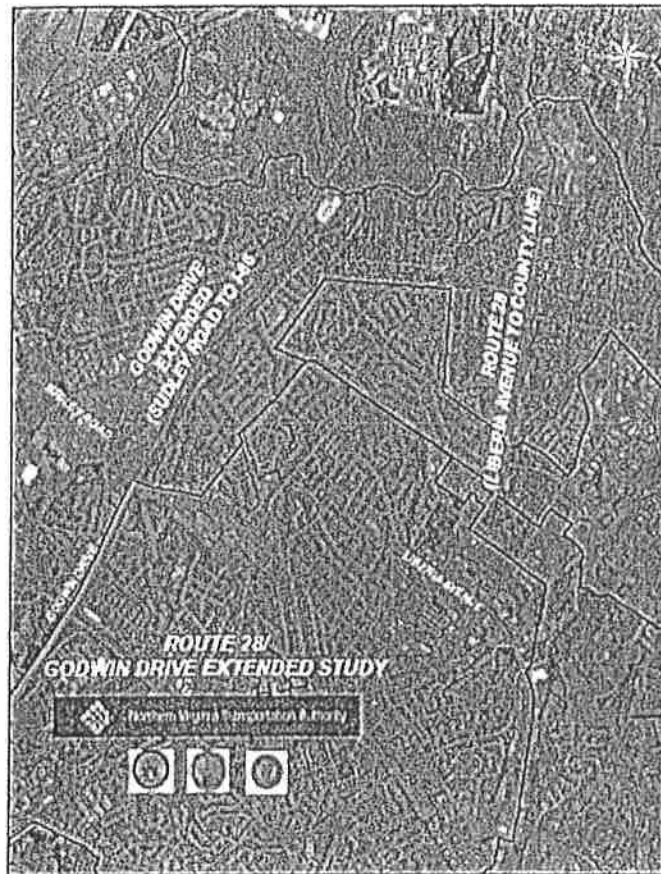
13. Project Leverages other Funding: (please state amount)

- Local (   )
- State (   )
- Federal (   )
- Other: N/A



### Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This study will evaluate those alignments and options most viable for the long term congestion relief along the Route 28 corridor from Manassas to Fairfax County. The Godwin Drive Extended corridor was modelled as required by HB 2313 and HB 599 and was determined to show significant congestion relief. Other options along existing Route 28 between the City of Manassas and Fairfax County will also be evaluated. This study will address bike and pedestrian safety and better connect regional activity centers.
- **How does the project reduce congestion?**  
All proposed study alignments for this project will significantly reduce congestion on Route 28 between the City of Manassas and Fairfax County. Prince William County and the City of Manassas Park will also realize congestion relief.
- **How does project increase capacity? (Mass Transit Projects only )**  
This is the study of a highway project.
- **How does project improve auto and pedestrian safety?**  
Bike and pedestrian trails/shared use paths will be considered in the study
- **List internet links below to any additional information in support of this project:** N/A



Route 28 (Manassas Bypass) Study – Godwin Drive Extended 3H

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 28 (Manassas Bypass) Girdwin Drive Extended Study  
Recipient Entity: Prince William County  
Project Contact Information: 703-793-6825

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 2,500,000.00	\$ 2,500,000.00	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 2,500,000.00	\$ 2,500,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 900,000.00		\$ 1,600,000.00							
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 900,000.00	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 150,000.00							
August			\$ 150,000.00							
September			\$ 150,000.00							
October			\$ 150,000.00							
November			\$ 150,000.00							
December			\$ 150,000.00							
January	\$ 150,000.00		\$ 150,000.00							
February	\$ 150,000.00		\$ 150,000.00							
March	\$ 150,000.00		\$ 100,000.00							
April	\$ 150,000.00		\$ 100,000.00							
May	\$ 150,000.00		\$ 100,000.00							
June	\$ 150,000.00		\$ 100,000.00							
Total per Fiscal Year	\$ 900,000.00	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Recipient Entity Official

Signature

Title

Date

Print name of person signing

Northern Virginia Transportation Authority

Signature

Title

Date

Print name of person signing

## APPENDIX D

### TAX COVENANTS

The Recipient Entity will not permit more than five percent of the total amount of NVT A 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 NVT A 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 NVT A 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 NVT A 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 NVT A to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVT A advances the amount of the requisition. NVT A may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVT A'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 NVT A 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.

**MOTION: NOHE**

**September 8, 2015**

**Regular Meeting**

**Res. No. 15-533**

**SECOND: MAY**

**RE: AUTHORIZE EXECUTION OF A STANDARD PROJECT AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR LOCAL ADMINISTRATION OF ROUTE 28 (MANASSAS BYPASS) GODWIN DRIVE EXTENDED STUDY, AND BUDGET AND APPROPRIATE \$2,500,000 TO BE REIMBURSED WITH FISCAL YEAR 2015-2016 70% NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FUNDS – GAINESVILLE, BRENTSVILLE AND COLES MAGISTERIAL DISTRICTS**

**ACTION: APPROVED**

**WHEREAS**, in April 2013, the General Assembly and Governor of the Commonwealth of Virginia approved a new transportation funding bill (HB2313) with all taxes and fees imposed by the General Assembly; and

**WHEREAS**, seventy percent (70%) of HB2313 revenues will be provided to the Northern Virginia Transportation Authority (NVTa) for regional projects included in TransAction 2040 or future updates that have also been evaluated by the Virginia Department of Transportation (VDOT) for reducing congestion, or mass transit capital projects that increase capacity; and

**WHEREAS**, NVTa approved a list of 37 projects to be funded with FY2015-2016 HB2313 funds; and

**WHEREAS**, NVTa's Standard Project Agreement (SPA) allows for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with NVTa to receive the HB2313 70% funds on a reimbursement basis; and

**WHEREAS**, NVTa granted City of Manassas \$2,500,000 as part of the FY2015-2016 approved project list, to complete the Route 28 (Manassas Bypass) Godwin Drive Extended Study; and

**WHEREAS**, the Route 28 (Manassas Bypass) Godwin Drive Extended Study has been delayed due to Commonwealth of Virginia 2014 House Bill 2 and the County was awaiting results from this study to commence its Throughfare Plan Update; and

**WHEREAS**, the study will evaluate the scope, cost, environmental assessments, 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; and

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Regular Meeting  
Res. No. 15-533  
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**WHEREAS**, the County will need to budget and appropriate \$2,500,000 for the Route 28 (Manassas Bypass) Godwin Drive Extended Study in NVTa 70% funds in order for it to be used for work associated with the respective project; and

**WHEREAS**, the County will be reimbursed for these costs through the provisions outlined in the NVTa SPA; and

**WHEREAS**, per Supervisor Nohe, the Northern Virginia Transportation Authority may need a separate letter from the County Executive acknowledging that the County is taking over this project;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors does hereby authorize execution of the Standard Project Agreement and associated documents between Prince William County and the Northern Virginia Transportation Authority for local administration of the Route 28 (Manassas Bypass) Godwin Drive Extended Study;

**BE IT FURTHER RESOLVED** that the \$2,500,000 in funds for the Virginia Department of Transportation Route 28 (Manassas Bypass) Godwin Drive Extended Study designated for reimbursement using Fiscal Year 2015-2016 70% NVTa funds be budgeted and appropriated as follows:

**Budget & Appropriate (Revenue):**

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 28 (Manassas Bypass) Godwin Drive Extended Study	1292 – NVTa 70% Regional Funding	\$2,500,000

**Budget & Appropriate (Expenditure):**

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 28 (Manassas Bypass) Goodwin Drive Extended Study	3220 –Engineering Study	\$2,500,000

<b>Total</b>		<b>\$2,500,000</b>
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Res. No. 15-533  
Page Three

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors does hereby authorize the Transportation Director to execute such documents necessary to affect the intent to this resolution and sign the Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Prince William County on behalf of the Prince William Board of County Supervisors.

ATTACHMENT: Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Prince William County

**Votes:**

**Ayes:** Caddigan, Candland, Jenkins, Lawson, May, Nohe, Principi, Stewart

**Nays:** None

**Absent from Vote:** None

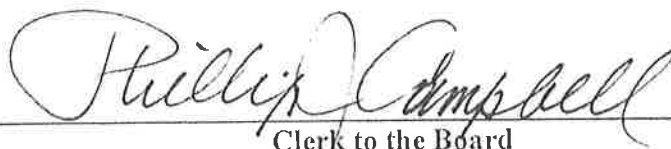
**Absent from Meeting:** None

**For Information:**

Transportation Director

Finance Director

ATTEST: \_\_\_\_\_

  
Clerk to the Board

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** September 17, 2015

**SUBJECT:** Regional Funding Project 683-30451 (Route 28 Widening South to City Limits)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 683-30451.
2. **Suggested motion.** *I move approval of the proposed Standard Project 683-30451 (Route 28 Widening South to City Limits), in accordance with NVTAs approved Project Description Sheets 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 FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by the City of Manassas 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 NVTAs Project Number 683-30451

**Coordination:** Council of Counsels

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

---

(Recipient Entity)**

Project Name: Route 28 Widening South to City Limits (3I)

NVTA Project Number: 683-30451

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of September, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and City of Manassas ("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, the City of Manassas 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 the City of Manassas's application for funding and has approved the City of Manassas's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by the City of Manassas, 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 the City of Manassas to finance the Project;

WHEREAS, NVTa agrees that the City of Manassas will design and/or construct the Project or perform such other specific work for the Project and the City of Manassas 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 the City of Manassas'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 the City of Manassas'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

the City of Manassas 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 the City of Manassas to advance the Project to the next phase until the current phase is completed. In any circumstance where the City of Manassas seeks to advance a Project to the next phase using NVTa funds, the City of Manassas 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 the City of Manassas 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, the City of Manassas further recognizes that NVTA's reimbursement to the City of Manassas 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. the City of Manassas 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, the City of Manassas 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 the City of Manassas.
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. the City of Manassas 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. the City of Manassas 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 the City of Manassas '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 the City of Manassas be required to provide matching funds in order to proceed or complete the funding necessary for the Project, the City of Manassas shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by the City of Manassas 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 the City of Manassas 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 the City of Manassas; 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 the City of Manassas 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 the City of Manassas'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 the City of Manassas 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 the City of Manassas 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 the City of Manassas 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, the City of Manassas 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 the City of Manassas.

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 the City of Manassas 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 the City of Manassas '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 the City of Manassas . 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 the City of Manassas 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 the City of Manassas that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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 the City of Manassas expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that the City of Manassas agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that the City of Manassas 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 the City of Manassas 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 the City of Manassas 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 the City of Manassas adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to the City of Manassas 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

4. Route all \_\_\_\_\_ the City of Manassas \_\_\_\_\_'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 \_\_\_\_\_ the City of Manassas \_\_\_\_\_'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 \_\_\_\_\_ the City of Manassas \_\_\_\_\_ 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 \_\_\_\_\_ the City of Manassas \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ the City of Manassas \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review \_\_\_\_\_ the City of Manassas \_\_\_\_\_'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 \_\_\_\_\_ the City of Manassas \_\_\_\_\_ 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 \_\_\_\_\_ the City of Manassas \_\_\_\_\_ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by \_\_\_\_\_ the City of Manassas \_\_\_\_\_. 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 the City of Manassas 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 NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs 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. the City of Manassas may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by the City of Manassas to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, the City of Manassas shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from the City of Manassas's material breach of this Agreement. If so terminated, the City of Manassas shall refund to NVTAs all funds NVTAs provided to the City of Manassas for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide the City of Manassas with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, the City of Manassas may



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

the City of Manassas 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 the City of Manassas 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, the City of Manassas 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 the City of Manassas refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from the City of Manassas 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 the City of Manassas.

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 the City of Manassas, to the attention of its City Manager  
9027 Center Street  
Manassas, VA 20110 (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

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Manassas (Name of Recipient Entity)

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

Date: 8/13/15

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title:   Route 28 Widening South to City Limits (3I)

Recipient Entity: City of Manassas

Recipient Entity/Project Manager Contact Information: Patrick Moore

NVT A Program Coordinator Contact information: Sree Nampoothiri 703-762-6298

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVT A Project Description Sheet</b>

<b>Detailed Scope of Services</b>
<b>Project estimate has increased from \$12,847,000 to \$13,370,233.</b>

**FY 2015-16 PROJECT DESCRIPTION FORM 3I****Basic Project Information****Submitting Agency: City of Manassas****Project Title: Route 28 Widening South to City Limits (3I)****Project Type (check one):**

Roadway (X)    Transit ( )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Route 28, Corridor 3**

1. **Project Description:** This project widens 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 widening accommodates future traffic needs for motorists on Route 28 as they move to and from the Route 234 bypass and through the City of Manassas. 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.
2. **Requested NVTA Funds:** \$3,294,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** PE, RW, CN
4. **Total Cost to Complete Project:** \$12,847,000
5. **Project Milestone -Study Phase:** Start of Study December 2012
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE November 2013
7. **Project Milestones -Final Design:** Start of Final Design February 2016
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed April 2016
9. **Project Milestone – Construction:** Start of Construction December 2017
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction N/A
11. **Is Project in Transaction 2040:**  
Yes (X)                      No ( )



**12. Project in 2010 CLRP: N/A**

**13. Project Leverages other Funding: (please state amount)**

- Local (X )
- State (X )
- Federal (X )
- Other: N/A



## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This project reduces congestion on a high volume corridor that runs through Prince William County, Manassas, Manassas Park, Fairfax County, and Loudoun County.
- **How does the project reduce congestion?**  
This project widens Route 28 to 6 lanes to match the planned corridor width in Prince William County's comprehensive plan. It will reduce congestion for commuters traveling from western Prince William County to I-66.
- **How does project increase capacity? (Mass Transit Projects only )**  
This is a highway project.
- **How does project improve auto and pedestrian safety?**  
Bike and pedestrian trails/shared use paths will be included in the corridor and will provide connectivity between Prince William County and the City of Manassas as state in the City of Manassas 2007 Bike Trail Master Plan
- **List internet links below to any additional information in support of this project: N/A**







# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 28 Widening South to City Limits (31)  
 Recipient Entity: City of Manassas  
 Project Contact Information: Patrick Moore 703-257-8266

### PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 1,665,000.00	\$ 260,000.00	\$ -	RS	\$ 1,269,000.00	\$ -
Engineering		\$ 240,000.00				
Environmental Work		\$ 32,000.00				
Right-of-Way Acquisition	\$ 2,619,750.00	\$ 500,000.00				
Construction	\$ 9,085,483.00	\$ 1,700,000.00		NVTA future request	\$ 1,958,233.00	
Contract Administration		\$ 162,000.00				
Testing Services		\$ 300,000.00				
Inspection Services		\$ 100,000.00				
Capital Asset Acquisitions						
Other				RSTP	\$ 6,849,000.00	
<b>Total Estimated Cost</b>	<b>\$ 13,370,233.00</b>	<b>\$ 3,294,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,076,233.00</b>	<b>\$ -</b>

### FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 200,000.00		\$ 60,000.00							
Engineering	140,000.00		100,000.00							
Environmental Work	32,000.00									
Right-of-Way Acquisition			500,000.00							
Construction					1,700,000.00					
Contract Administration					162,000.00					
Testing Services	200,000.00				100,000.00					
Inspection Services					100,000.00					
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 572,000.00</b>	<b>\$ -</b>	<b>\$ 660,000.00</b>	<b>\$ -</b>	<b>\$ 2,062,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

### FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 20,000.00		\$ 325,000.00					
August			\$ 20,000.00		\$ 275,000.00					
September			\$ 20,000.00		\$ 225,000.00					
October	\$ 50,000.00		\$ 20,000.00		\$ 150,000.00					
November	\$ 50,000.00		\$ 20,000.00		\$ 150,000.00					
December	\$ 50,000.00		\$ 20,000.00		\$ 125,000.00					
January	\$ 50,000.00		\$ 20,000.00		\$ 125,000.00					
February	\$ 50,000.00		\$ 20,000.00		\$ 125,000.00					
March	\$ 50,000.00		\$ 100,000.00		\$ 125,000.00					
April	\$ 75,000.00		\$ 100,000.00		\$ 150,000.00					
May	\$ 72,000.00		\$ 150,000.00		\$ 150,000.00					
June	\$ 125,000.00		\$ 150,000.00		\$ 137,000.00					
<b>Total per Fiscal Year</b>	<b>\$ 572,000.00</b>	<b>\$ -</b>	<b>\$ 660,000.00</b>	<b>\$ -</b>	<b>\$ 2,062,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

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

Recipient Entity Official

Signature

City Manager

Title

Date

W. Patrick Pate

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

**MOTION: WAY**

**SECOND: AVENI**

**RE: Northern Virginia Transportation Authority's FY2015-16**


**August 10, 2015  
Regular Meeting  
Res. No. R-2016-08**

**WHEREAS**, the Manassas City Council desires to submit a Standard Project Agreement for appropriation of funds totaling \$3,294,000.00 through the Northern Virginia Transportation Authority's (NVTa) HB2313 Funding Program; and

**WHEREAS**, these funds will advance the **Route 28 Widening South to City Limits project**, (NVTa project 3I, City Project T-42) which widens Route 28 from 4 to 6 lanes between Godwin Drive and the south city corporate limits, mitigates transportation conflicts by creating a protected left turn movement for motorists accessing Godwin Drive and provides congestion relief on Route 28.

**NOW THEREFORE, BE IT RESOLVED** that the Manassas City Council does hereby support this Standard Project Agreement that appropriates of \$3,294,000.00 through the NVTa's HB2313 Funding Program; and

**BE IT FURTHER RESOLVED** that the Manassas City Council hereby grants authority for the City Manager to execute the Standard Project Agreement for this project.

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

ATTEST:

  
Andrea P. Madden City Clerk

THIS IS A TRUE AND CERTIFIED  
COPY OF RESOLUTION #R-2016-08.

**Votes:**

**Ayes: Aveni, Bass, Elston, Lovejoy, Way**

**Nays: None**

**Absent from Vote: Wolfe**

**Absent from Meeting: Wolfe**

  
Andrea P. Madden, City Clerk [SEAL]

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** September 17, 2015

**SUBJECT:** Regional Funding Project 359-80491 (Widen RT1 Farley Boulevard from Brady's Hill Road to RT234 Dumfries Road)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 359-80491.
2. **Suggested motion.** *I move approval of the proposed Standard Project 359-80491 (Widen RT1 Farley Boulevard from Brady's Hill Road to RT234 Dumfries Road), in accordance with NVTAs approved Project Description Sheets 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 FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by the Town of Dumfries 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 NVTAs Project Number 359-80491

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Town of Dumfries  
\_\_\_\_\_  
(Recipient Entity)**

Project Name: Widen US Route 1 (Fraleigh Blvd) Bradey's Hill Rd to RT234 (Dumfries Rd)

NVTA Project Number: 359-80491

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ ("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, Town of Dumfries 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 Town of Dumfries's application for funding and has approved Town of Dumfries's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Town of Dumfries, 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 Town of Dumfries to finance the Project;

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

Town of Dumfries shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAs funds specified on Appendix B to pay any Project cost if the NVTAs Act does not permit such Project cost to be paid with NVTAs funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAs will provide funding for such multiple phases (as set forth on Appendix B), NVTAs may not provide funding to Town of Dumfries to advance the Project to the next phase until the current phase is completed. In any circumstance where Town of Dumfries seeks to advance a Project to the next phase using NVTAs funds, Town of Dumfries shall submit a written request to NVTAs's Executive Director explaining the need for NVTAs's funding of an advanced phase. NVTAs's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAs's current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Town of Dumfries 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, Town of Dumfries further recognizes that NVTA's reimbursement to Town of Dumfries 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. Town of Dumfries 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, Town of Dumfries 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 Town of Dumfries.
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. Town of Dumfries 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. Town of Dumfries 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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_'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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by \_\_\_\_\_ Town of Dumfries \_\_\_\_\_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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ 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 Town of Dumfries; 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 Town of Dumfries 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 Town of Dumfries’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 Town of Dumfries 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 Town of Dumfries 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 Town of Dumfries 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, Town of Dumfries 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 Town of Dumfries.

