

**REVISED**



**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
*The Authority for Transportation in Northern Virginia*

**Thursday, July 24, 2014**

**7:00 pm**

**3060 Williams Drive (Ste 510), Fairfax, VA 22031**

**AGENDA**

- I. Call to Order** Chairman Nohe
- II. Roll Call** Ms. Speer, Clerk
- III. Minutes of the May 8, 2014 Meeting**  
*Recommended action: Approval [with abstentions  
from those who were not present].*

**Presentation**

- IV. VDOT HB599 Ratings & Evaluation Study** Mr. Srikanth, VDOT

**Consent Agenda**

*Recommended action: Approval of items V – IX [which includes the recommendations  
for each item].*

- V. Project Agreement for VRE – Regional Funding Project 997-14-007-1-06  
(VRE Gainesville – Haymarket Extension Project Development)**  
*Recommended action: Approval of project agreement.*
- VI. Project Agreement for Loudoun County– Regional Funding Project 107-14-008-2-01 (Leesburg Park and Ride)**  
*Recommended action: Approval of project agreement.*
- VII. Project Agreement for the Loudoun County – Regional Funding Project 107-14-009-3-03 (Route 28 Hot Spot Improvements – Loudoun Segment)**  
*Recommended action: Approval of project agreement.*
- VIII. Project Agreement for the Loudoun County – Regional Funding Project 107-14-010-1-01 (Loudoun County Transit Buses)**  
*Recommended action: Approval of project agreement.*

**IX. Project Agreement for Loudoun County – Regional Funding Project 107-14-011-1-02 (Belmont Ridge Road Route 659 North of Dulles Greenway Widening)**

*Recommended action: Approval of project agreement.*

**Additional Action Items**

**X. Approval of Project Implementation Working Group FY15-16 Two Year Program Development Schedule** Chair Nohe

*Recommended action: Approval of SYP FY15-16 Schedule.*

**XI. Approval of MOA Between NVTa, VDOT and DRPT**

Chair Euille, Financial Working Group

*Recommended action: Approval of MOA.*

**XII. Approval of Jurisdiction and Agency Coordinating Committee Chair**

Ms. Backmon, Executive Director

*Recommended action: Approval of JACC Chair.*

**XIII. Approval of Technical Advisory Committee Member**

Ms. Backmon, Executive Director

*Recommended action: Approval of TAC Member.*

**XIV. Approval of RSTP Reallocation Requests for Prince William County**

Ms. Dominguez, Vice-Chair, JACC

*Recommended action: Approval of RSTP Reallocations.*

**XV. Approval of CMAQ Reallocation Requests for the City of Alexandria**

Ms. Dominguez, Vice-Chair, JACC

*Recommended action: Approval of CMAQ Reallocations*

**Discussion/Information**

**XVI. Finance Committee Report**

Vice-Chair Hynes

**XVII. Technical Advisory Committee Report**

Ms. Judy, TAC

**XVIII. JACC Approval of Reallocation of RSTP Funds for the City of Falls Church**

Ms. Dominguez, Vice-Chair, JACC

**XIX. JACC Approval of Reallocation of CMAQ Funds for the City of Alexandria**

Ms. Dominguez, Vice-Chair, JACC

**XX. NVTa Revenue Receipts Report**

Mr. Longhi, CFO

<b>XXI.</b>	<b>NVTA Operating Budget Report</b>	Mr. Longhi, CFO
<b>XXII.</b>	<b>Financial Working Group Report</b>	Chair Euille
<b>XXIII.</b>	<b>Project Implementation Working Group Report</b>	Chair Nohe
<b>XXIV.</b>	<b>Executive Director's Report</b>	Ms. Backmon, Executive Director
<b>XXV.</b>	<b>Chairman's Comments</b>	Chair Nohe

### **Closed Session**

**XXVI. Closed Session**

### **Adjournment**

**XXVII. Adjournment**

### **Correspondence**

- 70% Funding Question Response
- 30% Funding Question from Falls Church and Response
- 30% Funding Question from City of Fairfax and Response
- NVTA Letter to Governor McAuliffe on Budget Deliberations
- Silver Line Opening Invitation
- VRE Groundbreaking for Potomac Shores Station

