

**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:** October 5, 2018

**SUBJECT:** Regional Funding Project 2018-027-1 Loudoun County (Route 9 Traffic Calming)

---

- 1. Recommendation.** Approval of attached Standard Project Agreement (SPA) 2018-027-1.
- 2. Suggested motion.** I move approval of the proposed Standard Project Agreement 2018-027-1 Loudoun County (Route 9 Traffic Calming), in accordance with NVTAs approved Project Description Sheet as appended to the Standard Project Agreement; and authorize the Executive Director sign on behalf of the Authority.
- 3. Background.**
  - a.** This project was adopted as part of the FY2018-2023 Six Year Program and received FY2019 appropriation approval on October 11, 2018.
  - b.** The attached SPA presented by the Loudoun County is consistent with the project previously approved by the Authority.
  - c.** The attached SPA has been reviewed by the Council of Counsels, who noted that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 2018-027-1

**Coordination:** Council of Counsels

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

Project Name: Route 9 Traffic Calming - Town of Hillsboro

NVTA Project Number: \_\_\_\_\_

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of September, 2018, as between the Northern Virginia Transportation Authority ("NVTA") and Loudoun 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;

A. Recipient Entity's Obligations

Loudoun County shall:

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

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 Loudoun 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 Loudoun County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Loudoun County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Loudoun 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 Loudoun County and provide copies of any such financial records to NVTA, free of charge, upon request.

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

B. NVTA's Obligations

NVTA shall:

- I. Provide to Loudoun 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

4. Route all \_\_\_\_\_ Loudoun 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 \_\_\_\_\_ Loudoun 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 \_\_\_\_\_ Loudoun 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 \_\_\_\_\_ Loudoun County \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ Loudoun County \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review \_\_\_\_\_ Loudoun 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 \_\_\_\_\_ Loudoun 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 \_\_\_\_\_ Loudoun County \_\_\_\_\_ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by \_\_\_\_\_ Loudoun County \_\_\_\_\_. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

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

\_\_\_\_\_ Loudoun 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

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

Loudoun County represents that it is not acting as a partner or agent of NVT; 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.





DRAFT

NVTA FY2018-23 PROGRAM  
Updated April 13, 2018

## Route 9 Traffic Calming

Town of Hillsboro

### Project Description



This project addresses congestion on corridor segment 1/1 of Rt. 7/Dulles Toll Road/Silver Line corridor—a designated NVTA “hot spot”. The project segment supports 16,000 ADT, projected 25,000 ADT by 2038. The project, which has 45% of its total funding secured, is scheduled to begin construction in summer 2018. Securing the balance of funding allows the entire project to be built concurrently and completed in 2020, reducing prolonged negative impacts on commuters, businesses and residents, better accommodating construction MOT and minimizing motorist disruption by building roundabouts first and—leveraging significant economies of scale—saving an estimated \$4 million.

The project provides traffic congestion mitigation, traffic-calming measures and pedestrian safety improvements on the Rt. 9 corridor, which bisects the fastest growing agricultural/recreational tourism economy in Northern Virginia.

**Reference Number:** 2018-027-0

**TransAction ID:** 327

**Submitting Jurisdiction/Agency:** Loudoun County

**Location:** Route 9 Corridor in the historic Town of Hillsboro, from 0.070 miles west of Rt. 719 (Stony Point Road) to Rt. 690N (Mountain Road).