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

**B. NVTB's Obligations**

NVTB shall:

- I. Provide to Town of Dumfries the funding authorized by NVTB 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 Town of Dumfries 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 Town of Dumfries'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 Town of Dumfries. 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 Town of Dumfries 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 Town of Dumfries that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all \_\_\_\_\_ Town of Dumfries \_\_\_\_\_'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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_'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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ 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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review \_\_\_\_\_ Town of Dumfries \_\_\_\_\_'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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ 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 \_\_\_\_\_ Town of Dumfries \_\_\_\_\_ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by \_\_\_\_\_ Town of Dumfries \_\_\_\_\_. 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 Town of Dumfries 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 NVTAFunds to be provided and allocated to the Project and the amounts of any NVTAFunds 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. Town of Dumfries may terminate this Agreement, for cause, in the event of a material breach by NVTAFunds of this Agreement. If so terminated, NVTAFunds shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Town of Dumfries to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAFunds as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAFund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAFunds. Before initiating any proceedings to terminate under this Paragraph, Town of Dumfries shall give NVTAFunds sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAFunds an opportunity to investigate and cure any such alleged breach.
3. NVTAFunds may terminate this Agreement, for cause, resulting from Town of Dumfries's material breach of this Agreement. If so terminated, Town of Dumfries shall refund to NVTAFunds all funds NVTAFunds provided to Town of Dumfries for the Project (including interest earned at the rate earned by NVTAFunds). NVTAFunds will provide Town of Dumfries with sixty (60) days written notice that NVTAFunds is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Town of Dumfries may



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

\_\_\_\_\_ Town of Dumfries \_\_\_\_\_ 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 Town of Dumfries 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, Town of Dumfries 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 Town of Dumfries refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Town of Dumfries 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 Town of Dumfries.

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 Town of Dumfries, to the attention of Daniel Taber  
17755 Main Street  
Dumfries VA 22026 (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

Town of Dumfries 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: \_\_\_\_\_

\_\_\_\_\_  
Town of Dumfries (Name of Recipient Entity)

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

Date: 9-18-15

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: US Route 1 Widening

Recipient Entity: Town of Dumfries, Virginia

Recipient Entity/Project Manager Contact Information: Richard West, Director of Public Works  
703 221-3400  
17755 Main Street, Dumfries VA 22026  
rwest@dumfriesva.gov

NVT A Program Coordinator Contact information: Sree Nampoothiri, AICP, Program Coordinator  
703 642-4656  
3040 Williams Drive, Suite 200, Fairfax, VA 22031  
Sree.Nampoothiri@thenovaauthority.org

#### **Project Scope**

**Only Complete if Different from the Approved NVT A Project Description Sheet**

#### **Detailed Scope of Services**

**Only Complete if Different from the Approved NVT A Project Description Sheet**

**FY 2015-16 PROJECT DESCRIPTION FORM (8Q)****Basic Project Information****Submitting Agency:** Town of Dumfries**Project Title:** Widen Route 1 (Fraley Boulevard) Brady's Hill Road to Route 234 (Dumfries Road) 8Q**Project Type (check one):**

Roadway ( X ) Transit ( )

**VA State Route Number (if applicable) and NVTa Corridor Number (1-8):** US 1 NVTa Corridor 8

1. **Project Description:** This project will complete another segment of the Route 1 Corridor identified in VDOT's Route 1 Location Study. U S Route 1 is bisected through the Town of Dumfries with northbound Route 1 on an alignment on the east side of Town and southbound Route 1 on a separate alignment, also serving as Main Street for the town. No other community in Prince William County has Route 1 dividing its town and stifling traffic for its entire community six to seven days a week. Currently 54,000 vehicles per day travel through the approximately 2.01 miles (10,650 ft) of Route 1. Future road studies estimate that 80,000 vehicle per day will travel this segment. Route 1 is being widened by Prince William County to the north and south of this choke point.

This project will complete the Northern segment of a Prince William County funded project (VDOT's Route 1 / Route 619) and will allow both local traffic to travel to and from Quantico / Stafford to the Route 234 interchange (Bi-County Parkway) 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 two lanes to six 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. The southbound alignment can then be used as Main Street for the town of Dumfries, enhancing the economic development of the town and the safety of the town's citizens.

2. **Requested NVTa Funds:** \$6,900,000
3. **Phase(s) of Project Covered by Requested NVTa Funds:** PE
4. **Total Cost to Complete Project:** \$82,500,000
5. **Project Milestone -Study Phase:** Start of Study - March 2013
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE -July 2014
7. **Project Milestones -Final Design:** Start of Final Design - July 2015



8. **Project Milestones -Right-of-Way:** ROW acquisitions completed – June 2018
9. **Project Milestone – Construction:** Start of Construction – March 2019
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**  
Yes ( X )                      No (   )
12. **Project in 2010 CLRP:** N/A
13. **Project Leverages other Funding:** (please state amount)
  - Local (   )
  - State ( X )
  - Federal ( X )
  - Other:





## Stated Benefits

- **What Regional benefit(s) does this project offer?**

This project will complete a segment of the Route 1 Corridor identified in VDOT's Route 1 Location Study. This segment lies between two other segments (Stafford County Line to Joplin/Fuller Road (Route 619) and Dumfries Road to Dale Boulevard (Route 784)) and will allow for the proper movement of intrastate travel on Route 1. Route 1 through Dumfries is a major secondary roadway to Interstate 95 and serves as a major artery for the Eastern part of the Commonwealth.

This project alleviates traffic on a regionally congested corridor and provides an alternate route to I-95. This project will improve both vehicular and pedestrian/bicycle mobility in the area.

- **How does the project reduce congestion?**

According to the Route 1 Location Study Project A prepared by PB Americas (dated December 2008), the Level of Service (LOS) during the AM peak hours is E/F and during the PM peak hours it is D. The project will add one northbound travel lane, and replace the existing two southbound travel lanes which pass through the Main Street portion of the Town with three southbound travel lanes aligned with Fraley Boulevard, where there are fewer intersections.

- **How does project increase capacity? (Mass Transit Projects only )**

N/A

- **How does project improve auto and pedestrian safety?**

The project will improve auto and pedestrian safety by:

1. separating high-volume pass-through traffic onto the six lane Route 1, while lower volume, lower speed residential and business traffic is on Main Street;
2. providing a 12' to 16' median to separate opposing traffic;
3. providing two 12' and one 15' travel lane in each direction, with the fifteen' outer travel lane to additionally accommodate bicycle use;
4. providing a 6' sidewalk with 4' buffer for pedestrian use;
5. providing safe pedestrian passage over Quantico Creek (see Figure 1).

- **List internet links below to any additional information in support of this project:**

# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Widen Route 1 (Fraleay Boulevard) Brady's Hill Road to Route 234 (Routew 234)  
Recipient Entity: Town of Dumfries  
Project Contact Information: Richard West, Director of Public Works, rwest@dumfriesva.gov, 703-221-3400

## PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 1,500,000.00	\$ 1,500,000.00	\$ -		\$ -	\$ -
Engineering	\$ 10,000,000.00	\$ 5,000,000.00		Unidentified	\$ 5,000,000.00	
Environmental Work	\$ 1,000,000.00	\$ 400,000.00		Unidentified	\$ 600,000.00	
Right-of-Way Acquisition	\$ 22,000,000.00			Unidentified	\$ 22,000,000.00	
Construction	\$ 48,000,000.00			Unidentified	\$ 48,000,000.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 82,500,000.00</b>	<b>\$ 6,900,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,600,000.00</b>	<b>\$ -</b>

## FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 1,500,000.00									
Engineering	2,000,000.00		3,000,000.00							
Environmental Work			400,000.00							
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 3,500,000.00</b>	<b>\$ -</b>	<b>\$ 3,400,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

## FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 333,333.00							
August			\$ 333,333.00							
September			\$ 333,333.00							
October			\$ 333,333.00							
November			\$ 333,333.00							
December			\$ 333,333.00							
January	\$ 583,000.00		\$ 333,333.00							
February	\$ 583,000.00		\$ 333,333.00							
March	\$ 583,000.00		\$ 333,336.00							
April	\$ 583,000.00		\$ 133,333.00							
May	\$ 583,000.00		\$ 133,333.00							
June	\$ 585,000.00		\$ 133,334.00							
<b>Total per Fiscal Year</b>	<b>\$ 3,500,000.00</b>	<b>\$ -</b>	<b>\$ 3,400,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

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

Recipient Entity Official

Signature

Title

Date

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

**AT A REGULAR MEETING OF THE DUMFRIES TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 1, 2015, IN COUNCIL CHAMBERS, 17755 MAIN STREET, DUMFRIES, VIRGINIA: ON A MOTION DULY MADE BY MR. BREWER, AND SECONDED BY MS. WASHINGTON, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:**

Charles C. Brewer, yes;  
Gerald M. Foreman, II, yes;  
William A. Murphy, yes;  
Helen D. Reynolds, yes;  
Willie J. Toney, yes;  
Gwen P. Washington, yes;  
Derrick R. Wood, yes;

**RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A STANDARD PROJECT AGREEMENT WITH THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR US ROUTE 1 WIDENING FUNDING**

**WHEREAS**, the Town of Dumfries has applied to the Northern Virginia Transportation Authority, hereinafter NVTa, for funding of the US Route 1 Widening project; and

**WHEREAS**, NVTa has reviewed the Town of Dumfries' application for funding and has approved the Town of Dumfries' administration and performance of the Project's described scope of work; and

**WHEREAS**, NVTa is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTa Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended; and

**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; and

**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; and

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

**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; and

**WHEREAS**, US Route 1 Widening within the Town of Dumfries (‘the Project’) satisfies the requirements of Virginia Code Section 33.2-2510; and

**WHEREAS**, the Project is to be financed, 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; and

**WHEREAS**, based on the information provided by the Town of Dumfries, 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.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Dumfries this 1st day of September, 2015 does hereby authorize the Town Manager to enter into a Standard Project Agreement for Funding the US Route 1 Widening Project with NVTA.

By Order of Council:

  
\_\_\_\_\_  
Gerald M. Foreman, Mayor

Attest:

  
\_\_\_\_\_  
Dawn Hobgood, Town Clerk

Resolution Number R-2015-065

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** September 17, 2015

**SUBJECT:** Regional Funding Project 402-10521 (New Grade-separated Interchange at Edwards Ferry Road and RT15 Bypass)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 402-10521.
2. **Suggested motion.** *I move approval of the proposed Standard Project 402-10521 (New Grade-separated Interchange at Edwards Ferry Road and RT15 Bypass), in accordance with NVTAs approved Project Description Sheets 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 FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Town of Leesburg 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 NVTAs Project Number 402-10521

**Coordination:** Council of Counsels



**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Town Of Leesburg  
(Recipient Entity)**

Project Name: New Grade-Separated Interchange on Edwards Ferry Road at the Route 15 Bypass

NVTA Project Number: 402-10521

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 \_\_\_\_\_ Town Of Leesburg \_\_\_\_\_ ("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 NVTAFund and/or from NVTABond Proceeds, is located within a locality embraced by NVTAs 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 NVTAFund;

WHEREAS, Town Of Leesburg formally requested that NVTAFund provide funding to the Project by timely submitting an application for NVTAFund funding in response to NVTAs call for projects;

WHEREAS, NVTAFund has reviewed Town Of Leesburg 's application for funding and has approved Town Of Leesburg 's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Town Of Leesburg, NVTAFund has determined that the Project complies with all requirements of the NVTAFund 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 NVTAFund described in Appendix B have been duly authorized and directed by Town Of Leesburg to finance the Project;

WHEREAS, NVTAFund agrees that Town Of Leesburg will design and/or construct the Project or perform such other specific work for the Project and Town Of Leesburg 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 Town Of Leesburg '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, NVTAs governing body and Town Of Leesburg '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

Town Of Leesburg 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 NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to Town Of Leesburg to advance the Project to the next phase until the current phase is completed. In any circumstance where Town Of Leesburg seeks to advance a Project to the next phase using NVT A funds, Town Of Leesburg shall submit a written request to NVT A's Executive Director explaining the need for NVT A's funding of an advanced phase. NVT A's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVT A's current and projected cash flow position and make a recommendation to NVT A whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Town Of Leesburg 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, Town Of Leesburg further recognizes that NVTA's reimbursement to Town Of Leesburg 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. Town Of Leesburg 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, Town Of Leesburg 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 Town Of Leesburg.
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. Town Of Leesburg 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. Town Of Leesburg 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 Town Of Leesburg'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 Town Of Leesburg be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Town Of Leesburg shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Town Of Leesburg'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 Town Of Leesburg 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 Town Of Leesburg; 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 Town Of Leesburg 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 Town Of Leesburg'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 Town Of Leesburg 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 Town Of Leesburg 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 Town Of Leesburg 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, Town Of Leesburg 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 Town Of Leesburg.

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 Town Of Leesburg expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Town Of Leesburg agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Town Of Leesburg 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 Town Of Leesburg 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 Town Of Leesburg 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 Town Of Leesburg adhered to all applicable laws and regulations and all requirements of this Agreement.

**B. NVTA's Obligations**

NVTA shall:

- I. Provide to Town Of Leesburg 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 Town Of Leesburg 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 Town Of Leesburg'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 Town Of Leesburg. 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 Town Of Leesburg 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 Town Of Leesburg that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Town Of Leesburg'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 Town Of Leesburg'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 Town Of Leesburg 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 Town Of Leesburg's designated representative in writing. Town Of Leesburg will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Town Of Leesburg'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 Town Of Leesburg 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 Town Of Leesburg of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Town Of Leesburg. 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 Town Of Leesburg 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. Town Of Leesburg 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 Town Of Leesburg 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, Town Of Leesburg 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 Town Of Leesburg's material breach of this Agreement. If so terminated, Town Of Leesburg shall refund to NVTA all funds NVTA provided to Town Of Leesburg for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Town Of Leesburg with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Town Of Leesburg may



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

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

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 Town Of Leesburg, to the attention of Kaj H. Dentler, Town Manager  
25 West Market Street  
Leesburg, VA 20176 (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

Town Of Leesburg \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
Town Of Leesburg (Name of Recipient Entity)

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

Date: 09-17-15

## Appendix A -Narrative Description of Project

### *Attach- Approved NVTA Project Description Sheet*

NVTA Project Title: New Grade-Separated interchange on Edwards Ferry Road at the Route 15  
Leesburg Bypass (IP)

Recipient Entity: Town Of Leesburg

Recipient Entity/Project Manager Contact Information: Tom Brandon/ 703-737-6067

NVTA Program Coordinator Contact information: Sree Nampoothiri/ 703-762-6298

Project Scope
Only Complete if Different from the Approved NVTA Project Description Sheet

Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet



Northern Virginia Transportation Authority  
The Authority for Transportation in Northern Virginia

## FY 2015-16 PROJECT DESCRIPTION FORM (1P)

### Basic Project Information

**Submitting Agency:** Loudoun County/Town of Leesburg

**Project Title:** New Grade-Separated Interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass (1P)

**Project Type (check one):**

Roadway (X)    Transit ( )

**VA State Route Number (if applicable) and NVTa Corridor Number (1-8):** Dulles/VA7/Corridor 1

1. **Project Description:** The project consists of development 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. Route 15 services as a major commuter route, and there are numerous large retail developments in the area that generate significant traffic volumes. Also, currently there is a large volume of pedestrian traffic, which crosses the bypass between the residential areas inside the bypass and the commercial development outside the bypass.
2. **Requested NVTa Funds:** FY16 = \$1,000,000
3. **Phase(s) of Project Covered by Requested NVTa Funds:** Preliminary Design
4. **Total Cost to Complete Project:** \$50,000,000
5. **Project Milestone -Study Phase:** Start of Study July 2014
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE August 2016
7. **Project Milestones -Final Design:** Start of Final Design July 2018
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed January 2019
9. **Project Milestone – Construction:** Start of Construction July 2022
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction N/A
11. **Is Project in Transaction 2040:**  
Yes (X)                      No ( )





**12. Project in 2010 CLRP: N/A**

**13. Project Leverages other Funding: (please state amount)**

- Local (X)
- State (X)
- Federal (X)
- Other: Proffers



## Stated Benefits

- **What Regional benefit(s) does this project offer?** Route 15 Bypass is part of the National Highway System. Access to Route 15 Bypass is seen as critical for trucking-intensive industries located in this corridor and activity centers in Northern Virginia including pass-through interstate traffic from Maryland/West Virginia/Pennsylvania heading to the Metro Washington Area. This heavily travelled corridor serves as a major access to several large retail centers and to the Leesburg premium Outlet Shopping Mall which attracts traffic from adjoining states.
- **How does the project reduce congestion?** The existing Route 15 Bypass/Edwards Ferry Road intersection is inadequate for current demands and for planned growth in the Northeast area of Leesburg and frequently operates at Level of Service "F". This interchange will separate regional National Highway System Traffic from local traffic and reduce congestion and improve safety along Edwards Ferry Road for local traffic.
- **How does project increase capacity? (Mass Transit Projects only )**  
N/A
- **How does project improve auto and pedestrian safety?** Will include a pedestrian walkway over the Route 15 Bypass. Currently, the Town provides a free bus to carry the approximately 200 pedestrians a day that cross the Route 15 Bypass. This interchange will provide a better and safer route for pedestrian traffic in the Northeast area of Leesburg.
- **List internet links below to any additional information in support of this project:**

# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: New Grade Separated Interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass  
Recipient Entity: Town of Leesburg  
Project Contact Information: Tom Brandon

## PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	2,000,000	1,000,000	\$ -	NVTA (FY14)	\$ 1,000,000	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction	48,000,000			unidentified	\$ 48,000,000	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$50,000,000</b>	<b>\$1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,000,000</b>	<b>\$ -</b>

## FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 1,000,000									
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

## FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November										
December										
January	\$ 500,000									
February										
March										
April										
May										
June	\$ 500,000									
<b>Total per Fiscal Year</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

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

Recipient Entity Official

Signature  
Town Manager

Title 09-17-15

Date  
Kaj H. Dentler  
Print name of person signing

Northern Virginia Transportation Authority

Signature  
NVTA Executive Director  
Title

Date  
Print name of person signing

**APPENDIX E –Authorization of designee(s)**

***If applicable, replace this page with recipient governing body’s authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity’s clerk’s minutes.***

The Town of  
**Leesburg,  
Virginia**

PRESENTED: July 14, 2015

RESOLUTION NO. 2015-079

ADOPTED: July 14, 2015

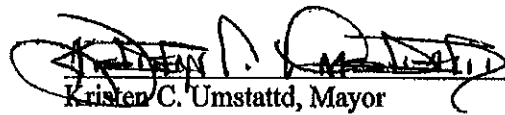
A RESOLUTION: APPROVING THE STANDARD AGREEMENT WITH THE  
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR  
FISCAL YEAR 2016 FUNDING OF THE ROUTE 15 BYPASS AT  
EDWARDS FERRY ROAD INTERCHANGE PROJECT

WHEREAS, the Town of Leesburg was awarded \$1,000,000 from the Northern Virginia  
Transportation Authority (NVTa) through 70 percent regional funds in Fiscal Year 2016 for the  
design of the Route 15 Bypass at Edwards Ferry Road Interchange; and

WHEREAS, an administrative agreement between NVTa and the Town is required to  
receive the \$1,000,000.

THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia that the  
Town Manager is authorized to execute the attached Standard Project Agreement for the Route 15  
Bypass/Edwards Ferry Road Interchange Project in a form acceptable to the Town Attorney.

PASSED this 14<sup>th</sup> day of July, 2015.

  
Kristen C. Umstadt, Mayor  
Town of Leesburg

ATTEST:

  
Clerk of Council

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**MEMORANDUM**

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

**FROM:** Scott York, Chairman – NVTAF Finance Committee

**SUBJECT:** Revenue Estimates FY2017 to FY2023

**DATE:** September 18, 2015

---

- 1. Recommendation:** Approval of revenue estimates for FY2017 to FY2023. Estimates will inform the PayGo capacity level for the FY2017 call for Regional Revenue Fund projects, and be utilized in the development of a future multi-year Capital Improvement Plan.
- 2. Suggested Motion:** *I move Authority approval of the FY2017 to FY2023 revenue estimates as outlined in the attached staff report.*
- 3. Background:**
  - a. The FY2017 call for Regional Revenue Fund projects is expected as early as September 2015. Revenue estimates are necessary to determine the level of available funding for projects.
  - b. The estimation period extends to FY2023 in order to start forming the baseline of a future multi-year Capital Improvement Plan (CIP) for the Authority.
  - c. The CIP will work in concert with the TransAction 2040 update currently in development and expected to be completed before the end of 2017.
  - d. For the estimation period (FY17 to FY23), Sales Tax represents approximately 78% of total revenue, Transient Occupancy Tax is approximately 9% of total revenue and Grantors Tax is approximately 13% of total revenue.
- 4. FY2017 to FY2023 Revenue Estimate Process:**
  - a. The Authority has two years of actual experience with the three tax types comprising the revenue stream. However, member jurisdictions have decades of experience with the same taxes, albeit with relatively minor differences in application.
  - b. In order to improve the accuracy for the FY2017 to FY2023 estimates, the estimation team developed a 'reset' to the FY2016 Adopted Revenue. The FY2016 Reset is used to set the estimate baseline for the next seven fiscal years, smoothing out startup year fluctuations.
  - c. No changes are recommended in the FY2016 Adopted Revenue as the project selection for FY2016 is complete and any revenue variance will be captured in the adoption of the FY2017 Regional Revenue Fund budget.
  - d. Member jurisdictions collaborated extensively with the estimates through sharing jurisdictional forecasts and reviewing the overall results.



- e. A conservative estimation approach was used, consistent with Finance Committee direction.
- f. The FY2014 to FY2015 actual revenues increased by 5.39% for Sales Tax, 14.57% for Transient Occupancy Tax and 15.62% for Grantors Tax.
- g. Based on individual jurisdiction information, the average projected rate of revenue growth during the estimation period is 2.40%. The growth rates for the three taxes are:
  - i. Sales Tax growth rate for FY2017 to FY2023 averages 2.69% from the FY2016 Reset.
  - ii. Transient Occupancy Tax (TOT) growth rate for FY2017 to FY2023 averages 2.28% from the FY2016 Reset. This rate is much lower than the actual for FY2014 to FY2015 due to correcting the estimation base and continued data fluctuations in receipt processing.
  - iii. Grantors Tax growth rate for FY2017 to FY2023 averages .81% from the FY2016 Reset. This rate is much lower than the actual for FY2014 to FY2015 due to correcting the estimation base and the expectation that the previous growth rates are based on short term market conditions and jurisdiction knowledge of non-repetitive large commercial sales in the FY2015 results. There was significant concern among the estimation team of the prior experience being repeated consistently. This concern is reflected in the lower long term growth rate.

**5. FY2017 to FY2023 Projections:** The revenue projections are presented below (in millions). Detailed information is provided in the attached NVTa FY2017 to FY2023 Revenue Estimate. The attachment shows the year to year changes and summarizes details which are tracked on a tax and jurisdiction basis. The complete spreadsheet analysis has been shared with all member jurisdictions.

	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>	<b>FY2023</b>
<b>Sales Tax</b>	\$247.1	\$253.7	\$260.3	\$267.2	\$274.3	\$281.6	\$289.1
<b>TOT</b>	\$28.8	\$29.5	\$30.2	\$30.9	\$31.6	\$32.4	\$33.2
<b>Grantors</b>	\$43.6	\$43.9	\$44.3	\$44.6	\$45.0	\$45.4	\$45.7
<b>Total</b>	<b>\$319.5</b>	<b>\$327.1</b>	<b>\$334.7</b>	<b>\$342.7</b>	<b>\$350.9</b>	<b>\$359.4</b>	<b>\$368.0</b>
<b>70%</b>	\$223.6	\$228.9	\$234.3	\$239.9	\$245.6	\$251.5	\$257.6
<b>30%</b>	\$95.8	\$98.1	\$100.4	\$102.8	\$105.2	\$107.8	\$110.4

**6. Next Steps.** With the approval of the revenue estimates the budget for the FY2017 Regional Revenue and 30% Funds can be developed. The longer term estimates will be used in the development of a multiyear CIP. Updates to the estimates will occur annually with interim updates recommended as events warrant.

**Coordination:** Revenue Estimation staff from:

City of Alexandria

Arlington County

City of Fairfax

Fairfax County

Loudoun County

City of Manassas

Prince William County

**Attachment:** NVTa FY2017 to FY2023 Revenue Estimate Summary

### Northern Virginia Transportation Authority FY2017 to FY2023 Revenue Estimates

NVTA Revenue	FY2014 Actual	FY2015 Actual	FY2016 Adopted	FY2016 Reset	FY2017 Projection	FY2018 Projection	FY2019 Projection	FY2020 Projection	FY2021 Projection	FY2022 Projection	FY2023 Projection
Sales	\$ 223,371,346	\$ 235,410,574	\$ 232,756,820	\$ 240,154,135	\$ 247,069,073	\$ 253,708,412	\$ 260,309,673	\$ 267,214,593	\$ 274,312,507	\$ 281,601,307	\$ 289,094,289
TOT	\$ 24,222,874	\$ 27,752,240	\$ 25,632,398	\$ 28,340,315	\$ 28,872,569	\$ 29,516,955	\$ 30,175,661	\$ 30,900,868	\$ 31,643,630	\$ 32,404,521	\$ 33,183,989
Grantors	\$ 38,008,945	\$ 43,944,426	\$ 37,202,478	\$ 43,260,571	\$ 43,570,902	\$ 43,899,859	\$ 44,265,266	\$ 44,633,540	\$ 45,005,177	\$ 45,382,984	\$ 45,767,085
<b>Total</b>	<b>\$ 285,603,165</b>	<b>\$ 307,107,240</b>	<b>\$ 295,591,696</b>	<b>\$ 311,755,020</b>	<b>\$ 319,512,544</b>	<b>\$ 327,125,226</b>	<b>\$ 334,750,600</b>	<b>\$ 342,749,000</b>	<b>\$ 350,961,313</b>	<b>\$ 359,388,812</b>	<b>\$ 368,045,363</b>
70%	\$ 199,922,216	\$ 214,975,068	\$ 206,914,187	\$ 218,228,514	\$ 223,658,781	\$ 228,987,658	\$ 234,325,420	\$ 239,924,300	\$ 245,672,919	\$ 251,572,168	\$ 257,631,754
30%	\$ 85,680,950	\$ 92,132,172	\$ 88,677,509	\$ 93,526,506	\$ 95,853,763	\$ 98,137,568	\$ 100,425,180	\$ 102,824,700	\$ 105,288,394	\$ 107,816,644	\$ 110,413,609

## Percent Change (Year to Year)

Sales	5.39%	-1.13%	3.18%	2.88%	2.69%	2.60%	2.65%	2.66%	2.66%	2.66%
TOT	14.57%	-7.64%	10.56%	1.88%	2.23%	2.23%	2.40%	2.40%	2.40%	2.41%
Grantors	15.62%	-15.34%	16.28%	0.72%	0.75%	0.83%	0.83%	0.83%	0.84%	0.85%
<b>Total</b>	<b>7.53%</b>	<b>-3.75%</b>	<b>5.47%</b>	<b>2.49%</b>	<b>2.38%</b>	<b>2.33%</b>	<b>2.39%</b>	<b>2.40%</b>	<b>2.40%</b>	<b>2.41%</b>

## FY16 Reset Compared To FY16 Adopted

Sales	2.02%
TOT	2.12%
Grantors	-1.56%
<b>Total</b>	<b>1.51%</b>

## FY16 Reset Compared to FY15 Actual

## Dollar Change (Year to Year)

Sales	\$ 12,039,228	\$ (2,653,754)	\$ 7,397,315	\$ 6,914,938	\$ 6,639,339	\$ 6,601,260	\$ 6,904,920	\$ 7,097,914	\$ 7,288,800	\$ 7,492,982
TOT	\$ 3,529,366	\$ (2,119,842)	\$ 2,707,917	\$ 532,254	\$ 644,386	\$ 658,706	\$ 725,207	\$ 742,762	\$ 760,891	\$ 779,468
Grantors	\$ 5,935,481	\$ (6,741,948)	\$ 6,058,093	\$ 310,331	\$ 328,957	\$ 365,408	\$ 368,274	\$ 371,637	\$ 377,807	\$ 384,101
<b>Total</b>	<b>\$ 21,504,075</b>	<b>\$ (11,515,544)</b>	<b>\$ 16,163,324</b>	<b>\$ 7,757,523</b>	<b>\$ 7,612,682</b>	<b>\$ 7,625,374</b>	<b>\$ 7,998,401</b>	<b>\$ 8,212,313</b>	<b>\$ 8,427,499</b>	<b>\$ 8,656,551</b>
70%	\$ 15,052,853	\$ (8,060,881)	\$ 11,314,327	\$ 5,430,266	\$ 5,328,877	\$ 5,337,762	\$ 5,598,880	\$ 5,748,619	\$ 5,899,249	\$ 6,059,586
30%	\$ 6,451,223	\$ (3,454,663)	\$ 4,848,997	\$ 2,327,257	\$ 2,283,805	\$ 2,287,612	\$ 2,399,520	\$ 2,463,694	\$ 2,528,250	\$ 2,596,965

## FY16 Reset Compared To FY16 Adopted

Sales	\$ 4,743,561
TOT	\$ 588,075
Grantors	\$ (683,855)
<b>Total</b>	<b>\$ 4,647,780</b>

## FY16 Reset Compared to FY15 Actual

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**MEMORANDUM**

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

**FROM:** Scott York, Chairman – NVTa Finance committee

**SUBJECT:** Regional Revenue Fund Budget Adjustments

**DATE:** September 18, 2015

---

1. **Recommendation:** Approval of adjustments to the FY2016 Regional Revenue Budget as outlined below.
2. **Suggested Motion:** *I move Authority approval of the adjustments to the FY2016 Regional Revenue Fund budget as outlined in the attached staff report.*
3. **Background:**
  - a. Revenue amounts for FY2015 have been finalized and have recorded a positive variance to budget of \$16.9 million. Of this variance, 30% has been disbursed to member jurisdictions in accord with HB2313. The balance, or 70% of the variance, is recognized within the Regional Revenue Fund. The 70% amount is \$11,872,135.80.
  - b. The variance amount triggers a change in the starting balance for the adopted FY2016 Regional Revenue Fund budget. The revised starting balance changes the policy required amounts of reserves and a budget correction is needed for a typographical error on the FY2016 debt principal payment.
4. **FY2016 Regional Revenue Fund Budget Adjustments:** The following adjustments are detailed on the attached Regional Revenue Budget Statement:
  - a. Recognize FY2015 Year End Performance. Increase carryover from FY2015 from \$0 to \$11,872,135.80
  - b. Debt Service - Principal. Increase debt service expenditure by \$805,260.86. The debt service amount in the adopted budget was understated due to a typographical error.
  - c. Working Capital Reserve (WCR) Required Incremental Adjustment. Increase the WCR contribution for FY2016 by \$5,615,416.60 to maintain compliance with the Authority's Debt Policy.
  - d. Contingency for Approved Projects (3.8%). Increase the Contingency Reserve amount by \$451,141.16 to reflect the additional revenues. This increase is consistent with prior budget guidance. The policy for the Contingency Reserve is still under development.
  - e. Recognize Projected FY2017 Carryforward. Regional Revenue PayGo funds remaining after the FY2015/2016 project assignments of \$25,143,604.72, combined with the net adjustments noted above of \$5,000,317.78 result in a total projected carryforward to the FY2017 budget of \$30,143,921.50

**Attachment:** Proposed FY2016 70% Regional Revenue Budget Adjustments

Northern Virginia Transportation Authority Proposed FY 2016 70% Regional Revenue Budget Adjustments						
	FY2016 Adopted	Notes	FY2016 Adjustment	Comments	FY2016 Adjusted Totals	
<b>Revenue 70% Regional Funds</b>						
Sales Tax	\$ 162,929,774.00					
TOT	\$ 17,942,679.00					
Grantor's Tax	\$ 26,041,735.00					
State/Federal Grants	\$ -					
Bond or LOC Proceeds	\$ -					
Reimbursable Expenditures	\$ -					
Interest Earned	\$ 70,000.00					
Revenue Variance (Regional Funds)	\$ -	a	\$ 11,872,135.80	Additional FY2015 revenue		
<b>Total Revenue with Debt Proceeds</b>	<b>\$ 206,984,188.00</b>		<b>\$ 11,872,135.80</b>		<b>New Total \$</b>	<b>218,856,323.80</b>
<b>Expenditures</b>						
Debt Service - Principal	\$ 1,504,739.14	b	\$ 805,260.86	Correction amount		
Debt Service - Interest	\$ 3,238,550.00					
Professional Services - Bond Issuance Costs	\$ 300,000.00					
Working Capital Reserve (WCR)	\$ 33,860,736.00					
WCR Required Incremental Adjustment	\$ 1,909,886.00	c	\$ 5,615,416.60	Adjustment amount for revenue increase		
TransAction Update	\$ 2,500,000.00					
NEW Contingency for Approved Projects (3.8%)	\$ 7,865,399.14	d	\$ 451,141.16	Adjustment amount for revenue increase		
NEW Transportation Projects Reserve	\$ -					
<b>Total Expenditures</b>	<b>\$ 51,179,310.28</b>		<b>\$ 6,871,818.62</b>		<b>New Total \$</b>	<b>58,051,128.90</b>
Funding Available for FY2015 and FY2016	\$ 371,082,604.72					
Project Commitments FY15/16	\$ 345,939,000.00					
<b>Projected FY2017 Carry Forward</b>	<b>\$ 25,143,604.72</b>	e	<b>\$ 5,000,317.18</b>		<b>New Total \$</b>	<b>30,143,921.90</b>
<b>Cumulative Regional Revenue Reserve Balances</b>						
Working Capital Reserve	\$ 103,492,094.00		\$ 5,615,416.60	Adjustment amount for revenue increase		
Debt Service Reserve (Held by Trustee)	\$ 5,551,150.00					
Contingency for Approved Projects	\$ 7,865,399.14		\$ 451,141.16	Adjustment amount for revenue increase		
Transportation Projects Reserve	\$ -					
<b>Cumulative Reserve Balances</b>	<b>\$ 116,908,643.14</b>		<b>\$ 6,066,557.76</b>		<b>New Total \$</b>	<b>122,975,200.90</b>
<b>Notes:</b>						
a	FY2015 Regional Revenue Received In Excess of Adopted Budget					
b	Correction of Principal Payment Typo					
c	Additional WCR Contribution Required by Additional FY2015 Revenue					
d	Additional Contingency Reserve Contribution Required by Additional FY2015 Revenue (Policy in Development)					
e	Additional Carryforward amount Based on FY2015 Revenue					

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Scott York, Chairman – NVTAF Finance Committee

**DATE:** September 18, 2015

**SUBJECT:** Participation in the VML/VACo Finance - Virginia Investment Pool

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- 1. Recommendation:** Approval of Authority participation in the Virginia Investment Pool (VIP) which is administered by the Virginia Municipal League (VML) / Virginia Association of Counties (VACo) Finance.
- 2. Suggested motion.** *I move approval of Authority participation in the Virginia Investment Pool administered by VML/VACo Finance through the adoption of resolution 16-01 in a form approved by legal counsel. (Attachment A) and authorize the Chief Financial Officer to sign the Trust Joinder Agreement (Attachment B).*
- 3. Background.**
  - a. The Authority has approved transportation projects in fiscal years 2014 through 2016.
  - b. Each project is required to submit a cash flow schedule showing the expected timing of project reimbursements.
  - c. Reimbursements are currently scheduled through FY2020. This schedule changes as additional Standard Projects Agreements are approved by the Authority and prior cash flow schedules are revised.
  - d. Bond proceeds for projects are held with the State Non-Arbitrage Program (SNAP). By the NVTAF investment policy bond proceeds must be invested in SNAP.
  - e. PayGo funds assigned to projects are currently held in the State Local Government Investment Pool (LGIP).
  - f. LGIP is a daily liquidity investment pool. Such pools earn a very low interest rate due to the investment structure, which allows for the daily liquidity.
- 4. Current Situation.**
  - a. The Authority adopted an Investment Policy on December 11, 2014. The Investment Policy permits the use of external portfolio managers.

- b. The Virginia Investment Pool (VIP) provides an option for longer term investment placement of PayGo funds which have been assigned to projects and where the scheduled cash flow is not anticipated for 12 months or greater.
- c. VIP was designed to provide Cities, Counties and Towns as well as Authorities a longer term investment pool option.
- d. VIP is specific to Virginia and complies with the Virginia Code and the NVTI Investment Policy.
- e. VIP activities are governed by the Virginia Investment Pool Trust Fund Agreement (Attachment C).
- f. VIP is administered by VML/VACO and overseen by a Board of Trustees.
- g. Currently staff members from the City of Alexandria, Arlington County and Fairfax County are members of the Board of Trustees.
- h. The following Northern Virginia jurisdictions participate in the Virginia Investment Pool:
  - i. Arlington County
  - ii. City of Alexandria
  - iii. City of Falls Church
  - iv. Fairfax County
  - v. Town of Leesburg

#### **5. Fiscal Impact.**

- a. The Authority had \$303.7 million on deposit with LGIP at the end of July.
- b. LGIP reported an earnings rate of .13% as of June 30, 2015.
- c. VIP recorded gross market yield of .92% as of June 30, 2015.
- d. If use of VIP is authorized, an initial deposit of \$75 million is anticipated by the Authority. Under the rates noted above, \$75 million would earn:
  - i. \$97,500 at LGIP over 12 months (without interest compounding)
  - ii. \$690,000 at VIP over 12 months (without interest compounding)
- e. All interest earnings on the Regional Revenue Fund (PayGo) are considered revenue within the fund and would be available for future projects.

#### **6. Attachments:**

- A. Resolution 16-01 Authorizing the participation in the VACO/VML Virginia Investment Pool
- B. Trust Joinder Agreement
- C. Virginia Investment Pool Trust Fund Agreement

#### **Coordination:**

Council of Counsels



# XII.A

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### RESOLUTION 16-01

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE VACO/VML VIRGINIA INVESTMENT POOL TRUST FUND FOR THE PURPOSE OF INVESTING FUNDS BELONGING TO THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY IN CERTAIN AUTHORIZED INVESTMENTS IN ACCORDANCE WITH SECTIONS 2.2-4501 AND 15.2-1300 OF THE VIRGINIA CODE.**

**WHEREAS**, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

**WHEREAS**, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

**WHEREAS**, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

**WHEREAS**, any two or more political subdivisions may enter into agreements with one another for joint action pursuant to the provisions of Section 15.2-1300 of the Virginia Code provided that the participating political subdivisions shall approve such agreement before the agreement may enter into force; and

**WHEREAS**, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have jointly established and are participating in the VACo/VML Virginia Investment Pool (the “Trust Fund”), and have provided in their trust agreement (attached as Exhibit A) for participation by other eligible governmental entities who execute a Trust Joinder Agreement (attached as Exhibit B); and

**WHEREAS**, it appearing to the governing body of Northern Virginia Transportation Authority (NVTa) that it is otherwise in the best interests of NVTa to become a participant in the Trust Fund; and

**WHEREAS**, Michael B. Longhi, as chief financial officer of the Northern Virginia Transportation Authority (NVTa), has the authority and responsibility under Virginia law to determine the manner in which funds under his (her) control will be invested;

**NOW, THEREFORE THE GOVERNING BODY OF THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY HEREBY RESOLVES:**

§ 1 That, pursuant to Sections 2.2-4501 and 15.2-1300 of the Virginia Code, the Northern Virginia Transportation Authority hereby authorize participation in a pooled trust, for the purpose of investing funds, other than sinking funds, that are determined to derive the most benefit from this investment strategy, belonging to the NVTa or within its control, in certain authorized investments, under the terms set forth in the VACo/VML Virginia Investment Pool Trust Fund Agreement a copy of which is attached hereto as Exhibit A.