### **Next Meeting: September 11, 2014 – 7:00 pm**

3060 Williams Drive (Suite 510)  
Fairfax, Virginia

### **NVTA IS MOVING!**

**New address on or about October 5, 2014:**  
**3040 Williams Drive, Suite 200**  
**Fairfax, VA 22031**

**Northern Virginia Transportation Authority**  
**3060 Williams Drive (Suite 510)**  
**Fairfax, VA 22031**  
[www.TheNovaAuthority.org](http://www.TheNovaAuthority.org)



# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

*The Authority for Transportation in Northern Virginia*

III

Thursday, May 8, 2014

7:00 pm

3060 Williams Drive (Ste 510), Fairfax, VA 22031

## MEETING MINUTES

### **I. Call to Order**

Chairman Nohe

- Chairman Nohe called the meeting to order at 7:06pm.

### **II. Roll Call**

Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Board Member Hynes; Chairman York; Chairman Bulova; Mayor Parrish; Mayor Silverthorne (arrived 7:08pm); Council Member Rishell; Council Member Snyder; Delegate Minchew; Ms. Bushue; Mr. Garczynski.
- Non-Voting Members: Mrs. Cuervo; Mr. Page, Mayor Umstattd.
- Staff: John Mason (Interim Executive Director); Denise Harris (Program Coordinator); Keith Jasper (Program Coordinator); Michael Longhi (CFO); Camela Speer (Clerk); Peggy Teal (Accountant); various jurisdictional staff.
- Chairman Nohe welcomed Delegate Minchew to the Authority. Delegate Minchew commented that it was an honor to be appointed to be a member of the Authority.

*(Mayor Silverthorne arrived.)*

- Chairman Nohe congratulated Mayor Silverthorne for winning re-election in the City of Fairfax.
- The Authority members wished Chairman Nohe a happy birthday.

### **III. Minutes of the April 17, 2014 Meeting**

- Chairman York moved to approve the minutes of April 17, 2014; seconded by Chairman Bulova. Motion carried with nine (9) yeas and two (2) abstentions [with Mayor Parrish and Delegate Minchew abstaining as they were not at the April meeting].

## Consent Agenda

### **IV. Project Agreement for PRTC – Regional Funding Project 998-14-002-1-06 (PRTC New Gainesville Service Bus)**



- V. **Project Agreement for the Town of Herndon – Regional Funding Project 384-14-003-1-01 (Herndon Parkway Intersection Improvements at Van Buren Street)**
- VI. **Project Agreement for the Town of Herndon – Regional Funding Project 384-14-004-1-01 (Herndon Metrorail Intermodal Access Improvements)**
- VII. **Project Agreement for the Town of Herndon – Regional Funding Project 384-14-005-1-03 (Herndon Parkway Intersection Improvements at Sterling Road)**
- VIII. **Project Agreement for Prince William County – Regional Funding Project 153-14-006-1-08 (Route 1 from Featherstone Road to Marys Way)**
- Chairman York moved approval of the consent agenda to include the specific motions in items IV - VIII; seconded by Mayor Parrish. Motion carried unanimously.

### **Additional Action Items**

- IX. **Funding of Matched Reserve** Chairman York, Chair, Finance Committee
- Chairman York introduced the Funding of Matched Reserve item. He stated that it has been recommended by the staff that in order to fund the matched reserve, on a temporary basis, we temporarily transfer funds allocated to three PayGo projects:
    - ✓ \$6.2 million from Columbia Pike Multimodal.
    - ✓ \$13.5 million from Belmont Ridge Road.
    - ✓ \$13.5 million Innovation Center Metrorail Station.
  - He noted that all the jurisdictions have concurred with this proposal, assuming that we stay on our timeline and that funds are returned to the projects by September 30, 2014.
  - Chairman York moved that the Authority temporarily allocate a portion of its year end receipts of FY2014 funds not immediately needed to match the projected expenditures of certain FY2014 PayGo projects to fund the matched reserve required for the line of credit financing. The amounts used to fund the matched reserve are anticipated to be replaced by FY2014 funds and will be available for such FY2014 PayGo project expenditures by September 30, 2014. The cash flow management allocations do not in any way change the project approvals or priorities. Based on discussions with the affected member jurisdictions, the following projects [cited in staff report] are not expected to require the full amount of their FY2014 PayGo funding by September 30, 2014 and the jurisdictions have agreed to the temporary reallocation as presented; seconded by Board Member Hynes.