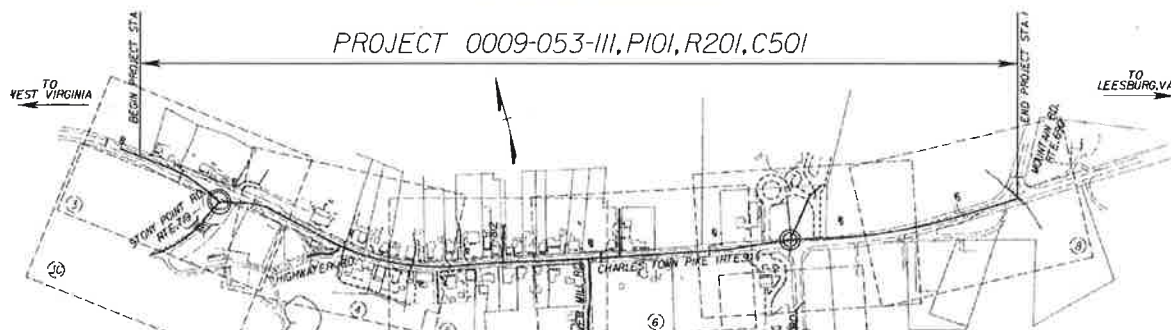
**Requested NVTA Funds:** \$12,112,000

**Total Cost to Complete Project:** \$22,206,000

The project begins 0.070 miles west of Rt. 719 (Stony Point Road) and ends at Rt. 690N (Mountain Road). The project includes the following side streets: Stony Point (from Rt. 9 south 252'), Gaver Mill Road (from Rt. 9 south 250'), Rt. 690S/Hillsboro Road (from Rt. 9 south 455'). The project includes two roundabouts, minimum 4' sidewalks on north and south sides of Rt. 9, streetscaping, pedestrian lighting, raised and at-grade crosswalks, on-street parking, a closed storm sewer system and a shared-use path connecting to existing and planned area trails. Additional improvements include overhead utility burial with duct banks for future data utilities and installation of a new drinking water main, sanitary sewer main and laterals. A September 2012, VDOT Location and Design Public Hearing was held and design features were approved by the VDOT Chief Engineer. The project's Rt. 9 lane-width reduction to 11', in conjunction with the roundabouts (western at Rt. 9/Rt. 719; eastern at Rt. 9/Rt. 690S), raised and at-grade crosswalks and a 25-mph speed within the Hillsboro limits contribute to the overall traffic-calming effect. The Rt. 9/Rt. 690S roundabout replaces an existing traffic signal, providing improved levels of service, adding additional capacity and providing safety benefits compared to the existing traffic signal levels of service improve from 'F' during AM and PM peak, to a LOS 'B' during AM peak and LOS 'E' during PM peak—a reduction in intersection delay of approximately 86% during AM peak and 58% during PM peak. This improvement reduces current corridor congestion and facilitates additional traffic load that will reroute to Rt. 9 via Rt. 690 as a result of the approved Smart Scale Rt. 7/Rt. 690 interchange, now at 50% design.

The project limits also incorporate an approved Transportation Alternatives grant shared-use-path—GapWay Trail—for connectivity to the historic Hillsboro Town Hall, employment centers, civic and educational institutions. The shared-use path on the north side of Rt. 9 extends from the Rt. 9/Rt. 690S intersection east (0.22 mi.) to Mountain Road (Rt. 690N). The GapWay Trail project includes a crosswalk at the eastern entrance to Hillsboro Cemetery and a sidewalk on the south side of Rt. 9 connecting to the roadway project sidewalk.

### Project Location



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

NVTA Project Title: Route 9 Traffic Calming – Town of Hillsboro

NVTA SPA Number: 2018-027-1

Internal NVTA Project Number (leave blank): \_\_\_\_\_

Recipient Entity: Loudoun County

Project Manager Name: Mayor Roger Vance

Joe Kroboth, Director

Phone: 540.486.8001

703-771-5107

email: [MayorVance@gmail.com](mailto:MayorVance@gmail.com)

[joe.kroboth@loudoun.gov](mailto:joe.kroboth@loudoun.gov)

### Table A-1 Project Scope/Schedule Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix A. Describe and provide rationale for changes in scope and/or schedule.

Construction start is now scheduled for the Fall of 2018, a change in the Project description Form from the Summer of 2018. The Rt.9/Rt.690S roundabout replaces two existing traffic signals, not one as stated in the Project Description Form.

### Table A-2 Project Milestone by Phase Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix B. Provide Date of Revision. Any update to Appendix A, Table A-2 requires an update to Appendix B reflecting the changes.