§ 2 That the NVTa hereby agrees to become a “Participating Political Subdivision” in the “VACo/VML Virginia Investment Pool ” as further defined in Exhibits A and B.

§ 3 That the NVTa hereby designates Michael B. Longhi, Chief Financial Officer of the NVTa to serve as its trustee with respect to the Trust Fund and determine what funds shall be invested in the Trust Fund.

§ 4 That the NVTa hereby authorizes its above-designated trustee to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under VACo/VML Virginia Investment Pool, a copy of which is attached hereto as Exhibit B.

§ 5 This resolution shall be in force and effect upon its adoption.

Adopted \_\_\_\_\_, 20\_\_.

Attested:\_\_\_\_\_

Exhibits: VACo/VML Virginia Investment Pool Trust Fund Agreement ("Exhibit A")  
Trust Joinder Agreement ("Exhibit B")

# XII.B

## VIRGINIA INVESTMENT POOL TRUST FUND AGREEMENT

THIS AGREEMENT (the “Agreement”), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 106 hereof and their successors (the “Board of Trustees”). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

### WITNESSETH:

**WHEREAS**, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

**WHEREAS**, Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*) of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

**WHEREAS**, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

**WHEREAS**, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

**WHEREAS**, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the “Trust Fund”) hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et. seq.*); and

**WHEREAS**, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**PART 1- GENERAL PROVISIONS**

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

- A. Administrator. The term “Administrator” means the Virginia Local Government Finance Corporation (d/b/a “VML/VACo Finance”) or any successor designated by the Board of Trustees to administer the Trust Fund.
- B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund’s assets.
- C. Code. The term “Code” means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.
- D. Custodian. The term “Custodian” means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.
- E. Effective Date. The term “Effective Date” means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.
- F. Participating Political Subdivision. The term “Participating Political Subdivision” means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.
- G. Treasurer. The term “Treasurer” means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the

beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

H. Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

I. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

J. Investment Policy. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

K. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

L. State. The term "State" means the Commonwealth of Virginia.

M. Trust Fund. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

N. Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.



O. Trustees. The term “Trustees” means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 106 hereof and their successors.

P. Virginia Code. The term “Virginia Code” means the laws embraced in the titles, chapters, articles and sections designated and cited as the “Code of Virginia,” under the laws of the State.

Section 102. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person 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; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et. seq.)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees’ Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney’s fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees’ decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.

(c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

(e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present,

shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11<sup>th</sup> edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

### Section 103. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common

law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et seq.), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

4. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

5. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

6. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 103 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund;

provided, however, the Board of Trustees need not take action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

7. To adopt rules and regulations governing the Trustees' operations and procedures.

8. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

9. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

10. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

11. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

12. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

13. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

14. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

15. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

16. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement

and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 104. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 105. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 106. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of



VACo and VML serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the “Fiscal Year 2021 annual meeting”), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 106(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 106 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

**B. Resignation of a Trustee.**

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson

may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 107. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

**PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS**

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations. The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop a written Investment Policy establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policy, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policy shall serve as the description of the funding policy and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that

Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and

2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and each Custodian. It will maintain a record of the shares of beneficial interest owned by Participants and will provide fund accounting services for the Trust, to include calculation of the net asset value of the Portfolio on a semi-monthly basis. The Custodian shall provide monthly statements and performance reports to each participant and at the request of the Board of Trustees certify the value of any property of the Trust Fund managed by the Investment Manager(s). The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Fund.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 102 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.



H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund. In accordance with rules and regulations established by the Board of Trustees, the Administrator shall make payments from the Trust Fund as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Payments shall be made in such manner, in such amounts and for such purposes as may be directed by the respective Treasurer or Chief Investment Officer. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT OPTIONS.

The Trustees shall initially establish one (1) investment option within the Trust Fund pursuant to the Investment Policy, for communication to, and acceptance by, Treasurers and Chief Investment Officers. Following development of the initial "investment option" pursuant to the Investment Policy, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the initial investment option. The determination to add alternative investment options to the Investment Policy, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed

hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Notwithstanding anything in this agreement to the contrary, the Board of Trustees, in its sole discretion, may establish a separate, short-term investment option or fund, to facilitate contributions, disbursements or other short-term liquidity needs of the Trust or of particular Participating Political Subdivisions. Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

### **PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS**

#### **Section 300. APPLICATION.**

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

#### **Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.**

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political

Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

#### Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1<sup>st</sup> and October 31<sup>st</sup> as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10<sup>th</sup>)* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued under Section 106(A) (8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

## **PART 4 – PROVISIONS APPLICABLE TO OFFICERS**

### Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths (¾) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

### Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The

Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

## **PART 5 – MISCELLANEOUS PROVISIONS**

### **Section 501. TITLES.**

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

### **Section 502. SUCCESSORS.**

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

### **Section 503. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

### **Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.**

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief

Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination



have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013

Amended by Board of Trustees, January 24, 2014

**[SIGNATURE PAGE FOLLOWS]**

# XII.C

## **TRUST JOINDER AGREEMENT FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE VACo/VML VIRGINIA INVESTMENT POOL**

**THIS TRUST JOINDER AGREEMENT** is made by and between the Chief Financial Officer of the NVTa (herein referred to as the “Treasurer/Chief Investment Officer”), the Northern Virginia Transportation authority (NVTa), (herein referred to as the “Participating Political Subdivision”), and the Board of Trustees (herein collectively referred to as the “Trustees”) of the VACo/VML Virginia Investment Pool (herein referred to as the “Trust Fund”).

### **WITNESSETH:**

**WHEREAS**, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

**WHEREAS**, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer’s/Chief Investment Officer’s control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

**WHEREAS**, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the “Agreement”), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

**WHEREAS**, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of the NVTa desires to submit this Trust Joinder Agreement to the Trustees to enable the NVTa, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees’ acceptance of this Trust Joinder Agreement, the NVTa is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the NVTa, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Employer under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund provides administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

**IN WITNESS WHEREOF**, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TREASURER/CHIEF INVESTMENT  
OFFICER OF**

**Northern Virginia Transportation Authority**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\* \* \* \*

ACCEPTANCE:

**VACo/VML VIRGINIA INVESTMENT POOL**

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

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**SUBJECT:** House Bill 2 Submission of the I-66 Outside the Beltway Project

**DATE:** September 21, 2015

---

1. **Recommendation:** Approval for the Northern Virginia Transportation Authority to submit the I-66 Outside the Beltway project for the HB 2 process.
2. **Suggested Motion:** *I move Authority approval to submit the I-66 Outside the Beltway Phase 1 project application for inclusion in the Commonwealth's HB2 process.*
3. **Background:**
  - a. Per the HB 2 Implementation Policy Guide, the Authority, as a regional entity, can submit eligible projects for consideration for the HB 2 evaluation process.
  - b. The Authority is eligible to submit projects located in a Corridor of Statewide Significance (CoSS) or are a part of the Regional Network.
  - c. The I-66 Outside the Beltway Project is in the Northern Virginia Connector (I-66) CoSS.
  - d. At the June Commonwealth Transportation Board (CTB) meeting, Secretary of Transportation Aubrey Layne expressed a preference for the NVTa to submit the I-66 Outside the Beltway project for HB 2 evaluation.
  - e. Secretary Layne's request was discussed at the August 5, 2015, I-66 Outside the Beltway Committee meeting.
  - f. It was agreed that upon the approval of the Fairfax and Prince William Counties Board of County Supervisors, Fairfax County would submit the project.
  - g. There is a timing conflict with the HB 2 project submission deadline and the meeting schedules of both County Boards.
  - h. To avoid the schedule conflict, it was subsequently determined that NVTa, as a regional entity, is in the best position to submit the project.
  - i. The VDOT recommended preferred alternative (Phase 1) was presented to the CTB at their September 15, 2015, meeting.
  - j. Phase 1 as proposed, extends the express lanes for 22 of the original 25 miles, from 495 to Gainesville (University Boulevard), and then transitioning to a traditional HOV lane in each direction. An HOV lane from Gainesville to Route 15 in Haymarket is under construction as part of VDOT's I-66 Widening Project. Phase



1 also proposes retaining many of the existing ramps and bridges, converting them to express lane access points at Monument Drive and Stringfellow Road, rather than rebuilding these interchanges.

- k. The estimated cost of the Phase 1 improvements is \$2.1 billion.
- l. The application deadline for HB 2 project consideration is September 30, 2015.
- m. The CTB is scheduled to vote on whether to approve the recommended Phase 1 preferred alternative at the October 27-28, 2015 CTB meeting.
- n. Procurement methodology is scheduled to be finalized late 2015.
- o. Construction of the project is slated to begin in 2017, with the improvements open to traffic in 2021.
- p. TransAction 2040 recognizes that improvements are needed in the I-66 corridor to reduce congestion and improve travel times throughout the corridor. The I-66 Outside the Beltway project addresses these needs in a multimodal fashion. Although some elements of the proposed project are not specifically included in TransAction 2040, the TransAction Plan does include several of the interchange improvements that will be constructed with this project, and increased bus service in the corridor which also part of the project.

#### **4. Comments:**

- a. NVTA approval of the submission of the project requires a resolution of endorsement by the Authority.
- b. The deadline for the resolution is December 1, 2015.
- c. NVTA staff will have a resolutions of support for projects eligible for the HB 2 process at the November 12, 2015 meeting.
- d. NVTA submission of the I-66 Outside the Beltway project does not infer nor commit NVTA Regional Revenues to the project.
- e. VDOT, DRPT, Fairfax County and Prince William County staffers and VDOT consultants are currently gathering the necessary data in support of project submission and preparing the application form.
- f. Project must be in the Six Year Program to receive state funding.

#### **5. Next Steps:**

- a. The HB 2 evaluation results are expected to be released on January 15, 2016.
- b. The draft Six Year Program is expected to be released for public comment in March 2016.
- c. The CTB is scheduled to adopt the Six Year Program in June 2016.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**MEMORANDUM**

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

**FROM:** Noelle Dominguez, Chairman, Jurisdiction and Agency Coordination Committee

**SUBJECT:** Approval of Reallocation of Regional Surface Transportation Program (RSTP) funds for the City of Alexandria and Prince William County

**DATE:** September 21, 2015

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1. **Purpose.** To seek Authority approval for the RSTP Reallocation Request for the City of Alexandria and Prince William County.
2. **Suggested Motion:** *I move approval of the reallocation of Regional Surface Transportation Program funds for the City of Alexandria and Prince William County.*
3. **Background:** On September 11, 2008, the Authority delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTa to the Jurisdiction and Agency Coordinating Committee (JACC). However, the Authority will need to approve the transfer requests for new projects before any funds can be reallocated.

On August 3, 2015, Prince William County requested the following RSTP reallocations:

- Transfer \$1,700,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC TBD (the Neabsco Mills Project). Since the Route 28 Widening Project Phase I is fully funded, the transfer would allow the County to widen Neabsco Mills Road to four lanes from Smoke Court to Route 1. This funding is to support initiation of the project design.
- Transfer \$300,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 103465 (Route 29 and Buckland Area Transportation Improvement Study). \$500,000 in funding originally allocated for the study in the VDOT FY 2015 Six Year Plan was removed due to HB 2 adjustments.

At its meeting on August 13, 2015, the JACC recommended the Prince William County requests for approval.

On September 1, 2015, the City of Alexandria requested the following RSTP reallocation:

- Transfer \$236,969 from UPC 96725 (Bike Racks on Buses) to UPC 85380 (Pedestrian Improvements to Edsall Road and South Pickett Street). This reallocation will allow the City of Alexandria to construct pedestrian improvements at this intersection.

At its meeting on September 10, 2015, the JACC recommended that the City of Alexandria request for approval.

**Attachment(s):** Letter to VDOT NOVA District Administrator Cuervo  
Request Letters from the City of Alexandria and Prince William Counties

**Coordination:** Jurisdiction and Agency Coordinating Committee



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

September 21, 2015

Ms. Helen Cuervo  
District Administrator  
Virginia Department of Transportation  
4975 Alliance Dr. Suite 4E-342  
Fairfax, Virginia 22030

Reference: Request to Reallocate RSTP funds for the City of Alexandria and Prince William County projects

Dear Ms. Cuervo:

On September 11, 2008, the Northern Virginia Transportation Authority (NVTA) delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTA to the Jurisdiction and Agency Coordinating Committee (JACC). However, since the receiving projects are new, the Authority needs to approve the transfer requests before any funds can be reallocated.

On August 3, 2015, Prince William County requested the following RSTP reallocations:

- Transfer \$1,700,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC TBD (the Neabsco Mills Project). Since the Route 28 Widening Project Phase I is fully funded, the transfer would allow the County to widen Neabsco Mills Road to four lanes from Smoke Court to Route 1. This funding is to support initiation of the project design.
- Transfer \$300,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 103465 (Route 29 and Buckland Area Transportation Improvement Study). \$500,000 in funding originally allocated for the study in the VDOT FY 2015 Six Year Plan was removed due to HB 2 adjustments.

On September 1, 2015, the City of Alexandria requested the following RSTP reallocation:

- Transfer \$236,969 from UPC 96725 (Bike Racks on Buses) to UPC 85380 (Pedestrian Improvements to Edsall Road and South Pickett Street). This reallocation will allow the City of Alexandria to construct pedestrian improvements at this intersection.

On September 24, 2015, the Authority approved the request noted above. Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Martin E. Nohe  
Chairman

cc: Monica Backmon, Executive Director, NVT  
Jan Vaughn, Transportation Planning Section, VDOT  
Yon Lambert, AICP, Director, City of Alexandria Department of Transportation and  
Environmental Services  
Tom Blaser, Director, Prince William County Department of Transportation



**DEPARTMENT OF TRANSPORTATION  
AND ENVIRONMENTAL SERVICES**

P.O. Box 178 - City Hall  
Alexandria, Virginia 22313  
703.746.4025

**alexandriava.gov**

September 1, 2015

Noelle Dominguez, Chairperson  
Jurisdiction and Agency Coordinating Committee (JACC)  
Northern Virginia Transportation Authority (NVTA)  
3040 Williams Drive, Suite 200  
Fairfax, Virginia 22031

Dear Ms. Dominguez,

The City of Alexandria requests the NVTA JACC concurrence to reallocate \$236,969 from UPC #96725 (Bike Racks on Buses) to UPC #85380 (Pedestrian Improvements to Edsall Road and South Pickett Street). This reallocation will allow the City of Alexandria to construct pedestrian improvements at this intersection. Enhancements to the intersection, which is in close proximity of a school and a park, will include new pedestrian signals, upgraded crosswalks and reconfigured slip lanes to provide safer crossings for pedestrians.

Thank you for assistance in this matter, and please feel free to contact Carrie Sanders at 703.746.4088 or Hillary Poole at 703.746.4017 should you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Yon Lambert", is written over a horizontal line.

Yon Lambert, AICP  
Director

cc: Jan Vaughn, Manager, NOVA Program Management, VDOT  
Emily A. Baker, Acting Deputy Director  
Christopher Bever, Assistant Director, OMB  
Megan Cummings, Acting Division Chief, Strategic Management Services, T&ES  
Carrie Sanders, Division Chief, Transportation Planning, T&ES

## CMAQ/RSTP Transfer Request Form

(One Sheet Needed Per Donor Project)

Date: 8/27/2015

Name of Jurisdiction/Agency Requesting: City of Alexandria

Current Balance of CMAQ/RSTP Funds Currently Allocated to Donor Project (Prior to this Transfer): \$120,000

From (Donor):

To (Recipient):

[illegible]

TOTAL OF TRANSFER

\$236,969.00

Attach Signed Request of Transfer Letter





## COUNTY OF PRINCE WILLIAM

5 County Complex Court, Suite 290, Prince William, Virginia 22192-9201  
(703) 792-6825 Metro (703) 631-1703 Fax (703) 792-7159

DEPARTMENT OF  
TRANSPORTATION

Thomas Blaser  
Director

August 3, 2015

Noelle Dominguez, Chairman  
Jurisdiction and Agency Coordinating Committee  
3040 Williams Drive  
Fairfax, VA 22031

RE: Transfer of Residual RSTP Funds

Dear Chairman Dominguez:

Prince William County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) to the following transfer of residual Regional Surface Transportation Program (RSTP) funds.

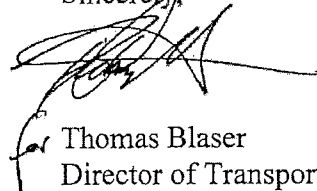
The first request is to transfer \$1,700,000 in residual (RSTP) FY 2016 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Neabsco Mills Project (UPC TBD). Since the Route 28 Widening Project Phase I is fully funded, the transfer of these residual funds would allow the County to widen Neabsco Mills Road to four lanes from Smoke Court to Route 1. The funding is to support initiation of the project design.

The second request is to transfer three hundred thousand dollars (\$300,000) in residual (RSTP) FY 2016 funds from Route 28 Widening Project Phase I (UPC 92080) to the Route 29 and Buckland Area Transportation Improvement Study (UPC 103465). The previous \$500,000 funding originally allocated in the Virginia Department of Transportation FY 2015 Six Year Plan (SYP) for the study was removed due to the HB2 adjustment.

Noelle Dominguez  
August 3, 2015  
Page 2

While neither project is funded through RSTP funds currently, JACC approval is to be followed for consideration of the full NVTB Board. If you have any questions or comments on this request, please contact me at (703) 792-6825.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Blaser', with a long horizontal stroke extending to the right.

Thomas Blaser  
Director of Transportation

cc: Brentsville District Supervisor  
Gainesville District Supervisor  
Woodbridge District Supervisor  
County Executive  
Rick Canizales, Division Chief - Transportation Planning & Programming  
Claudia Llana, Prince William Preliminary Engineering Manager, VDOT  
Jan Vaughn, Programming Manager, VDOT

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**PROJECT IMPLEMENTATION WORKING GROUP**

**MEMORANDUM**

**FOR:** Members, Northern Virginia Transportation Authority  
**FROM:** Chairman Martin E. Nohe, NVTA  
**DATE:** September 21, 2015  
**SUBJECT:** NVTA FY2017 Program Call for Projects

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1. **Purpose.** To seek Authority approval to issue the Call for Projects for the FY2017 Program. To update Authority members on the status of the development of the FY2017 Program.
2. **Suggested Motion:** *I move approval to issue the Call for Projects for the FY2017 Program.*
3. **Background.** The preliminary estimate for available revenues for the FY2017 Program is \$220 million in PayGo funds, with the option for additional finance. Informal indications from jurisdictions and agencies suggest that approximately 25 candidate projects may be submitted for consideration, with an associated funding request of \$750 million.
4. **Status.** The Project Implementation Working Group (PIWG) met on July 13, 2015 and September 16, 2015 to commence preparations for the FY2017 Program. Specifically, the PIWG received a presentation on the results of the HB 599 evaluation of three test transit projects. The FY2017 Program is the first in which all candidate projects will be evaluated under the HB 599 process. Consequently, the evaluation of the test transit projects was essential to determine whether the TRANSIMS model (utilized by VDOT for the HB 599 process) would perform in a reasonable manner that will enable fair and consistent comparisons between highway and transit projects.