- Chairman Bulova added that Fairfax County concurs and that this is something that all jurisdictions do, which is to release funds when they are needed for a project. This will pace the expenditure requirements. With the understanding that this will not delay any projects, Fairfax is supportive.
- Chairman Nohe clarified that this is basically a cash flow management issue. Mr. Longhi confirmed that it is.
- Motion carried unanimously.

**X. Planned Use and Commitment of FY2014 Regional Revenue Balance**

Chairman York, Chair, Finance Committee

- Chairman York briefed the Planned Use and Commitment of FY2014 Regional Revenue Balance item. He stated that it has been recommended by staff that the Authority approve this policy to allocate the available FY2014 funds for the purposes indicated and to be sure all funds have an allocation.
- Chairman York moved that the Authority designate any available June 30, 2014 balances of the FY2014 70% Regional Revenue for the purposes of:
  - a) The debt service reserve for the Line of Credit.
  - b) Payment of any debt service due on draws on the Line of Credit.
  - c) Initial funding of the Working Capital Reserve as created by the Authority Debt Policy with a classification noting the revenues as FY2014 70% Regional Revenues
  - d) Use for projects as may be determined by the Authority.
- Seconded by Board Member Hynes. Motion carried unanimously.

**XI. FY2015 Revenue Estimates**

Chairman York, Chair, Finance Committee

- Chairman York presented the FY2015 Revenue Estimates proposed for FY2015 and projected for FY2016. He highlighted:
  - ✓ The TOT [Transient Occupancy Tax] and Grantors Tax are steadily rising.
  - ✓ For FY2015 we are forecasting a softening of the sales tax.
  - ✓ The projected 70% for FY2015 is approximately \$1 million less than what we had adopted for FY2014.
- Chairman York moved that the Authority adopt the FY2015 revenue estimates; seconded by Board Member Hynes.
- Chairman Nohe asked for clarification on when this projected revenue is coming in. Mr. Longhi replied that it is FY2015, so taxable transactions that occur starting July 1, 2014. Chairman Nohe further clarified that this is a FY2015 revenue projection that we are scaling back on, it does not affect FY2014. Chairman York confirmed that is correct.
- Mr. Garczynski stated that the FY2014 numbers were slightly off. He asked if Mr. Lawson [VDOT] had provided input for the revenue projections. Mr. Longhi replied he had not, that jurisdictional input was used. Mr. Longhi

added that Mr. Lawson had forwarded the state projections and that the [NVTa] FY2015 and FY2016 projections were less than the state projections.

- Motion carried unanimously.

## **XII. FY2015 Budget**

Mr. Mason, Interim Executive Director

- Mr. Mason presented the proposed FY2015 Budget. He noted:
  - ✓ This is the first time that there are three components to the budget presented.
  - ✓ Followed budget parameters approved previously by Authority with one exception. The 70% interest earnings of approximately \$52,500 have not been applied to the budget based on advice of Counsel.
  - ✓ Carryover from this year's budget is estimated at \$270,000.
- Mr. Longhi explained that both the 30% and 70% Funds need to have a budget on July 1, 2014.
  - ✓ 30% budget. Reflects expenditure authority for NVTa to disperse the funds as they come in.
  - ✓ 70% budget. While a template has been provided to meet the July 1, 2014 requirement, the 70% budget will come into fruition as we accrue the next round of projects and start to assign 70% revenue. 70% budget at this point is a placeholder. Through the project selection and approval process, we will determine the reserve, the PayGo levels and any financing programs.
- Chairman York asked about the proposed cost for the office lease. Mr. Mason responded that we have just received the parameters for the lease and will be reviewing with Ms. Backmon early next week. Chairman York asked if we know what the costs will be. Mr. Mason responded that we have not yet fully analyzed the numbers. Chairman York asked why FY2015 was projected at \$50,000 and FY2016 at \$100,000. Mr. Mason responded that we will have free rent for a period of time in the new location which will affect the FY2015 cost.
- Chairman York moved approval of the proposed FY2015 Authority Budget comprised of the FY2015 Operating Budget, FY2015 30% Funds Budget and FY2015 70% Regional Revenue Budget; seconded by Chairman Bulova.  
Motion carried unanimously.

## **Discussion/Information**

## **XIII. Finance Committee Report**

Chairman York, Chair, Finance Committee

- No verbal report.