	Project description form		Rev. 1: MM/DD/YYYY		Rev. 2: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering		Completed				
Right of Way		FY 2019				
Construction	FY 2019	FY 2020				
Capital Asset Acquisition						
Other		FY 2020				

	Rev. 3: MM/DD/YYYY		Rev. 4: MM/DD/YYYY		Rev. 5: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering						
Right of Way						
Construction						
Capital Asset Acquisition						
Other						

### RECIPIENT ENTITY

NVTA

Submitted by (Person authorized in the resolution or Transportation Director):

Accepted by:

Signature: 

Name: Tim Hemstreet

Title: County Administrator, Loudoun County

Date: 9/10/18

# APPENDIX B-PROJECT BUDGET & REIMBURSEMENT CASH FLOW SCHEDULE

NVTA Project Number 2018-027-1  
 NVTA Project Title: Hillsboro Rte 9 (Traffic Calming Route 9)  
 Date Prepared: 30-Jul-18  
 Project Sponsor: Loudoun County

Contact Name & Email: Mayor Roger Vance MayorVance@gmail.com  
 Joe Kroboth, joe.kroboth@loudoun.gov

**NOTE 1:**  
 Use this box when updating Appendix B for existing projects:  
 Revision Number: Original 1 2 3  
 Date of Revision: 4 5

**Any update to Appendix B, Table B-2 and B-3 require an update to Appendix A Table A-2 reflecting the changes**

Column A Column B Column C Column D Column E Column F Column G Column H Column I

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVTA Project Funds	Amount of Project Sponsor Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -	\$ -	
Feasibility	\$ 3,600,000	\$ 1,260,000	\$ 740,000	\$ 1,600,000	FHWA
Right-of-Way	\$ 1,700,000	\$ 1,000,000	\$ 700,000		
Construction	\$ 15,014,000	\$ 7,960,000	\$ 6,582,000	\$ 472,000	VDOT TA Grant
Capital Asset	\$ -	\$ -			
Other	\$ 1,892,000	\$ 1,892,000			
<b>Total Estimated Cost</b>	<b>\$ 22,206,000</b>	<b>\$ 12,112,000</b>	<b>\$ 8,022,000</b>	<b>\$ 2,072,000</b>	

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

Project Cost Category	NVTA Previously Reimbursed	Total FY2019 Project Funds	Total FY20XX Project Funds	Total FY20XX Project Funds	FY20XX & Future Project Funds	Cumulative Est Cost Crosscheck
Study						
Feasibility	\$ 1,260,000					
Right-of-Way	\$ 1,000,000					
Construction	\$ 7,960,000					
Capital Asset	\$ -					
Other	\$ 1,892,000					
<b>Total Estimated Cost</b>	<b>\$ 12,112,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,112,000</b>

Table B-2 Cumulative Estimated Cost- Column I MUST Match Table B-1 Column C - Total Estimated Cost Approved NVTA Project Funds

TABLE B-3 QUARTERLY PROJECT REIMBURSEMENT CASH FLOW FOR NVTA FUNDS ONLY

Quarter	NVTA Previously Reimbursed	Total FY2019 Cash Flow	Total FY20XX Cash Flow	Total FY20XX Cash Flow	Total FY20XX Cash Flow	FY20XX & Future Cash Flow	Cumulative Est Cost Crosscheck
September	\$ 700,000						
December	\$ 1,900,000						
March	\$ 3,100,000						
June	\$ 6,412,000						
<b>Total Estimated Cost</b>	<b>\$ 12,112,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,112,000</b>

Table B-3 Total Estimated Cost per Fiscal Year MUST Match Table B-2 Total Estimated Cost per Fiscal Year

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

Project Sponsor (Person Authorized to sign SPA (Director of Transportation))

Northern Virginia Transportation Authority

Northern Virginia Transportation Authority

Signature

Signature

Signature

County Administrator

NVTA Executive Director

NVTA Chief Financial Officer

Title 9/10/18

Date

Date

Date

Please Print name of person signing

Tim Hensstreet

Revision Date: 7/26/2018

## **APPENDIX D-Tax Covenants**

### **TAX COVENANTS (For Bond Funded Projects Only)**

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

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

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

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

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

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

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

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

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

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

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

**RECIPIENT ENTITY**

By: [Signature]  
Name: Tim Hemstreet  
Title: County Administrator  
Date: 9/4/10



A RESOLUTION FOR THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY,  
VIRGINIA

AS AN ENDORSEMENT OF NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
(NVTa) STANDARD PROJECT AGREEMENTS (SPA) FOR PROJECTS IN THE ADOPTED  
SIX YEAR PROGRAM WITH NVTa FUNDING SCHEDULED FOR FY 2019, AND TO BE  
ADMINISTERED BY LOUDOUN COUNTY

WHEREAS, in accordance with the Northern Virginia Transportation Authority (NVTa) Regional (70%) funding allocation procedures, Standard Project Agreements between the Applicant and the Authority are required prior to the start of a project approved by the Authority for funding.