The PIWG has initiated a review of NVTA's project selection process for the FY2017 Program. It is envisioned that the process will be broadly consistent with that used for the FY2015-2016 Two Year Program, with possible enhancements to strengthen decision-making. One such enhancement is a proposed methodology developed by NVTA staff to calculate ratios showing congestion relief relative to cost for each project, using outputs from the TRANSIMS model. This will be complementary to the quantitative score calculated for each project. NVTA staff also presented this proposed methodology to NVTA's Technical Advisory Committee on September 16, 2015. In addition, the PIWG is considering possible changes to the relative weighting assigned to each selection criteria.

5. **Project Application Form.** A copy of the Project Application Form that will be utilized for the FY2017 Program is attached. This form is consistent with that used for previous Calls for Projects, but modified to better reflect the project selection process. This will enable jurisdictions and agencies to submit their candidate projects in a manner that more closely aligns with the project selection process. This in turn facilitates a more streamlined approach to the evaluation of projects by NVTA staff. Most importantly, it enables jurisdictions and agencies to begin assembling the information required for submittal to NVTA while the PIWG finalizes its recommendation for the project selection process.
6. **Schedule.** Subject to approval of the Authority, NVTA staff will issue the FY2017 Program Call for Projects as quickly as possible, with a deadline of November 30, 2015. The PIWG will continue to finalize the FY2017 Program project selection process at its next meeting on October 7, 2015, and will present its recommendations for project selection criteria to the Authority at its meeting on November 12, 2015.

Subsequent milestones include:

- a. December 10: Authority approval to formally submit project list to VDOT for HB 599 evaluations to commence. NVTA evaluations will commence in parallel;
  - b. April 2016: HB 599 and NVTA evaluations completed;
  - c. May 2016: Authority approval to post candidate project list for public comment;
  - d. June 2016: Public Hearing and associated Town Hall meetings;
  - e. July 2016: Authority adopts FY2017 Program.
7. **Next Steps.** NVTA staff will develop additional analyses in response to requests from PIWG members for the next meeting on October 7, 2015. On behalf of the PIWG, NVTA staff will continue to coordinate with the Technical Advisory Committee and the Jurisdiction and Agency Coordination Committee regarding the proposed methodology to calculate ratios showing congestion relief relative to cost for each project.

PIWG members and NVTA staff will be available at the September 24, 2015, NVTA meeting to answer questions.

**Coordination:** Members, NVTA Project Implementation Working Group



## **FY 2017 PROGRAM Project Application Form**

Submitting Jurisdiction/Agency:

### General Project Information

1. Project Title:
2. Project Location, including terminal points (if applicable):
3. Project Description (maximum 2 paragraphs):

### Project Cost

4. **Total Cost to Complete Project** (cost required to achieve the intended transportation functionality of the project, e.g. completion of construction, operation of an expanded transit service):
5. **Total Cost by Project Phase and Fiscal Year when expenditure is expected to occur** (complete for all applicable phases and Fiscal Years – must total to the amount shown in item #4):
  - Engineering
  - Environmental Work
  - Design
  - Right of Way Acquisition
  - Construction
  - Capital Asset Acquisitions
  - Other (please explain clearly what this includes)

### Funding Request

6. **Requested NVTa FY2017 Funds** (excludes any previous approvals for 70% Regional Revenues):
7. **Requested NVTa FY2017 Funds by Project Phase and Fiscal Year** (complete for all applicable phases and Fiscal Years – must total to the amount shown in item #6):
  - Engineering
  - Environmental Work
  - Design
  - Right of Way Acquisition
  - Construction
  - Capital Asset Acquisitions
  - Other (please explain clearly what this includes)



### Other Funding Sources

8. **Other Sources of Funding by Project Phase** (complete for all applicable phases – must total to the difference between item #4 and item #6):

- Engineering
- Environmental Work
- Design
- Right of Way Acquisition
- Construction
- Capital Asset Acquisitions
- Other (please explain clearly what this includes)

Note: 'Other Funding Sources' may include previously approved NVTA 70% Regional Revenues, future NVTA 70% Regional Revenues, NVTA 30% Local Distribution Revenues, CMAQ, RSTP, State, Proffers (or local equivalent), private, and recipient entity funds. Clearly identify any 'Other Funding Sources' that are i) not yet determined; ii) subject to future funding requests including future requests to NVTA; or iii) subject to future funding approvals such as HB 2.

### Project Milestones

9. **Project Milestones by Project Phase** (provide actual or expected start and end dates – month/year – for all applicable phases, including phases that have already occurred):

- Engineering
- Environmental Work
- Design
- Right of Way Acquisition
- Construction
- Capital Asset Acquisitions
- Other (please explain clearly what this includes)

### Eligibility

10. Title and page number of Project in Transaction 2040<sup>1</sup>:
11. Project Title and ID in 2010 CLRP (only required if project is not listed in TransAction 2040):
12. Is this project a study? (Defined as a feasibility study or other conceptual evaluation prior to commencing the preliminary engineering project phase.)
13. If selected for the NVTa FY2017 Program, what is the approximate date – month/year – when the first reimbursement request will be submitted? (Must be consistent with items #7 and #9.)

### Project Impacts

14. What regional benefit(s) does this project offer?
15. How will the project reduce congestion? (As specifically as possibly, describe what problem the project addresses, e.g. improves level of service on the facility, reduces auto vehicle miles travelled.)
16. How will the project increase capacity? (For Mass Transit projects, define which facilities will experience capacity increases and indicate how this will result in improved services.)
17. How will the project improve auto and pedestrian safety? (Identify safety deficiencies that will be addressed.)
18. How will the project improve regional connectivity? (Specifically list which activity centers will experience improved connectivity. Also list which modes and jurisdictions will experience improved connectivity.)
19. How will the project improve bicycle and pedestrian travel options?
20. How will the project improve the management and operation of existing facilities through technology applications?

Note: For items #14 thru #20, please provide reports, data, and other supporting information.

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<sup>1</sup> See TransAction 2040 Technical Report, tables 4.4 thru 4.12:  
[http://www.thenovaauthority.org/transaction2040/2040PDFs/Final/NVTA\\_TA2040\\_TechReport\\_20121121\\_LoRes.pdf](http://www.thenovaauthority.org/transaction2040/2040PDFs/Final/NVTA_TA2040_TechReport_20121121_LoRes.pdf)





## **Northern Virginia Transportation Authority**

*The Authority for Transportation in Northern Virginia*

### Other Information

21. Please include a signed copy of Board/Council resolutions in support of this application.
22. Please confirm that all the ongoing operations costs associated with the project have been secured, and by whom? (If an entity other than the applicant is responsible for operations please describe.)
23. Project Title and ID in the current TIP (or indicate if not included):
24. List internet links to any additional information in support of this project:
25. Do you intend to provide photos or other graphics to support your application? (Please submit this information, with the project title in the subject line, to [Camela.Speer@TheNoVaAuthority.org](mailto:Camela.Speer@TheNoVaAuthority.org))
26. Point of Contact (name, email, phone)
27. Signature (name, title, email, phone)

### **General Instructions:**

- The FY2017 Program is a competitive program for NVTA Regional Revenues. The Authority's project selection process comprises four complementary components: preliminary screening, quantitative score, congestion relief relative to cost, and qualitative considerations.
- Studies are ineligible for the FY2017 Program. (A study is defined as a feasibility study or other conceptual evaluation prior to commencing the preliminary engineering project phase.)
- Deadline for responses is November 30, 2015.
- Applications may be submitted electronically to Keith Jasper at [Keith.Jasper@TheNoVaAuthority.org](mailto:Keith.Jasper@TheNoVaAuthority.org)
- Incomplete applications, and applications received after the deadline, will be rejected; however draft applications may be submitted for review by NVTA staff prior to November 30, 2015.
- Projects included in the adopted FY2017 Program are required to submit a SPA packet to the Authority by no later than six months after adoption of the FY2017 Program, currently scheduled for July 2016. Based on this schedule, the latest Authority meeting to submit SPA packets will be January 2017.
- FY2017 Regional Revenues will be programmed for cash flow purposes based on the order in which SPA packets are executed.
- Projects included in the adopted FY2017 Program are required to submit their first reimbursement request by no later than June 30, 2019.

For assistance please contact Keith Jasper at [Keith.Jasper@TheNoVaAuthority.org](mailto:Keith.Jasper@TheNoVaAuthority.org)

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY M E M O R A N D U M

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

**FROM:** Noelle Dominguez, Chairman, Jurisdiction and Agency Coordination Committee

**SUBJECT:** Approval of the Reallocation of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds for the Arlington County, the City of Manassas, Prince William County, and the Town of Vienna

**DATE:** September 21, 2015

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- 1. Purpose.** To inform the Authority of Jurisdiction and Agency Coordinating Committee (JACC) approval of CMAQ and RSTP Reallocation Requests for the Arlington County, the City of Manassas, Prince William County, and the Town of Vienna.
- 2. Background:** On September 11, 2008, the Authority delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTa to the Jurisdiction and Agency Coordinating Committee (JACC).

On August 5, 2015, Arlington County requested the following reallocations:

- Transfer \$1,477 in residual RSTP funds from UPC 70506 (Arlington Bus Shelter Contract, Various Sites, Phase I) and \$151,448 in residual RSTP funds from UPC 97613 (Arlington Bus Shelter Contract, Various Sites, Phase II) to UPC 70762 (Rosslyn Circle Improvements). This represents a transfer of funds from two complete projects with residual RSTP funds to one project that has previously been approved for and received RSTP funding.

On August 10, 2015, the City of Manassas requested the following reallocation:

- Transfer \$211,294 from UPC 53037 (Wellington Road Widening) to UPC 96721 (Route 28 Widening South to City Limits). UPC 53037 is complete and has residual funding and UPC 96721 requires additional funding to meet the current project estimate.

On August 3, 2015, Prince William County requested the following reallocations:

- Transfer \$1,850,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 90519 (Aden Road Bridge Project – new and rehab). The funding is needed to award the Aden Road Bridge project where bids

came in higher than expected. The Route 28 Widening Project Phase I has surplus funds.

- Transfer \$691,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 90499 (Purcell Road Project). The transfer of these funds would allow the County to advertise Purcell Road project, and the estimate has increased due to higher construction unit costs and other expenses. The funds will support realignment and safety & operations improvement on Purcell Road.
- Transfer \$626,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 14693 (Route 1/Route 123). The transfer would allow VDOT to free up state funds needed for the County to award UPC 104102 intersection improvements project at Route 1 and Dumfries Road (Route 234). The state funding is needed to support all phases of the County-administered intersection improvement project.

The JACC approved these requests on August 13, 2015.

On August 14, 2015, the Town of Vienna requested the following reallocation:

- Transfer the remaining \$5,863 CMAQ funds from UPC 100428 (Sidewalks to Metrorail) to UPC 105520 (Walk to Downtown Beulah Road Phase II).

The JACC approved this request on September 10, 2015.

**Attachment(s):** DRAFT Letter to VDOT NOVA District Administrator Cuervo  
Requests from the Arlington County, the City of Manassas, Prince William County, and the Town of Vienna

**Coordination:** Jurisdiction and Agency Coordinating Committee



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

September 24, 2015

Ms. Helen Cuervo  
 District Administrator  
 Virginia Department of Transportation  
 4975 Alliance Dr. Suite 4E-342  
 Fairfax, Virginia 22030

Reference: Request to Reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds for the Arlington County, the City of Manassas, Prince William County, and the Town of Vienna

Dear Ms. Cuervo:

On September 11, 2008, the Northern Virginia Transportation Authority (NVTA) delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTA to the Jurisdiction and Agency Coordinating Committee (JACC).

On August 5, 2015, Arlington County requested the following reallocations:

- Transfer \$1,477 in residual RSTP funds from UPC 70506 (Arlington Bus Shelter Contract, Various Sites, Phase I) and \$151,448 in residual RSTP funds from UPC 97613 (Arlington Bus Shelter Contract, Various Sites, Phase II) to UPC 70762 (Rosslyn Circle Improvements). This represents a transfer of funds from two complete projects with residual RSTP funds to one project that has previously been approved for and received RSTP funding.

On August 10, 2015, the City of Manassas requested the following reallocation:

- Transfer \$211,294 from UPC 53037 (Wellington Road Widening) to UPC 96721 (Route 28 Widening South to City Limits). UPC 53037 is complete and has residual funding and UPC 96721 requires additional funding to meet the current project estimate.

On August 3, 2015, Prince William County requested the following reallocations:

- Transfer \$1,850,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 90519 (Aden Road Bridge Project – new and rehab). The funding is needed to award the Aden Road Bridge project where bids came in higher than expected. The Route 28 Widening Project Phase I has surplus funds.
- Transfer \$691,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 90499 (Purcell Road Project). The transfer of these funds would allow the County to advertise Purcell Road project, and the estimate has increased due to higher construction unit costs and other expenses. The funds will support realignment and safety & operations improvement on Purcell Road.

- Transfer \$626,000 in residual FY 2016 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 14693 (Route 1/Route 123). The transfer would allow VDOT to free up state funds needed for the County to award UPC 104102 intersection improvements project at Route 1 and Dumfries Road (Route 234). The state funding is needed to support all phases of the County-administered intersection improvement project.

On August 14, 2015, the Town of Vienna requested the following reallocation:

- Transfer the remaining \$5,863 CMAQ funds from UPC 100428 (Sidewalks to Metrorail) to UPC 105520 (Walk to Downtown Beulah Road Phase II).

NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved these requests on August 13, 2015, and September 10, 2015, and the NVTA was informed on September 24, 2015. The NVTA has not objected to this reallocation.

Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Noelle Dominguez  
NVTA JACC Chairman

Cc: Martin E. Nohe, Chairman, NVTA  
Monica Backmon, Executive Director, NVTA  
Jan Vaughn, Transportation Planning Section, VDOT  
Dennis Leach, Transportation Division Chief, Arlington County  
Patrick Moore, Assistant Direct of Public Works, City of Manassas  
Tom Blaser, Director of Transportation, Prince William County  
Dennis Johnson, PE, Public Works Director, Town of Vienna



DEPARTMENT OF ENVIRONMENTAL SERVICES  
Division of Transportation

2100 Clarendon Boulevard, Suite 900, Arlington, VA 22201  
TEL 703-228-3681 FAX 703-228-7548 [www.arlingtonva.us](http://www.arlingtonva.us)

August 5, 2015

Ms. Noelle Dominguez, Chair  
Northern Virginia Transportation Authority  
Jurisdiction and Agency Coordinating Committee  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

Dear Ms. Dominguez:

Arlington County seeks approval from the Northern Virginia Transportation Authority's Jurisdiction and Agency Coordinating Committee to reallocate \$1,477 in residual Regional Surface Transportation Program (RSTP) funds from UPC 70506 (Arlington Bus Shelter Contract, Various Sites, Phase I) and \$151,448 in residual FY funds from UPC 97613 (Arlington Bus Shelter Contract, Various Sites, Phase II) to UPC 70762 (Rosslyn Circle Improvements), for a total of \$152,925 RSTP to the Rosslyn Circle project. This represents a transfer of RSTP funds from two completed projects with residual RSTP funds to one project that has previously been approved for and received RSTP funding.

If you have any questions or comments on this request, please contact Arlington Regional Transportation Planning Program Coordinator Sarah Crawford at (703) 228-3397 or [scrawford@arlingtonva.us](mailto:scrawford@arlingtonva.us).

Sincerely,

A handwritten signature in black ink, appearing to read "D. M. Leach".

Dennis Leach  
Transportation Division Chief

Cc: Jan Vaughan, VDOT NoVa District

**CMAQ/RSTP Transfer Request Form**  
(One Sheet Needed Per Donor Project)

Date: 8/5/2015

Name of Jurisdiction/Agency Requesting: Arlington County

Current Balance of CMAQ/RSTP Funds Currently Allocated to Donor Project (Pric \$152,925)

From (Donor):

To (Recipient):

UPC	Project Description	Type of Funds	Transfer from Previous Fiscal Years	If No, Year Requested	Transfer Amount	UPC	Project Description	Previously Approved by NVTA	If Yes, Year Approved	JACC Approval (NVTA)	Authority Approval (NVTA)	Funds Verified (VDOT)	Completed (VDOT)
70506	Arlington Bus Shelter Contract, Various Sites, Phase I	RSTP	Y		All remaining RSTP Funds (\$1,477)	70762	Rosslyn Circle Improvements	Y	previous			8/7/15 JSV	
97613	Arlington Bus Shelter Contract, Various Sites, Phase II	RSTP	Y		All remaining RSTP Funds (\$151,448)	70762	Rosslyn Circle Improvements	Y	previous			8/7/15 JSV	

TOTAL OF TRANSFER \$152,925.00

Attach Signed Request of Transfer Letter





CITY OF MANASSAS  
MANASSAS, VA 20110  
PUBLIC WORKS DEPARTMENT

8500 Public Works Drive  
Manassas, VA 20110

Facsimile: 703/330-4429  
Telephone: 703/257-8378

ACTING DIRECTOR OF  
PUBLIC WORKS  
Bruce Goudarzi

MAYOR  
Harry J. Parrish II

CITY COUNCIL  
Marc T. Aveni  
Sheryl L. Bass  
Ken D. Elston  
Ian T. Lovejoy  
Jonathan L. Way  
Mark D. Wolfe

CITY MANAGER  
W. Patrick Pate

August 10, 2015

Ms. Noelle Dominguez, Chairman  
Jurisdiction and Agency Coordinating Committee  
Northern Virginia Transportation Authority  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

Dear Ms. Dominguez:

The City of Manassas would like to request the following RSTP Transfers to UPC 96721, Route 28 Widening South to City Limits. This project is in PE phase and requires additional funding to meet the current project estimate.

- Transfer \$211,294 from UPC 53037 Wellington Road Widening. UPC 53037 is complete and has residual funding.

If you have any questions, please contact me at 703-257-8266 or [pmoore@ci.manassas.va.us](mailto:pmoore@ci.manassas.va.us).

Sincerely,

Patrick Moore  
Assistant Director, Public Works

Cc: Nassre Obeed, Urban Program Manager, VDOT  
Bruce Goudarzi, Acting Director Public Works



## COUNTY OF PRINCE WILLIAM

5 County Complex Court, Suite 290, Prince William, Virginia 22192-9201  
(703) 792-6825 Metro (703) 631-1703 Fax (703) 792-7159

DEPARTMENT OF  
TRANSPORTATION

Thomas Blaser  
Director

August 3, 2015

Noelle Dominguez, Chairman  
Jurisdiction and Agency Coordinating Committee  
3040 Williams Drive  
Fairfax, VA 22031

RE: Transfer of Residual RSTP Funds

Dear Chairman Dominguez:

Prince William County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) for the following transfers of residual Regional Surface Transportation Program (RSTP) funds.

The first request is to transfer \$1,850,000 in residual RSTP FY2016 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Aden Road Bridge Project (new and rehab) (UPC 90519). The funding is needed to award the Aden Road Bridge project where the bids came in higher than expected. The Route 28 Widening Project Phase I has surplus funds.

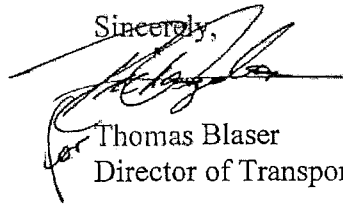
The second request is to transfer \$691,000 in residual (RSTP) FY2016 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Purcell Road Project (UPC 90499). Again, the Route 28 Widening Project Phase I has surplus funds and the transfer of these funds would allow the County to advertise Purcell Road project, the estimate has increased due to higher construction unit costs and other expenses. The funds will support realignment and safety & operations improvements on Purcell Road.