- Chairman Nohe introduced TAC Chair Boice.
- Mr. Boice presented the TAC Committee report. He explained that there was a discussion on the definition of benefits as it applies to the legislation. Added it is not necessarily clear as to what that means, but given the spirit of the legislation it is critical to look at regional and long-range plans as benefits to the region, not just to jurisdictions. He highlighted key points from the TAC discussion.
  - ✓ Benefits cannot be equated to revenues generated or attributed to each jurisdiction.
  - ✓ Suggested utilization of models available. Estimation of benefits should take advantage of ongoing analyses and existing models.
  - ✓ Minimum time period for the estimation of benefit accruing to each jurisdiction should be at least six years. Anything shorter than that is hard to quantify.
  - ✓ Benefits may have a positive impact over multiple jurisdictions.
- Mr. Boice concluded that future conversations will:
  - ✓ Review the findings of VDOT's HB599 study.
  - ✓ Review current practices for monitoring traffic congestion.
  - ✓ Support the development of the scope of work for the update of the TransAction 2040 long range plan.
- Mr. Garczynski asked about the TAC recommendation that methodology should embrace both highway and transit. He noted that transit was not rated in this year's VDOT process and asked if the TAC is recommending that this be done in the future. Mr. Boice responded affirmatively.
- Board Member Hynes commented that the definition of benefit is of great concern to the members of the Authority as well as staff and TAC. She asked how the Authority envisions working through this really complicated regional conversation and developing key principals. Suggested staff may need to come back to Authority with a recommendation.
- Mr. Biesiadny stated that the definition of benefit was included in the scope of work for the FWG. FWG and Council of Counsels are discussing this. Some of the issues raised by Mr. Boice about the timeframe that benefit is measured and how benefit is measured are being discussed at the staff level, both technical staff and attorneys. HB2313 has many specific requirements and the FWG wants to be sure to honor those requirements as the recommendation is being prepared. FWG will present a formal recommendation to the Authority in a few months. Will take into account the input from the TAC.
- Board Member Hynes added that this is one of the really important questions and that the Authority should engage in the intellectual work on this, not just staff or TAC.
- Mayor Parrish agreed and added that we need to figure out the definition of benefits and what it means to the individual jurisdictions and within the context of the legislation. Agreed members of the Authority need to be involved in that conversation. Suggested there be a strategic planning

process/meeting. NVTa can and should be a difference maker in Northern Virginia.

- Chairman Bulova concurred and added that this is also a legal question and gets to the heart of the legislation. It is important that the Authority have a chance to get engaged in this discussion, and not just at the staff level.
- Council Member Rishell asked if there would be any benefit to NVTa members attending the TAC meetings. Mayor Parrish stated we can all learn from everybody, but certainly the input of the TAC is a piece of what we should be listening to.
- Council Member Rishell expressed concerned that this is being shaped in the TAC and that members need to be part of that shaping. Mr. Boice responded that TAC meetings are open and welcomed members to attend.
- Mr. Biesiadny suggested that as staff works through this they expect to come back to the Authority with various options and to explain the positives and negatives of various ways of measuring benefit. This could be presented in such a way that the Authority could have a work session and get into the issue. Staff can provide support for that.
- Board Member Hynes asked Ms. Backmon to bring a plan for this to the Authority. Need to engage in this issue before the end of the calendar year. Need a way to balance both our participation and getting good advice from our advisors. She expressed concern about going to an advisory group meeting, as this sometimes changes the conversation and does not get the advice sought.
- Mr. Garczynski added that this is a sensitive area. We want to raise the profile of TAC, but we have to be sure it does not get too influenced by a group of Authority members attending. Ms. Backmon agreed.
- Chairman Nohe stated that this needs be resolved sooner than the end of the calendar year. This is going to be critical to the development of the Six-Year Plan. The TAC is recommending that benefit be defined over a minimum of six years, so need to have an understanding of how this definition is going to work as plan is developed. This will impact the expectations that jurisdictions should have for receiving benefit in the out years. For example, if a project is clearly to the benefit of Loudoun County and it absorbs a large amount of their long term benefit, it will affect the out years of the plan.
- Chairman Nohe asked Ms. Backmon to draft a work plan for this summer that incorporates the recommendations of the Long Term Benefit Subcommittee, the JACC and the TAC to present options for consideration so that the Authority can incorporate a policy decision into the adoption of the Six-Year Plan. Ms. Backmon agreed.
- Mayor Umstattd asked if the TAC is proposing to superimpose over VDOT's weighting criteria another super criteria, trying to redefine what VDOT's criteria says would qualify a project for funding. Mr. Boice responded no, that we will take what VDOT provides and incorporate it into the benefits for the region. VDOT has jurisdiction over the Commonwealth while the NVTa is looking at the region. TAC will not countermand what VDOT proposes for a Six-Year Plan, but rather incorporate it into our plan.