NOW, THEREFORE, BE IT RESOLVED, that the County of Loudoun requests the Northern Virginia Transportation Authority to accept three SPAs from the County, as approved by the Board of Supervisors on September 4, 2018 for the following projects:

2018-027-1 Route 9 Traffic Calming – Town of Hillsboro (\$12,112,000)  
2018-028-1 Dulles West Boulevard Widening (\$47,800,000)  
2018-029-1 Evergreen Mills Road Intersection Realignment (\$14,000,000)

BE IT FURTHER RESOLVED THAT: The Board of Supervisors of the County of Loudoun hereby grants authority for the County Administer to apply for funds and execute project administration agreements, as well as other documents necessary for approved projects with the Northern Virginia Transportation Authority.

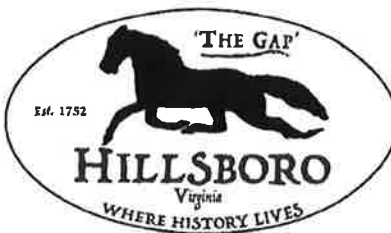
The undersigned Clerk of the Board of Supervisors of Loudoun County, Virginia, certifies that the foregoing Resolution was adopted by the Board of Supervisors on September 4, 2018.

WITNESS my signature and the seal of the Board of Supervisors of Loudoun County, Virginia this 4<sup>th</sup> day of September 2018.



*Clerk, Board of Supervisors of Loudoun, County, Virginia*





**Resolution 2018-07-001: REQUEST LOUDOUN COUNTY AND NORTHERN VIRGINIA  
TRANSPORTATION AUTHORITY TO ENTER STANDARD PROJECT AGREEMENT FOR  
HILLSBORO CONGESTION MITIGATION/TRAFFIC CALMING PROJECT**

**MOTION:** Amy Marasco

**SECOND:** Stephen Moskal

**WHEREAS**, the Northern Virginia Transportation Authority ("NVTA") has approved funding of an application by Loudoun County and the Town of Hillsboro for construction of the Hillsboro Congestion Mitigation/Traffic Calming Project, (ID # \_\_\_\_ ) (the "Project"), that allow completion of design and construction of portions of the Traffic Calming and Multi-modal Trail Network master plans for the Town of Hillsboro, as part of its FY2019 budget; 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 the NVTA; and

**WHEREAS**, Loudoun County is the designated entity authorized to seek and obtain funding from the NVTA for projects in the region that includes the Town of Hillsboro and has agreed to contract with NVTA to facilitate completion of the said Project, in order to ameliorate traffic congestion and dangerous conditions that affect not just the Town but the entire Route 9 corridor within Loudoun County; and

**WHEREAS**, Code Section 33.2-2509 authorizes NVTA to use funds 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 Hillsboro Congestion Mitigation/Traffic Calming Project satisfies the requirements of Virginia Code Section 33.2-2510 and is located within a locality embraced by the NVTA's geographical borders; and

**WHEREAS**, based upon information provided by the Town of Hillsboro and Loudoun County, NVTA has determined that the Project complies with all requirements of the NVTA Act related to used of moneys identified in Code Section 33.2-2500 and all other applicable legal requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Hillsboro hereby requests Loudoun County and the Northern Virginia Transportation Authority to enter into a Standard Project Agreement for Funding the Hillsboro Congestion Mitigation/Traffic Calming Project, Project ID # \_\_\_\_, and hereby authorizes the Mayor, Vice Mayor, Town Recorder, Town Attorney, and other officers of the Town, as necessary and appropriate, to sign and submit applications, agreements and reimbursable invoices in order to execute the necessary documentation of the Town's commitments in supporting and administering the completion of the Project as approved by the NVTA and the County; providing for submission of reimbursement requests through Loudoun County for review and approval and payment by NVTA and receipt and distribution by Loudoun County of NVTA funds to the Town, in accordance with the agreements and procedures put in place to govern the same, to include the Town, in its capacity as manager of this NVTA-funded Project, as an official recipient of all correspondence and communications between NVTA and Loudoun County related to the Project.