Chairman Dominguez  
August 3, 2015  
Page 2

The third request is to transfer \$626,000 in residual (RSTP) FY2016 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Route 1/Route 123 (UPC 14693). The transfer of these funds would allow VDOT to free up state funds needed for the County to award UPC 104102 intersection improvements project at Route 1 and Dumfries Road (Route 234). VDOT has confirmed that the state fund transfer is feasible. The state funding is needed to support all phases of the County-administered intersection improvements project.

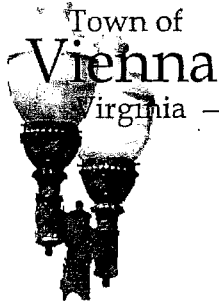
The three "receiving" projects have RSTP funds; therefore only NVTJ JACC approval is needed. If you have any questions or comments on this request please contact me at (703) 792-6825.

Sincerely,



Thomas Blaser  
Director of Transportation

cc: Brentsville District Supervisor  
Coles District Supervisor  
Woodbridge District Supervisor  
County Executive  
Rick Canizales, Division Chief - Transportation Planning & Programming  
Claudia Llana, Prince William Preliminary Engineering Manager, VDOT  
Jan Vaughn, Programming Manager, VDOT



Department of Public Works

Dennis Johnson, P.E.  
*Director*

August 14, 2015

Noelle Dominguez, Legislative Liaison  
Coordination and Funding Division  
Fairfax County Department of Transportation  
Northern Virginia Transportation Authority, JACC  
4050 Legato Road, 4<sup>th</sup> Floor  
Fairfax, VA 22030

RE: Reallocation of CMAQ funds, UPC 100428 to UPC 105520

Dear Ms. Dominguez,

The Town of Vienna requests NVT A JACC concurrence to move the remaining approximately \$6,000 from UPC 100428 Sidewalks to Metrorail to UPC 105520 Walk to Downtown Beulah Road Phase II. Future Sidewalks to Metrorail will have their own individual UPC assigned.

My contact information is 703-255-6386 or email at [djohnson@viennava.gov](mailto:djohnson@viennava.gov).

Sincerely,

Dennis Johnson, PE  
Public Works Director

Enclosure: CMAQ/RSTP Transfer Request Form

cc: Nassre Obeed, VDOT  
Anne Fortune, VDOT  
Jan Vaughan, VDOT

## CMAQ/RSTP Transfer Request Form

(One Sheet Needed Per Donor Project)

Date: 8/14/2015

Name of Jurisdiction/Agency Requesting: Town of Vienna

Current Balance of CMAQ/RSTP Funds Currently Allocated to Donor Project (Prior to this Transfer): \$5,863

From (Donor):

To (Recipient):

[illegible]

TOTAL OF TRANSFER

**\$5,863.00**

**Attach Signed Request of Transfer Letter**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Scott Silverthorne, on behalf of Chair Hynes

**SUBJECT:** Bylaws Committee Update

**DATE:** September 21, 2015

---

1. **Purpose:** Update members of the Authority on the work of the Bylaws Committee.
2. **Background:** Chairman Nohe appointed Chair Hynes as the Chairman of the Bylaws Committee at the February 26, 2015 Authority meeting. At the July 23, 2015 meeting, Delegate Minchew and Mayors Euille and Silverthorne were also appointed to the Committee. The Bylaws Committee has held two meetings (Wednesday, August 20, 2015 and Wednesday, September 16, 2015.) The following notes the topics of discussion and consideration at the meetings held to date:
  - a. Review of the current Bylaws-- making recommendations to update any outdated sections, removing verbiage that is more fitting for procedures while adding more substantive components where necessary.
  - b. Review the charge, quorum and voting requirements of the Authority's statutorily mandated Committees (Planning Coordination Advisory Committee and the Technical Advisory Committee) in addition to the standing committees (Finance).
  - c. Discussion of remote participation in Authority meetings.
  - d. Discussion on whether the Bylaws should address a secondary designee to the Authority member.
  - e. Discussion of the transition of the Project Implementation Working Group into a more formalized Committee structure for incorporation into the Bylaws.
  - f. Discussion of the development and inclusion of a Governance and Personnel Committee into the Bylaws.
3. **Next Steps:**
  - a. The next meeting of the Bylaws Committee is Wednesday, October 7, 2015 at 12:30pm.
  - b. Recommended changes to the Bylaws will be vetted through jurisdictional staff.
  - c. It is anticipated that the Bylaws Committee will request a first read of the recommended changes to the Bylaws at the November 12, 2015 meeting with adoption at the December 10, 2015 meeting.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**TECHNICAL ADVISORY COMMITTEE**

**MEMORANDUM**

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

**FROM:** Randy Boice, PE, Chairman, Technical Advisory Committee

**DATE:** September 21, 2015

**SUBJECT:** Report from the Technical Advisory Committee

---

1. **Purpose.** To provide feedback to the Authority from the NVTa Technical Advisory Committee (TAC) on recent activities.
2. **Background.** Our meeting on September 16, 2015 was the first since March 18, 2015 and was mainly focused on the TransAction update. We received a briefing from the consultant, AECOM, on the overall schedule and work plan for the update, including a discussion on the technical approach.

Additionally, we received a briefing from NVTa staff on development of the Authority's FY2017 Program. In particular, our input was requested on the proposed methodology for calculating congestion relief relative to cost for each candidate project.

3. **Next steps.** Now that the contract to update TransAction has been awarded, I envision the TAC will be fully engaged in the process to update the region's long range transportation plan. We will also provide technical advice related to the FY2017 Program as needed.



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Scott York, Chair - Finance Committee

**DATE:** September 18, 2015

**SUBJECT:** Finance Committee Report

---

1. **Purpose:** To provide a report of the monthly activities of the NVTa Finance Committee.
2. **Comments:** The Finance Committee last met on September 18, 2015. The next Committee meeting is tentatively scheduled for November 20. The following summarizes the September 18th meeting:
  - a. **Virginia Investment Pool Agreement:** The Committee reviewed a report and recommendation from the Chief Financial Officer regarding participation in the Virginia Investment Pool (VIP). Upon review and discussion of the material presented, the Committee recommended Authority participation in VIP.
  - b. **Revenue Estimates FY2017 to FY2023:** The Committee received a report on revenue estimates for FY2017 through FY2023. The estimates were developed in collaboration with member jurisdictions. The estimate to actual revenue performance is regularly reviewed by the Committee. Upon review and discussion of the estimates presented, the Committee recommended Authority adoption.
  - c. **Budget Adjustment - Regional Revenue Fund:** The Committee received a report and recommendation for adjustments to the FY2016 Regional Revenue Fund budget. The majority of the adjustments are related to the closeout of FY2015 revenues with a positive variance of \$16.9 million. This positive variance necessitated changes to certain reserve allocations. The Committee recommends Authority approval of the budget amendments.
  - d. **Monthly Revenue Report:** The Committee received a report on the final FY2015 revenues and FY2016 revenues through August.
  - e. **Monthly Operating Budget Report:** The Committee received a report on the Authority's operating budget close out for FY2015. Carryforward to FY16 was projected as \$121,805, actual carryforward is \$122,890.

- f. **Financial Activities Update:** The Committee received a verbal update from the Chief Financial Officer related to:
- i. Annual Audit - Field Work Completed, Statement Preparation In Progress
  - ii. Contingency and Transportation Policy Advisory Panel Meetings
  - iii. Significant Reimbursement Requests and Project Closeouts
  - iv. Planned Rating Agency Update Conference Calls in December/January
  - v. Requests being prepared for updated SPA - Appendix B's on active projects.
  - vi. Requests being prepared for notice of NVTAs being listed as an additional insured on insurance policies related to approved and active projects.  
(This requirement is in the SPA for each project.)

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

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

**SUBJECT:** Monthly Revenue Report

**DATE:** September 18, 2015

---

- 1. Purpose:** Monthly report of revenue receipts, distributions and estimate comparison.
- 2. Background:** The attached reports reflect funding received or in process through August 2015. August receipts contain revenue that is attributed to both FY2015 and FY2016.
- 3. Comments:**
  - a. FY 2015 Revenues (Attachment A)**
    - i. The Authority has received or accrued approximately \$307.1 million through the August transfers from the Commonwealth. These are effectively the unaudited ending revenue numbers for FY2015.
    - ii. Actual to estimate comparison for revenues through August show a 19.1% positive variance in Grantors Tax , a 3.2% positive variance in Sales Tax and a 10.2% positive variance in Transient Occupancy Tax compared to the adopted revenue budget.
    - iii. This report reflects 12 months of collections (accrual basis) for Sales Tax and Grantors Tax.
    - iv. Transient Occupancy Tax has almost completed a full 12 months of collections. Collections for two jurisdictions are still in accrual stages, due to routine differences in collection cycles.
  - b. FY 2015 Distribution to localities (Attachment B)**
    - i. Through the month of August the Authority was still receiving FY2015 Sales Tax and Transient Occupancy Tax revenues.
    - ii. Of the \$304.4 million received by the Authority for FY2015, approximately \$91.3 million represents 30% local funds. The difference between the \$304.4 million received and the \$307.1 million noted above is in the revenue accruals.
    - iii. All the \$91.3 million eligible to be distributed has been transferred to the member jurisdictions as of the end of August. As the accrued revenue amounts for FY2015 arrive in FY2016 those funds will be transferred to the appropriate jurisdiction.
  - c. FY 2016 Distribution to localities (Attachment C)**
    - i. The Authority received the first FY2016 Grantors Tax in August.

- ii. Approximately \$5.08 million was received of which \$1.52 million represents 30% funds for member jurisdictions.
- iii. Four jurisdictions completed the HB2313 required annual certification process to receive August FY2016 30% funds. One additional jurisdiction completed the certification after the monthly distributions had been made. Suspensions of FY2016 transfers has been discussed with jurisdictional staff where appropriate.

**d. FY2014 to FY2015 Year to date Revenue Comparison (Attachment D).**

- i. This chart reflects a month to month comparison of revenue by tax type and a year to year comparison of total revenues.
- ii. The individual tax charts shows the last month that tax revenue is received for each specific tax type. This reflects the different accrual schedule for each of the tax types.

**Attachments:**

- A. Revenues Received By Tax Type, Compared to NVTAs Estimates, Through August 2015
- B. FY2015 30% Distribution by Jurisdiction, through August 2015
- C. FY2016 30% Distribution by Jurisdiction, through August 2015
- D. Month to Month Comparison By Tax Type and YTD Receipts, Through August 2015 and 2014

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA BUDGET**  
Based on: Revenue Data Through August 2015  
FYE June 30, 2015

Grantors Tax			Received		NVTA		Projected Variance
Transaction Months	12	To Date	Annualized	FY 2015 Budget	Annualized - Actual To Budget		
City of Alexandria		\$ 3,775,302	\$ 3,775,302	\$ 3,195,000	\$ 580,302		
Arlington County		\$ 4,662,589	\$ 4,662,589	\$ 4,574,287	\$ 88,302		
City of Fairfax		\$ 303,648	\$ 303,648	\$ 290,799	\$ 12,849		
Fairfax County		\$ 20,165,518	\$ 20,165,518	\$ 15,169,980	\$ 4,995,538		
City of Falls Church		\$ 296,093	\$ 296,093	\$ 263,319	\$ 32,774		
Loudoun County		\$ 8,915,428	\$ 8,915,428	\$ 8,466,000	\$ 449,428		
City of Manassas		\$ 339,631	\$ 339,631	\$ 272,917	\$ 66,714		
City of Manassas Park		\$ 158,354	\$ 158,354	\$ 149,692	\$ 8,662		
Prince William County		\$ 5,327,863	\$ 5,327,863	\$ 4,521,672	\$ 806,191		
Total Grantors Tax Revenue		\$ 43,944,426	\$ 43,944,426	\$ 36,903,666	\$ 7,040,760	19.08%	
Regional Sales Tax*			Received		FY 2015		Projected Variance
Transaction Months	12	To Date	Annualized	Budget	Annualized - Actual To Budget		
City of Alexandria		\$14,289,191	\$ 14,289,191	\$ 14,891,000	\$ (601,809)		
Arlington County		\$24,083,230	\$ 24,083,230	\$ 23,984,390	\$ 98,840		
City of Fairfax		\$6,893,307	\$ 6,893,307	\$ 6,536,626	\$ 356,681		
Fairfax County		\$106,444,558	\$ 106,444,558	\$ 100,596,000	\$ 5,848,558		
City of Falls Church		\$2,234,993	\$ 2,234,993	\$ 2,498,666	\$ (263,673)		
Loudoun County		\$40,623,845	\$ 40,623,845	\$ 40,086,000	\$ 537,845		
City of Manassas		\$4,758,809	\$ 4,758,809	\$ 4,620,629	\$ 138,180		
City of Manassas Park		\$1,231,371	\$ 1,231,371	\$ 930,903	\$ 300,468		
Prince William County		\$34,856,454	\$ 34,856,454	\$ 33,928,982	\$ 927,472		
Total Sales Tax Revenue*		\$ 235,415,758	\$ 235,415,758	\$ 228,073,196	\$ 7,342,562	3.22%	
Transient Occupancy Tax (TOT)			Received		FY 2015		Projected Variance
Transaction Months		To Date	Annualized	Budget	Annualized - Actual To Budget		
City of Alexandria	Months	12.00	\$ 3,324,227	\$ 3,324,227	\$ 3,364,000	\$ (39,773)	
Arlington County	Months	12.00	\$ 9,334,382	\$ 9,334,382	\$ 8,890,830	\$ 443,552	
City of Fairfax	Quarters	3.00	\$ 263,488	\$ 351,317	\$ 349,526	\$ 1,791	
Fairfax County**	Quarters	4.00	\$ 10,666,200	\$ 10,666,200	\$ 8,965,800	\$ 1,700,400	
City of Falls Church	Months	12.00	\$ 171,023	\$ 171,023	\$ 143,309	\$ 27,714	
Loudoun County	Quarters	4.00	\$ 2,584,117	\$ 2,584,117	\$ 2,020,000	\$ 564,117	
City of Manassas	Months	12.00	\$ 58,868	\$ 58,868	\$ 78,546	\$ (19,678)	
City of Manassas Park			\$ -		\$ -	\$ -	
Prince William County	Quarters	4.00	\$ 1,349,935	\$ 1,349,935	\$ 1,446,000	\$ (96,065)	
Total TOT Revenue			27,752,238	27,840,068	\$ 25,258,011	2,582,057	10.22%
Total Revenue Received			\$ 307,112,423	\$ 307,200,252	\$ 290,234,873	\$ 16,965,379	5.85%

\*The Regional Sales Tax is reported net of the following fees:

August Receipt	\$ -
September Receipt	\$ -
October Receipt	\$ 22,065
November Receipt	\$ 1,035
December Receipt	\$ 22,310
January Receipts	\$ 14,198
	<u>\$ 59,608</u>

\*\*Fairfax County TOT includes 4th quarter accrued receipts

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
FY 2015 30% DISTRIBUTION BY JURISDICTION

Based on: Receipts through August 2015

Jurisdiction	Grantor's Tax	Regional Sales Tax (1)	Transient Occupancy Tax (2)	NVTA Fund Interest	Total	30% Funds	NVTA Operational Budget FY2016 (-)	Accrued Interest (3) (+)	Prior Distributions	Current Month Distribution	Total Funds Transferred
City of Alexandria	\$ 3,775,302.20	\$ 14,289,191.12	\$ 3,324,226.81	\$ 15,093.22	\$ 21,403,813.35	\$ 6,421,144.01	Paid Direct	250.97	\$ 5,890,054.27	\$ 531,340.71	\$ 6,421,394.98
Arlington County	\$ 4,662,589.10	\$ 24,083,229.95	\$ 9,334,381.83	\$ 31,101.75	\$ 38,111,302.63	\$ 11,433,390.79	103,424.65	430.24	\$ 10,400,606.65	\$ 929,789.73	\$ 11,330,396.38
City of Fairfax	\$ 303,648.00	\$ 6,893,306.79	\$ 263,487.67	\$ 1,436.07	\$ 7,461,878.53	\$ 2,238,563.56	11,002.62	71.71	\$ 2,038,461.67	\$ 189,170.98	\$ 2,227,632.65
Fairfax County	\$ 20,165,518.20	\$ 106,444,557.60	\$ 7,830,015.20	\$ 64,233.58	\$ 134,504,324.58	\$ 40,351,297.37	528,125.88	1,577.55	\$ 36,802,693.44	\$ 3,022,055.60	\$ 39,824,749.04
City of Falls Church	\$ 296,092.80	\$ 2,234,993.23	\$ 171,022.98	\$ 964.23	\$ 2,703,073.24	\$ 810,921.97	6,601.57	35.85	\$ 730,695.11	\$ 73,661.14	\$ 804,356.25
Loudoun County	\$ 8,915,428.16	\$ 40,623,844.53	\$ 2,584,116.69	\$ 27,017.99	\$ 52,150,407.37	\$ 15,645,122.21	Paid Direct	609.51	\$ 14,350,412.77	\$ 1,295,318.95	\$ 15,645,731.72
City of Manassas	\$ 339,630.75	\$ 4,758,809.38	\$ 58,868.27	\$ 1,158.28	\$ 5,158,466.68	\$ 1,547,540.00	Paid Direct	71.71	\$ 1,410,936.78	\$ 136,674.93	\$ 1,547,611.71
City of Manassas Park	\$ 158,353.80	\$ 1,231,370.99	\$ -	\$ 485.12	\$ 1,390,209.91	\$ 417,062.97	6,601.57	35.87	\$ 375,804.19	\$ 34,693.08	\$ 410,497.27
Prince William County	\$ 5,327,863.19	\$ 34,856,454.30	\$ 1,349,934.66	\$ 15,420.08	\$ 41,549,672.23	\$ 12,464,901.67	200,247.73	501.94	\$ 11,268,375.41	\$ 996,780.47	\$ 12,265,155.88
Total Revenue	\$ 43,944,426.20	\$ 235,415,757.89	\$ 24,916,054.11	\$ 156,910.32	\$ 304,433,148.52	\$ 91,329,944.55	\$ 856,004.04	\$ 3,585.35	\$ 83,268,040.27	\$ 7,209,485.59	\$ 90,477,525.86
						\$ 91,333,529.90					\$ 91,333,529.90