- Mayor Umstattd noted that the legislation directs the counties to look out for the towns. She asked if TAC's defining of benefits in a certain way could undermine or countermand what the Authority has generously agreed to when interpreting that legislative mandate and way of looking at point of sales for sales tax revenues and grantors tax. Mr. Boice responded it would not.
- Mayor Parrish stated that there are many pieces to this undertaking and there are a lot of people watching, including the legislature. Within this process we need to accomplish the work we need to do. He noted that while benefit is important, the Authority needs to have a specific focus on identifying projects of the greatest regional significance. This is a challenge as each member represents their jurisdiction, but as a body must look at things from a regional perspective.
- Chairman Nohe affirmed that these two requirements sometimes seem at odds with one another. We need to choose the projects with the most regional significance, and we need to allocate resources based on benefit to jurisdictions.
- Chairman York added that this is going to be a challenge. There is an expectation that the 70% is going to be 70% going back to each jurisdiction. That is not necessarily the case. A project in one jurisdiction can totally benefit another jurisdiction and this is where the regional planning comes from. The Authority needs to be able to explain that.
- Delegate Minchew noted the HB 2313 did not contain a precise definition of how the Authority should determine the proportional "long-term benefits" due to each locality and encouraged the Authority make these determinations with a strong eye toward regionally-significant rather than locally-serving projects. He referenced a General Assembly discussion at that time as to whether or not the statute provided enough guidance on this "benefits" question and encouraged the Authority to apply a rule of reason such that General Assembly would not have to enact more-definitive statutory language that might take away flexibility. Chairman Nohe concurred and added that this body has a long history of making decisions by consensus. The good news is that once the Authority comes to a consensus about what these definitions are, they become highly defensible definitions because the entire region agrees.
- Mr. Garczynski stated that when considering the regional umbrella, prioritization will be paramount. Most MPOs come before the CTB with only a few projects - perhaps four or five - identified as regionally significant. With so many [NVT] jurisdictions represented, the regional priorities become greater, with perhaps 10 - 12 projects.
- Council Member Snyder suggested that we are different than other MPOs. The Authority has a way of figuring things out and coming to a mutually agreeable approach.

**XV. JACC Approval of Reallocation of RSTP/CMAQ Funds for Town of Vienna**  
 Ms. Backmon, Chair, JACC

- No verbal report.

- XVI. Status of MOAs** Mr. Mason, Interim Executive Director
- Mr. Mason stated that there are currently six jurisdictions receiving 30% funding.
- XVII. NVTa Revenue Receipts Report** Mr. Longhi, CFO
- No verbal report.
- XVIII. NVTa Operating Budget Report** Mr. Longhi, CFO
- No verbal report.
- XIX. General Ledger Accounting System** Mr. Longhi, CFO
- No verbal report.
- XX. Financial Working Group** Chair Euille
- No verbal report.
- XXI. Project Implementation Working Group** Chair Nohe
- No verbal report.
- XXII. Executive Director's Report** Mr. Mason, Interim Executive Director
- Mr. Mason stated it has been a great pleasure to work with the Authority.
  - Mr. Mason added that this report is to share with the Authority and Ms. Backmon what has been accomplished over the last several months. He noted that much that has been accomplished has been a result of the collaboration between the staff and the working groups.
- XXIII. Chairman's Comments**
- Chairman Nohe asked Ms. Backmon to look at the possibility of moving the monthly Authority meetings back to NVRC meeting nights. Ms. Backmon replied affirmatively. Chairman York added that Mr. Gibbs is amenable to working with the NVRC members to consider having the NVRC meetings first, followed by the NVTa meeting. Board Member Hynes added that this would be helpful as METRO meetings are held on the same Thursday.
  - Chairman Nohe thanked Mr. Mason for his service. He recalled that seven years ago the NVTa went from being a tiny, little known planning body to a well-funded transportation and construction agency. We were in need of wise leadership and counsel to guide us through the process of proving that we