1 Net of Dept. of Taxation Fees

2 County TOT includes any town collections

3 Interest earned through 6/30/2015

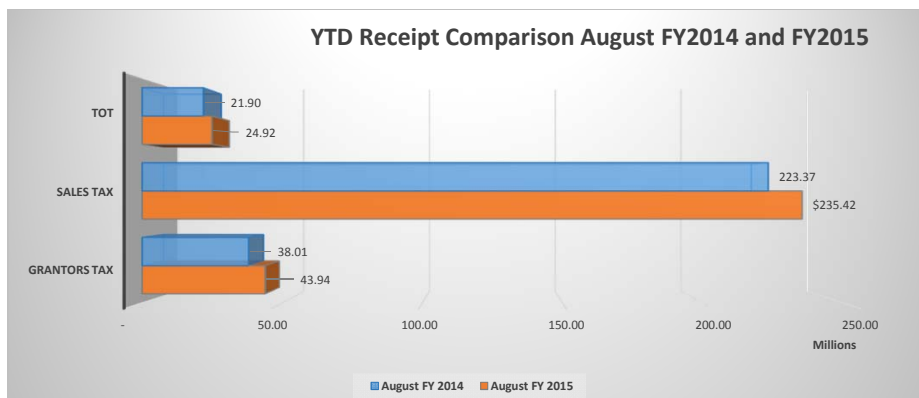
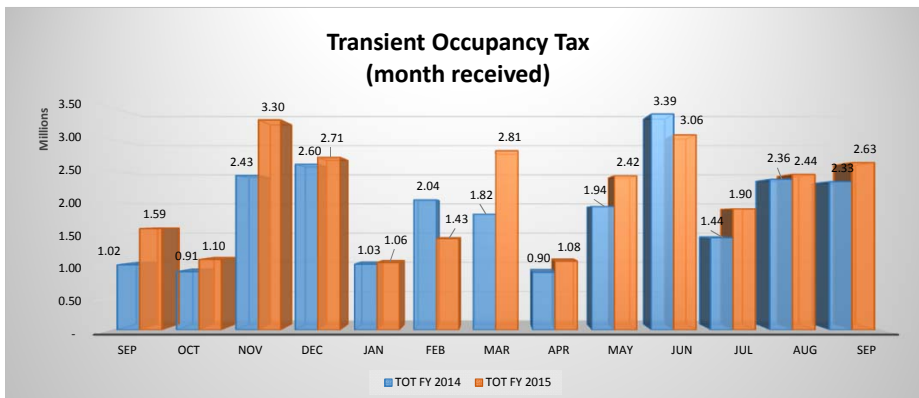
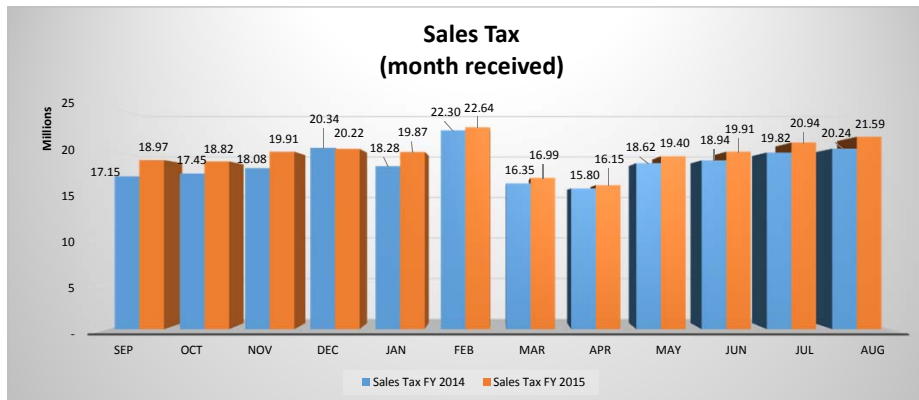
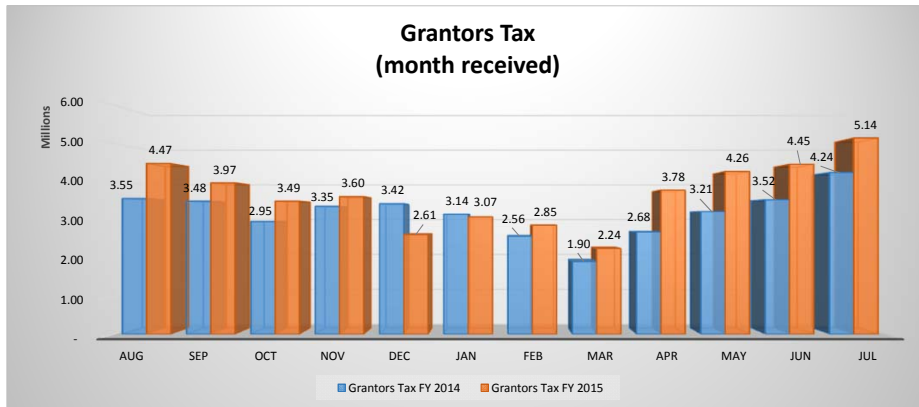
XXI.B

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FY 2016 30% DISTRIBUTION BY JURISDICTION											
Based on: Receipts through August 2015											
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	\$ 390,083.55	\$ -	\$ -	\$ -	\$ 390,083.55	\$ 117,025.07		\$ -	\$ 117,025.07		
Arlington County	\$ 1,080,225.75	\$ -	\$ -	\$ -	\$ 1,080,225.75	\$ 324,067.73		\$ -	\$ 324,067.73		
City of Fairfax	\$ 53,745.00	\$ -	\$ -	\$ -	\$ 53,745.00	\$ 16,123.50		\$ -	\$ 16,123.50		
Fairfax County	\$ 2,007,703.65	\$ -	\$ -	\$ -	\$ 2,007,703.65	\$ 602,311.10		\$ -	\$ 602,311.10	\$	602,311.10
City of Falls Church	\$ 32,902.35	\$ -	\$ -	\$ -	\$ 32,902.35	\$ 9,870.71		\$ -	\$ 9,870.71		
Loudoun County	\$ 880,141.80	\$ -	\$ -	\$ -	\$ 880,141.80	\$ 264,042.54		\$ -	\$ 264,042.54	\$	264,042.54
City of Manassas	\$ 47,107.50	\$ -	\$ -	\$ -	\$ 47,107.50	\$ 14,132.25		\$ -	\$ 14,132.25	\$	14,132.25
City of Manassas Park	\$ 23,039.85	\$ -	\$ -	\$ -	\$ 23,039.85	\$ 6,911.96		\$ -	\$ 6,911.96	\$	6,911.96
Prince William County	\$ 563,121.60	\$ -	\$ -	\$ -	\$ 563,121.60	\$ 168,936.48		\$ -	\$ 168,936.48		
Total Revenue	\$ 5,078,071.05	\$ -	\$ -	\$ -	\$ 5,078,071.05	\$ 1,523,421.34	\$ -	\$ -	\$ 1,523,421.34	\$	887,397.85

- 1 Net of Dept. of Taxation Fees
- 2 County TOT includes any town collections
- 3 Interest earned through 7/31/2015

XXI.C





## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

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

**SUBJECT:** NVTa Operating Budget

**DATE:** September 18, 2015

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- 1. Purpose:** To update the Authority on the NVTa Operating Budget for FY2015.
- 2. Background:** The NVTa operating budget is funded through the participating jurisdictions. All jurisdictions have contributed their respective share of the FY2015 operating budget. This is the final monthly recap of FY2015 activities.
- 3. Comments:** The FY2016 budget was developed with estimates of the ending budget performance from FY2015. The Operating Budget produced the following results:
  - a.** Revenue exceeded budget by \$3,229.
  - b.** Expenditures were less than budget by \$153,081
  - c.** Carryforward to FY2016 was projected to be \$121,805. Actual carryforward is \$122,890. Consistent with the adopted FY2016 Budget, this carryforward contains:
    - i.** \$46,200 committed to TransAction Outreach efforts.
    - ii.** \$28,369 committed to the NVTa web site revisions.
  - d.** The Operating Reserve was not used in FY2015 and rolls forward in total to FY2016.
  - e.** The attached statement shows the total operating budget income and expenditure activity for FY2015.

**Attachment:** NVTa Income Statement for Accounting Period 13/15

## XXII.ATTACHMENT

09/03/15  
12:14:01

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
Income Statement  
For the Accounting Period: 13 / 15

Page: 1 of 2  
Report ID: LB170A

1000 General Fund

			----- Current Year -----				
Account	Object	Description	Current Month	Current YTD	Budget	Variance	%
Revenue							
	330100	Contribution Member Jurisdiction		1,149,473.00	1,149,473.00		100
							100
Total Revenue			0.00	1,149,473.00	1,149,473.00	0.00	100
Expenses							
410000		Personnel Expenses					
	110	Salaries-Regular Pay	5,161.00	648,339.92	649,290.00	950.08	100
	130	Health & Dental Benefits		79,834.76	82,752.00	2,917.24	96
	131	Payroll Taxes	418.45	48,082.33	49,600.00	1,517.67	97
	132	Retirement VRS	1,128.52	35,989.94	52,174.00	16,184.06	69
	133	Life Insurance	79.56	5,698.04	4,988.00	-710.04	114
	134	Flex Spending/Dependent Care		510.50	263.00	-247.50	194
	135	Workers Comp		672.00	673.00	1.00	100
Total Account			6,787.53	819,127.49	839,740.00	20,612.51	98
420000		Professional Services					
	210	Audit & Accounting		27,369.00	27,500.00	131.00	100
	220	Bank Service		129.57	1,000.00	870.43	13
	230	Insurance		3,689.00	3,700.00	11.00	100
	240	PR Service		1,085.17	2,000.00	914.83	54
	250	TransAction Update Outreach			46,200.00	46,200.00	
	260	Public Outreach		31,468.29	23,800.00	-7,668.29	132
Total Account				63,741.03	104,200.00	40,458.97	61
430000		Technology/Communication					
	310	Acctg & Financial Report System		20,125.00	25,000.00	4,875.00	81
	320	HW SW & Peripheral Purchase		4,241.64	7,000.00	2,758.36	61
	330	IT Support Svc Incl Hosting		10,600.41	11,794.00	1,193.59	90
	340	Phone Service	80.00	5,826.95	7,060.00	1,233.05	83
	350	Web Develop & Hosting		1,630.10	30,000.00	28,369.90	5
Total Account			80.00	42,424.10	80,854.00	38,429.90	52
440000		Administrative Expenses					
	410	Advertisement		425.00	6,000.00	5,575.00	7
	411	Dues & Subscriptions		1,888.00	2,500.00	612.00	76
	412	Duplication & Printing		12,652.22	15,000.00	2,347.78	84
	413	Furniture & Fixture		42,667.84	58,000.00	15,332.16	74
	414	Meeting Expenses		6,442.45	3,600.00	-2,842.45	179
	415	Mileage/Transportation		3,646.66	7,200.00	3,553.34	51
	416	Misc Exp		1,337.93	5,000.00	3,662.07	27
	417	Office Lease	8,009.63	25,293.53	50,000.00	24,706.47	51
	418	Office Supplies		7,151.62	5,200.00	-1,951.62	138
	419	Postage & Delivery		228.00	600.00	372.00	38
	420	Professional Develop & Training		2,786.32	5,000.00	2,213.68	56

09/03/15  
12:14:02

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
Income Statement  
For the Accounting Period: 13 / 15

Page: 2 of 2  
Report ID: LB170A

1000 General Fund

		----- Current Year -----				
Account	Object	Description	Current Month	Current YTD	Budget	Variance
						%
		Total Account	8,009.63	104,519.57	158,100.00	53,580.43
						66
		Total Expenses	14,877.16	1,029,812.19	1,182,894.00	153,081.81
						87
		Net Income from Operations	-14,877.16	119,660.81		
Other Revenue						
		360000 Miscellaneous Revenues		3,229.09		3,229.09
		Total Other Revenue	0.00	3,229.09	0.00	3,229.09
Other Expenses						
		521000 Transfers				
		820 Transfer to Operating Reserve			236,578.00	236,578.00
		Total Account			236,578.00	236,578.00
		Total Other Expenses	0.00	0.00	236,578.00	236,578.00
		Net Income	-14,877.16	122,889.90		

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
M E M O R A N D U M

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

**FROM:** Monica Backmon, Executive Director

**DATE:** September 18, 2015

**SUBJECT:** Executive Director's Report

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1. **Purpose:** To inform the Authority of items of interest not addressed in other agenda items.
2. **TransAction Update:** The update to TransAction 2040 kicked off on August 6, 2015, and is progressing on multiple fronts. NVTA staff, in conjunction with NVTA's TransAction subcommittee, are working closely with the AECOM team on several foundational activities. These include a 'virtual' project kick-off to commence public awareness and engagement, incorporating a media launch, new project website and social media initiatives that are timed to coincide with the Authority's meeting in November. In parallel, the AECOM team has initiated several research tasks in combination with a review of the October 2014 Listening Session to inform a review of the vision and goals for the TransAction Update.
3. **HB 2 Update:** HB 2 applicant eligibility guidelines require localities and public transit agencies receive resolutions of support from the relevant regional entity (NVTA for Northern Virginia) for any project in a Corridor of Statewide Significance. Public transit agencies must also receive a resolution of support from the Authority for projects identified in the Regional Networks. Although the application deadline for HB 2 project submission is September 30, 2015, the deadline for receipt of the resolutions from the Authority is December 1, 2015. NVTA staff is preparing a draft resolution for Authority consideration at the next Authority meeting.
4. **HB 2313 30% Funded Projects:** NVTA staff has developed a list of projects that localities are using HB 2313 30% funds to advance. It is anticipated that this list will be shared with the Authority at the next NVTA meeting.
5. **SPA Workshop:** NVTA staff is in the process of scheduling a workshop on the NVTA Standard Project Agreement. The purpose of this workshop is to review the requirements of the SPAs and accompanying appendices. The SPA workshop will follow the model of the Annual Certification (30% Funding) workshop in which member locality input was sought on how to improve administrative processes. In addition to soliciting improvements, the workshop also benefitted attendees through an increased understanding of the requirements and processes through which NVTA complies with HB 2313 (2013). The SPA workshop is planned to support the implementation of the FY2017 call for projects.

- 6. New and Expanded Bus Service Enabled by NVRTA Revenues:** Through the adoption of the FY2014-2016 Programs, the NVRTA has funded the purchase of 32 new buses which will increase capacity on the transportation network. NVRTA staff has developed a regional revenue funded transit bus map. This map graphically depicts the new and expanded bus service in the region as a result of the NVRTA regional revenues. Special thanks to Thomas Wampler of Fairfax County Department of Transportation for assisting with the creation of the map.
- 7. Advancing FY2014-2016 Projects:** Approval of SPAs on the agenda will represent 25 approved agreements for projects adopted in the FY2015-16 Two Year Program. The SPA Activation Policy requires approved SPAs within six months of NVRTA approval of projects. At this time, NVRTA staff anticipates having the remaining twelve (12) SPAs approved by the next Authority meeting, which is the deadline for approval. The attached handout details the status of the projects with approved SPAs. The status of all approved projects can be found on the homepage of the NVRTA website.

**Attachment:** FY2014-2016 Transportation Projects Advancing as of September 24, 2015.  
Map of New and Expanded Bus Service Enabled By NVRTA Regional Revenues



# NVTA FY2014-16 Program Project Status

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Arlington County	<b>Blue/Silver Line Mitigation</b> – Purchase of four new transit buses to introduce Silver Line connecting service. Arlington Transit is using the four 19 passenger buses to enable additional capacity on the ART 43 Route between Crystal City, Rosslyn and Court House.	\$797,696 (FY2014)	Asset Acquisition Transit Technology Initiation of Service	Service initiated on March 31, 2014.	Complete March 2014.
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 2018; construction of the local road that connects to the interchange (Long Bridge Drive) begins in Fiscal Year 2017.	By end of Calendar year 2018 (Long Bridge Drive) and by end of Calendar year 2020 (interchange)
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 March 2015, with construction expected to be under way in early summer 2016.	Fall 2018
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, with expected completion in March 2016. A change in phasing order with another adjacent project will slightly delay the completion date	March 2016
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 2015.	Start of construction in spring/summer 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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 to begin in January 2016.	Start of construction in June 2017
Arlington County	<b>Columbia Pike Multimodal Street Improvements</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 2014. Final design will start by the end of 2015 or early 2016.	Start of construction in Fall 2017
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	Project is in Design. Construction in the median for station foundation is planned for summer 2015.	Estimated 2019
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 process has started.	Start of construction in August 2015
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	PE to start in December 2016, final design in June 2018, and construction in 2018.	2020
Fairfax County	<b>Connector Bus Service Expansion</b> – Purchase of 12 buses for 2 new routes and improve service on 9 additional routes	\$6,000,000 (FY2015-16)	Asset Acquisition	Procurement process begins in September 2015.	2016
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	Negotiations still underway.	Acquisition of land anticipated by end of 2015.
Loudoun County	<b>LC Transit Buses</b> – New transit buses to introduce Silver Line connecting service.	\$880,000 (FY2014)	Asset Acquisition	Buses have been ordered.	Anticipated delivery by May 2016.



Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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	Notice of Intent to Award is planned to be issued Mid-September, with Notice to Proceed being issued in mid-October, 2015. Project completion scheduled at this time for December, 2018.	December 2018
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	Construction to begin in July 2016.	February 2018
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	Procurement process began in July 2015.	Winter 2016
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	Final design to start in Fall 2015 and construction in April 2016.	Summer 2017
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. Design Waiver requests submitted to VDOT and under review.	Design December 2016. Construction advertisement December 2018.
	<b>Route 1 Widening from Featherstone Road to Marys Way</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	Final design to begin in Fall 2015 and construction in Spring 2017. There are approximately 82 parcels impacted with 15 properties with possible major impacts, 8 parcels with total takes, and 7 probable total takes.	Spring 2018
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 relocation and re-alignment of Route 215 (Vint Hill Road) and construction of a multi-use trails on the south side and a sidewalk on the north side.	\$28,000,000 (FY2014)	Engineering ROW Acquisition Construction	ROW appraisals and negotiations are ongoing. Have agreements for 43 of the 56 properties.  Utility relocation to be completed by Spring 2016. All utilities, plans and estimates are in and have been approved.	December 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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	PE to begin in early spring 2016 and construction in Fall 2017.	Fall 2018
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	A Locally Preferred Alternative was decided on May 20, 2015, with a Record of Decision by Spring 2016.	Expected to open by year-end 2018.
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	Invitation to Bid is expected by October 2015. Installation is expected to commence in winter to spring 2016.	Winter 2016/2017
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	Procurement documents are in development. Design should be let out for bid by January 2016, with design beginning in spring 2016.	Winter 2016/2017
City of Alexandria	<b>DASH Bus Expansion</b> – Five new hybrid buses to provide additional service and increased headways to regional activity centers, including BRAC-133 at Mark Center and VRE Station at King Street.	\$1,462,500 (FY2014)	Asset Acquisition	Buses have been delivered.	Fall 2015
City of Fairfax	<b>Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place</b> – Widens 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	Utility relocations. Construction is expected to commence in spring 2016.	2017 or 2018, depending on utility relocations
	<b>Northfax</b> – Intersection and drainage improvements at Route 29/50 and Route 123. Improvements on all legs of the intersection to improve traffic operations at the intersection and reduce delays experienced by travelers. Extension of a 3 <sup>rd</sup> northbound lane on Route 123 from Route 29/50 to Eaton Place, the addition of a dual left turn from southbound Route 123 to eastbound Route 29/50, correction of substandard existing lane shifts within the project limits, the extension of turn lanes, and access management improvements.	\$10,000,000 (FY2015-16)	Construction	ROW acquisitions completed February 2015. Construction begins March 2016.	June 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
City of Fairfax	<b>35' CUE Bus Acquisition</b> – Replaces six of the City's CUE transit buses with larger buses that can hold additional passengers. The new buses will be 35 feet long and will provide additional capacity, holding 31 seated passengers and 51 standing.	\$3,000,000 (FY2015-16)	Asset Acquisition	Buses delivered in August 2015.	Complete in August 2015
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 begins October 2015.	April 2017
City of Fairfax	<b>Jermantown Road/Route 50 Roadway Improvements</b> – Addition of a third westbound lane along Route 50 (Fairfax Boulevard) (NHS) from Bevan Drive to Jermantown Road; widening of northbound Jermantown Road to allow for two through lanes adjacent to the left turn lane into the shopping center; geometric improvements to southbound Jermantown Road to provide a dual right turn lane, through lane, and left turn lane; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction began March 2015.	March 2016
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	Final engineering plans have been reviewed. Easement acquisition is ongoing. Two bus shelters are expected to be installed in calendar year 2015. The remaining shelters are expected to be installed in spring 2016.	Fall 2015
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	65% engineering/initial design received in August. Comments will be finalized by the end of September. Coordination of utility undergrounding with Dominion continues. Construction expected to commence in fall 2015.	Summer 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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	30% engineering/initial design completed. Working on 65% plans and environmental permits. Surveys for site and utilities completed. Geotechnical surveys will start in fall 2015. Construction expected to commence in summer 2016.	Early 2017
City of Manassas	<b>NEW! 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	Start of construction in 2017-18.	
City of Manassas/Prince William County	<b>NEW! 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	Study to start in fall 2015	Fall 2016
Town of Dumfries	<b>NEW! Widen Route 1 (Fraleay 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	Construction to start in spring 2019	
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.	Highway improvement November 2014. Sidewalk improvements expected during the first half of 2015.

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
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)	Engineering ROW Acquisition	Procurement approved and awarded in February 2015. Project is in design.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.
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. ROW acquisition/street dedication is to begin in early 2016 to be ready for construction in 2018.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.
Town of Leesburg	<b>Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange</b> – Development of a new grade separated interchange.	\$1,000,000 (FY2014)	Design Environmental	VDOT conducting survey work.	Interchange Justification Report expected complete in 2017.
	<b>NEW! 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	This project will continue the work of the FY2014 project.	Construction to begin in 2022.
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	Study underway. Issued the full Notice to Proceed in November 2014. Finalized Outreach Plan in January. Virtual public kick-off launched April 20, 2015.	Expected completion in March 2016.
Potomac and Rappahannock Transportation Commission	<b>Gainesville New Service Bus</b> – Funding to acquire one commuter bus for new PRTC Gainesville Service.	\$559,275 (FY2014)	Asset Acquisition	Delivery of bus in spring 2014.	Complete
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 153 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	Plans submitted to Prince William County for review to obtain Building Permit. Pre-construction meeting with Prince William County's Building Development Department scheduled for October. Guaranteed Maximum Price (GMP) is expected to be discussed for approval at the October 2015 Commission meeting.	Early summer of 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Virginia Department of Transportation	<b>Route 28 Hot Spot Improvements (Loudoun Segment)</b> – Loudoun segment of Route 28 improvements from Sterling Blvd. to the Dulles Toll Road.	\$12,400,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Department of Transportation	<b>Route 28 Widening Dulles Toll Road to Route 50</b> – Widen Route 28 from 3 to 4 lanes Southbound from Dulles Toll Road to Route 50.	\$20,000,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Department of Transportation	<b>Route 28 Widening McLearen Road to Dulles Toll Road</b> – Widen Route 28 from 3 to 4 lanes Northbound from McLearen Road to Dulles Toll Road.	\$11,100,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
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	Preliminary engineering has begun and a schedule developed. 30% plans were delivered in June 2015; comments have been received from the City, Amtrak, WMATA and several VDOT offices. Waiting for CSXT and VDOT Central office comments. A No Adverse Effect Determination has been endorsed by VDHR. VRE responding to 6 VDOT VE recommendations. Coordination with community stakeholders expected to begin in the Fall. 60% plans on hold pending utility issues.	Summer 2017
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	Study kick-off meeting with consultant was held on July 22, 2015. Work underway on public involvement outreach, travel market analysis, conceptual engineering for railroad alignment and identification of station site alternatives.	Summer 2017
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	Update of prior second-platform preliminary engineering PE underway with Fairfax County and DRPT to accommodate new CSXT platform requirements.	Fall 2016
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	Start of study in October 2015.	Fall 2016

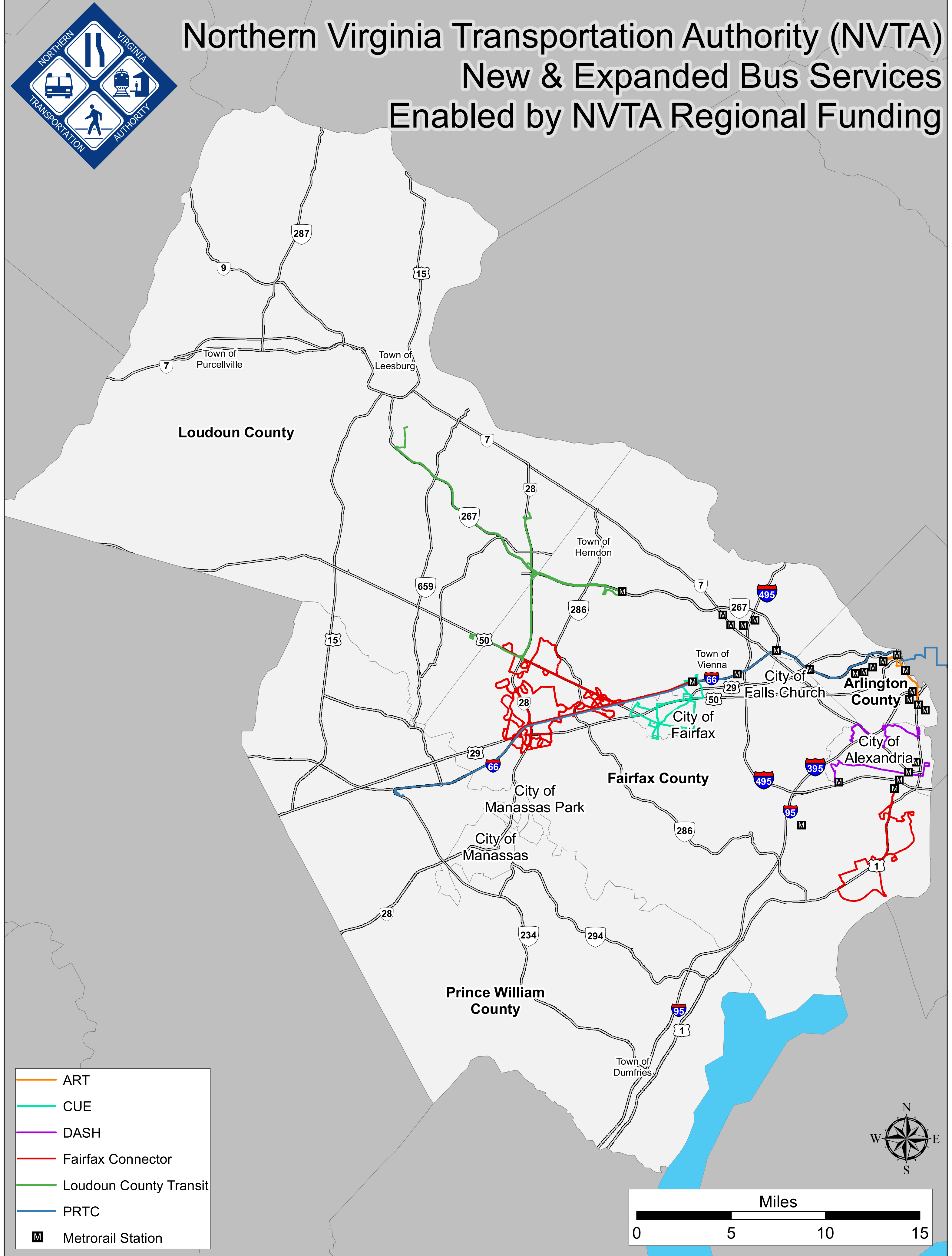
Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Virginia Railway Express	<b>Franconia-Springfield Platform Expansion</b> - Design and construction to extend the existing north-side (Metro station side) platform by up to 550 feet to allow the north-side platform at 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	PE to begin November 2015, final design in July 2016, and construction in January 2018.	Summer 2019
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	PE to begin November 2015, final design in November 2016, and construction in January 2018.	Summer 2019
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 to begin in November 2015 and construction in May 2016.	Summer 2017
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	Start of study in October 2015.	Fall 2016
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.	Completed project planning, prepared contract documents, specifications and drawings. Procurement ready package is under review with counsel. Contract advertisement by September 2015.	Projected Contract Close-out November 2016





# Northern Virginia Transportation Authority (NVTa)

## New & Expanded Bus Services Enabled by NVTa Regional Funding





# **Correspondence Section**

September 9, 2015

The Honorable Terrance McAuliffe  
Office of the Governor  
1111 East Broad Street  
Richmond, VA 23219



Dear Governor McAuliffe:

On behalf of the Northern Virginia and suburban Maryland business communities, we ask that you enter into discussions with Maryland to upgrade the American Legion Bridge (ALB) and, concurrently, pursue an additional river crossing to the west of the ALB.

We appreciate your leadership in increasing Potomac River crossing capacity. As you have frequently acknowledged, a new western Potomac River crossing is essential to ensuring our region's global competitiveness and the future success of Washington Dulles International Airport. An outer bridge crossing is also a priority for increased regional connectivity, quality of life and security.

Regional transportation plans from the 1960s called for two additional crossings west of the ALB. A 1998 VDOT study and a 2013 private sector study using MWCOC traffic and land use projections both showed that a new crossing would carry in excess of 100,000 vehicles daily and provide significant relief to the ALB and to other corridors on both sides of the Potomac.

Tomorrow's economy will grow increasingly complex and the demand for highly skilled workers along with it. Failure to expand capacity and trans-Potomac River crossing options will reduce our region's ability to attract and retain those skilled workers.


Acting now is essential. Failure to expeditiously begin discussions with Maryland to identify and secure the best location for an additional crossing will result in more residential and commercial development precluding a new bridge.

Assertions that no Maryland support exists for a new crossing are not accurate. Significant private and public sector support exists on both sides of the Potomac River. Businesses, with interests on both sides of the river, support projects such these to move their employees to and from their work locations. A 2002 Montgomery County governmental task force study showed that along with the Intercounty Connector, a new crossing was the most important investment Montgomery County could make to improve its overall transportation network. Nothing has happened in the last decade to change that reality.

The Hogan administration's reconsideration of its initial opposition to Purple Line demonstrates its openness to persuasion on critical transportation investments. And no one is a better persuader than you. However, any Virginia suggestion that top priority be assigned to an ALB upgrade and consideration of new crossing be postponed to some future date will likely kill any Maryland inclination and incentive to pursue a new crossing any time soon and make future construction of a new crossing highly unlikely.

We recognize that it takes two states to make these vital improvements happen, but leadership can start with just one. You did not become a successful businessman, and win the support of many members of the business community, by taking an initial "no" for an answer on ventures in which you believed. We urge you to communicate to the CTB, VDOT and the State of Maryland your strong and unequivocal support for both a new crossing and an upgraded American Legion Bridge without regard to which should come first.

Now is the time. Tomorrow will soon be here,



Brian M. Gordon, MPA, VP of Government Affairs  
Apartment and Office Building Association



Anita Grazer, President  
Committee for Dulles



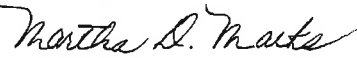
Jim Corcoran, President & CEO  
Fairfax County Chamber of Commerce



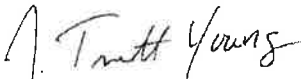
Nancy-jo Manney, Executive Director  
Greater Springfield Chamber of Commerce



Ken Garrison, Executive Director  
Heavy Construction Contractors Association



Martha D. Marks, President  
NAIOP - Northern Virginia:  
The Commercial Real Estate Development Assoc.



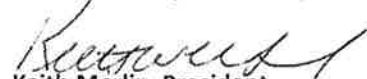
Truett Young, President  
Northern Virginia Building Industry Association



Mark C. Looney, Chairman of the Board  
Northern Virginia Transportation Alliance



Rich Parsons, Vice-Chair and Co-Founder  
Suburban Maryland Transportation Alliance



Keith Merlin, President  
Washington Airports Task Force



Pat Dean, President  
Associated Builders and Contractors - VA



Eileen D. Curtis, President & CEO  
Dulles Regional Chamber of Commerce



Mark S. Ingrao, President & CEO  
Greater Reston Chamber of Commerce



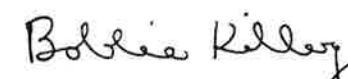
James C. Dinegar, President & CEO  
Greater Washington Board of Trade



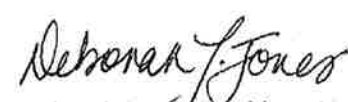
Anthony Howard, President & CEO  
Loudoun County Chamber of Commerce



Mary Bayat, Chairman of the Board  
Northern Virginia Association of Realtors®



Bobbie Kilberg, President & CEO  
Northern Virginia Technology Council



Deborah Jones, President & CEO  
Prince William Chamber of Commerce



Mark Rogoff, Chairman of the Board  
Tysons Regional Chamber of Commerce

Cc: Secretary Aubrey Lane  
Commonwealth Transportation Board  
Northern Virginia Transportation Authority  
Virginia General Assembly, Northern Virginia delegation

Ms. Amanda Baxter  
VDOT Northern Virginia District  
4975 Alliance Drive  
Fairfax, Virginia 22030

September 18, 2015

Re: Transform I-66 Inside the Beltway

Dear Ms. Baxter:

I am pleased to see that VDOT is partnering with DRPT to pursue improvements in this corridor, and wish to offer my comments. At the June public meeting in Arlington, I heard that HOV-3 is proposed, and that either 2.5- or 4-hour periods are proposed for HOT. I favor maintaining HOV-2 for the time being, and favor longer tolling periods.

I want to disclose that I was in charge of transportation planning for Arlington between 1982 and 2009. After that, while at WMATA for three years, I represented the transit authority for the I-66 Multimodal Study Inside the Beltway. However, these comments do not represent the views of Arlington or WMATA; they are mine alone.

Although I have never commuted on I-66, I have traveled the corridor many times since I moved to North Arlington in 1977. Right after I-66 opened in 1982 between the beltway and Rosslyn, it began experiencing congestion during the peak period in the contraflow direction, and in the peak direction just before and after the HOV hours. That prompted the first widening, to add a third lane in each direction between the Dulles Connector and East Falls Church. It was helpful but didn't relieve the congestion completely. Changing the HOV threshold from four to three, and then three to two, was quite helpful for increasing throughput. Ramp metering was also initiated in the 1980s, but I haven't noticed any overall value from it.

The recent widening (first spot improvement) seems to be a lot of money for little improvement. It does help the merge for the westbound entrance at Ballston, and helps westbound traffic exit at East Falls Church, but seems to do little for motorists continuing west. Similarly, the second spot improvement should help traffic entering westbound at East Falls Church but without further widening between the "spots", it won't likely do much to relieve congestion. The third one seems like a waste of money because the westbound segment between Spout Run and Ballston appears to be congested only because congestion at East Falls Church creates queues that can extend east of Ballston.

With continued congestion eastbound, and likely also westbound despite the spot improvements, I'm glad to see that VDOT and DRPT are pursuing a different approach. It will be difficult to implement a transponder-only requirement, but it needs to be done. Although this was done for the I-95 express lanes between Quantico and the Beltway, it was controversial there, and this would be even more controversial. Also, because tolls will tend to cause people to divert to other routes, it will be challenging to adjust the toll levels to increase corridor throughput and keep diversion to a manageable level. There are critics of tolling, and the criticism about toll levels will continue. Similarly, there will

be critics of a transponder-only requirement, whether it's for just a few hours or for the longer periods during which there is congestion currently.

1. Initially, continue with HOV-2. A uniform HOV-3 for the entire HOV network would be desirable, including I-66 and Rt. 267, as well as I-95, I-395 and I-495. However, three-person carpools are much more difficult to maintain. In the highest peak hours of the peak periods, in the peak direction, I-66 might incur some congestion with HOV-2 and a reasonable toll, but the combination of the transponder requirement and improved enforcement might result in little congestion, especially in the short term. In the contraflow direction, and in the peak direction outside of the peak hours, HOV-2 might result in higher vehicle occupancy than HOV-3. While changing to HOV-3 will likely become desirable in the longer term, changing to it now could be perceived as punishing carpools to facilitate LOV travel.
2. Concentrate on maximizing corridor throughput, more so than resolving congestion, and without regard to toll revenue. While maintaining I-66 speeds of 40 mph or higher would be ideal for those persons, setting tolls high enough to insure that speed, at all times in all locations, would likely cause some underutilization and considerable diversion to other routes. Lower tolls would mean lower speeds and lower revenue, and less congestion relief, but throughput could be higher with less diversion to other routes. The I-495 and I-95 projects included major, costly improvements and the private sector seeks a profit. I-66 inside the beltway is not burdened with the need to maximize revenue.
3. Base throughput and congestion relief solely on the interior segment, between Route 7 and Rosslyn, without consideration of queues that extend back from the beltway (westbound) and Potomac River (eastbound). In all the years I have observed I-66, except when there has been disruption from an incident or construction activity, the only segment that experiences congestion (and not just queues from downstream congestion) is between the Dulles Connector and Ballston.
4. Establish the hours during which I-66 is subject to tolling sufficiently broad to cover the weekday periods during which congestion occurs. Whether it's for 2.5-hour peaks or longer, it will be controversial to have a transponder-only requirement. I would prefer an 18-hour or even a 24-hour period, seven days a week, as the time period for I-66 being transponder-only and subject to tolls. The tolls could be not only nominal, but perhaps even zero when traffic flows easily. However, I realize that the public may not be ready for something so extensive. Today, I-66 is congested well before and after the HOV periods. Unless tolling covers those hours, the congestion will increase then. It would be beneficial to establish longer hours, such as between 5 and 11 am, and between 2 and 9 pm. The contraflow direction experiences much shorter periods of congestion. Tolls could be much less, sometimes zero, at some times, especially in the contraflow direction.
5. Establish two or three tolling locations, so as to spread the tolling throughout the congested area. Despite the road widening to date, the most critical segment continues to be between the Dulles Connector and East Falls Church so that, if

- feasible, it would be desirable to have the highest component of the toll here. Most of the time, a secondary component should be added, between East Falls Church and Ballston. A third location, between Ballston and Spout Run, could be helpful if and when too much traffic diverts to the Ballston interchange at Glebe Road, especially eastbound. The segments east of Spout Run and west of the Dulles Connector should remain without tolls, for the being anyway.
6. Establish and publicize a reasonable maximum toll. Specifying a maximum toll of perhaps \$5 could help people decide whether or not to travel I-66 as an LOV, prior to approaching the signs that specify current tolls. Granted, a reasonable maximum toll, combined with HOV-2, will likely result in some congestion in the peak direction. However, I-66 will almost always offer superior travel times relative to other routes. Although a reliable travel time won't be offered, with congestion likely remaining at the bridge and beltway, reliable trip times will be elusive in many cases, no matter how quickly one travels this segment of I-66.
  7. Improve enforcement, but go easy on the ignorant and scofflaws, especially in the beginning. People will need to get accustomed to a transponder-only roadway as well as to HOT. While it's appropriate to collect the toll, fees and penalties should be low, without relentless compounding, especially for first-time offenders.
  8. Cancel the third spot improvement and use those funds to help implement tolling. The third spot improvement has little value. Diverting that funding toward implement HOT here would help unlink the project from future toll revenues.
  9. Devote 100% of the revenues from tolling (net of operating expenses involved in tolling) to measures to increase group-riding and non-motorized travel in the corridor. Do not use toll revenues for expenses such as roadway maintenance or improvements. Although widening I-66 may be advantageous, especially between the first two spot improvements and eastbound between the Dulles Connector and Ballston, toll revenue should not be used to do so.
  10. Consider where the toll revenue is coming from, as well as the merit of the measures, when deciding which measures to increase group-riding and non-motorized travel should receive toll revenues. People who travel I-66 and contribute to the toll revenue are coming from areas both within and outside the Beltway. It would be unfair if pretty much all of the revenues were devoted, for example, to measures benefiting those who live either inside or outside the beltway.

Thank you for the opportunity to comment. Please let me know if you either have questions or need any clarification.

Mark Kellogg ([mhk.kellogg@gmail.com](mailto:mhk.kellogg@gmail.com))

cc: Dennis Leach, Director, Arlington DOT  
Monica Backmon, Executive Director, NVTa  
Kelley Coyner, Executive Director, NVTC