deserved to control that funding. The man who stepped up to the plate to help us at that time was our own John Mason, someone that many of us knew at the time and had his own history with this organization at its earliest days. He served us well. Sadly, a few months later on February 29 he notified Chairman Zimmerman that he was recommending that the NVTa terminate his employment [as the Virginia Supreme Court had ruled that funding mechanism was unconstitutional so there would be no funding]. He then stayed long enough to return the monies collected. Chairman Nohe continued noting that six years then passed and the Authority found itself with déjà vu all over again and in looking for administrative and management leadership went to the same wise counsel, John Mason. The Authority had a discussion [about hiring Mr. Mason] and Chairman Nohe called John and said “I need a favor” and he said “yes” before he [Nohe] even got the question all the way out. Chairman Nohe stated that he speaks for many here, “Working with you now, John, the second time, has been a great pleasure for me. I personally appreciated your leadership, your recommendations, your counsel, your wisdom, your friendship. And, I’d like to think that I have learned a great deal from you over the last several months about how to lead an organization like this.” Chairman Nohe added, “If you like some of the things I have done as Chairman over the last eight months, you have in large part John Mason to thank for helping me stay on the right path.”

- Chairman Nohe presented Mr. Mason with a certificate of appreciation from the Authority. He added, “I know you have a box of these, but this is the right token as nothing we could give you would be sufficient to thank you for the service you have provided us. I mean that from the bottom of my heart.”
- Mayor Parrish added “thank you”.
- Chairman Bulova added her thanks and that John had been heroic stepping into a complicated and weighty organization, starting from its infancy and helped make that happen. It came back again from the ashes and once again, he brought it up on its feet. We have a lot to thank you for. Thank you for being willing to do that.
- Mr. Mason said that he was pleased when the Chairman called to ask him to do this again. He noted it was discouraging to turn out the lights and refund the money. He added that he looked at this as a second opportunity to get this thing right and hang onto the money. Mr. Mason stated he was very pleased to be given the opportunity and appreciated it.
- Council Member Snyder added that he worked with John in the TCC days and John is the only person that he has encountered who is a manager, a public official and a visionary, all three and that he pulls it off extremely well. We are here because of Mr. Mason.

### **Adjournment**

#### **XXIV. Adjournment**

- Meeting adjourned at 7:51pm.





## **Evaluation and Rating of Significant Transportation Projects in NoVA**

### **Basic Project Evaluation and Rating**

NVTA – July 24, 2014

## Briefing Outline

- **Basic Ratings – Purpose**
- **Methodology / Assumptions**
- **Basic Ratings – Performance Measures**
- **Basic Ratings – 2020 and 2040**
- **Next Steps**

## Basic Evaluation and Rating - Purpose

- Addresses the difference in the schedules for the HB 599 Study and NVTA's Six Year Program Development
- Basic / high-level rating will enable NVTA to begin development of its Six Year program (2 years)
- These ratings are based on the results of regional level analysis using the TPB travel demand model
- Traditional travel demand models (like TPB model) are not sensitive to small, traffic operational improvements
- Demand model outputs feed into the more detailed analysis and rating using operational simulation models
- The detailed operational ratings distributed in December may differ from the basic rating for some projects

## Basic Analysis Methodology

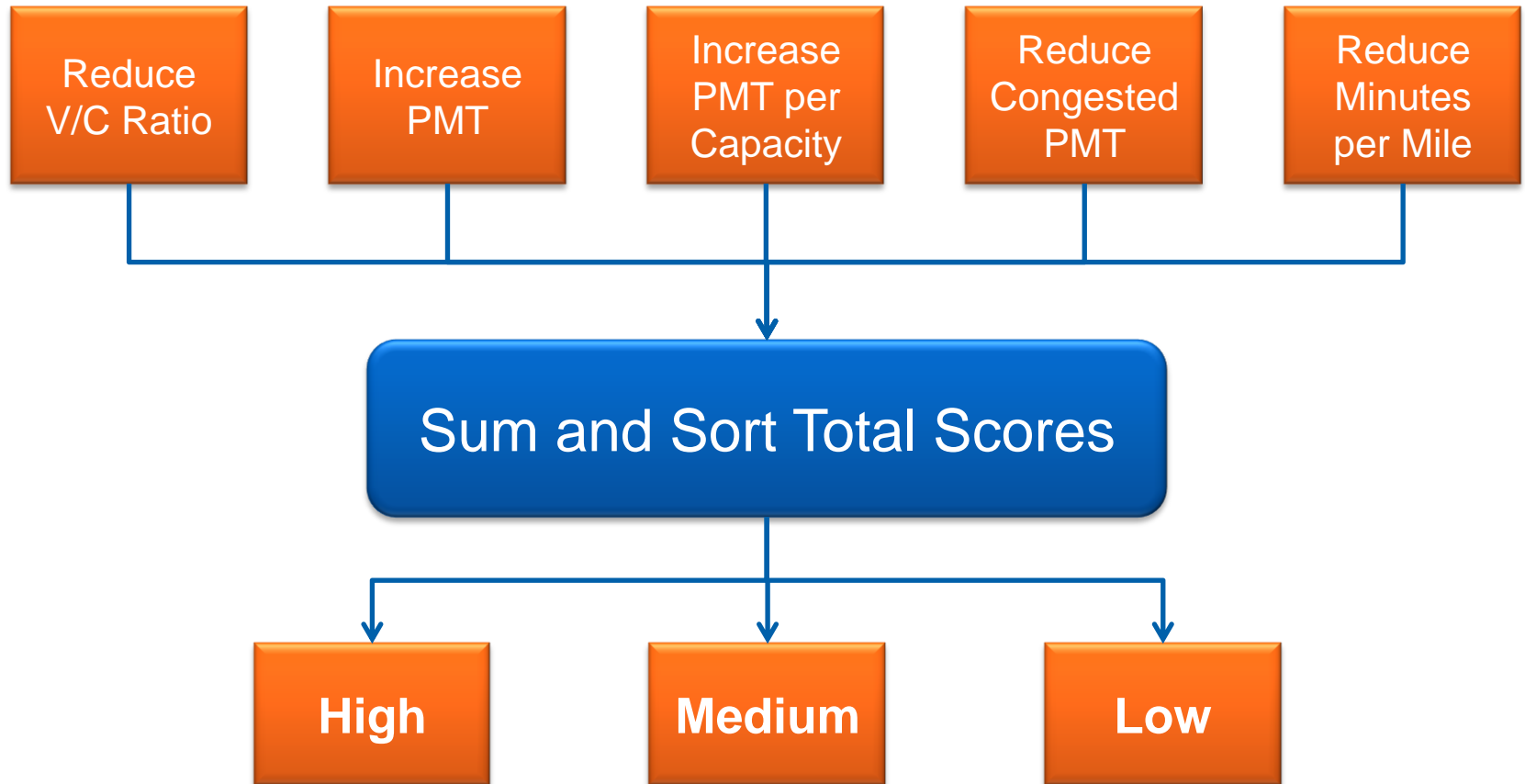
- **Use the COG/TPB Regional Travel Demand Model**
  - Full runs of the TPB Version 2.3.52 model
  - Highway and Transit networks as in currently adopted 2013 CLRP
  - Land Use as in the adopted Round 8.2 Cooperative Forecasts
- **Modify the TPB model (speeds and capacities) for projects that focus on traffic operational improvements**
- **Calculate the project's impact using 5 specific performance measures**
- **Project's impact calculated by measuring the difference in performance measures with and without the project**
- **Basic ratings provided as High, Medium, Low**

## Performance Measures for Basic Ratings❖

- **Calculated on the Roadway being improved**
    - Reduce the maximum peak period V/C ratio on the project facility
    - Increase the daily person miles of travel (PMT) on the project facility
    - Increase the PMT per Capacity increase on the project facility
  - **Calculated over an Area experiencing the greatest impact**
    - Reduce the total congested PMT in the project impact area
    - Reduce the minutes of travel time per mile in the project impact area
- ❖ *These performance measures are used for the Basic Rating only; the Detailed Rating will use a different set of measures, previously reviewed by the NVTB and CTB members.*

## Rating Process

Measure Change in Metric Due to the Project



Assign 1/3 of Projects to each Rating based on Total Score

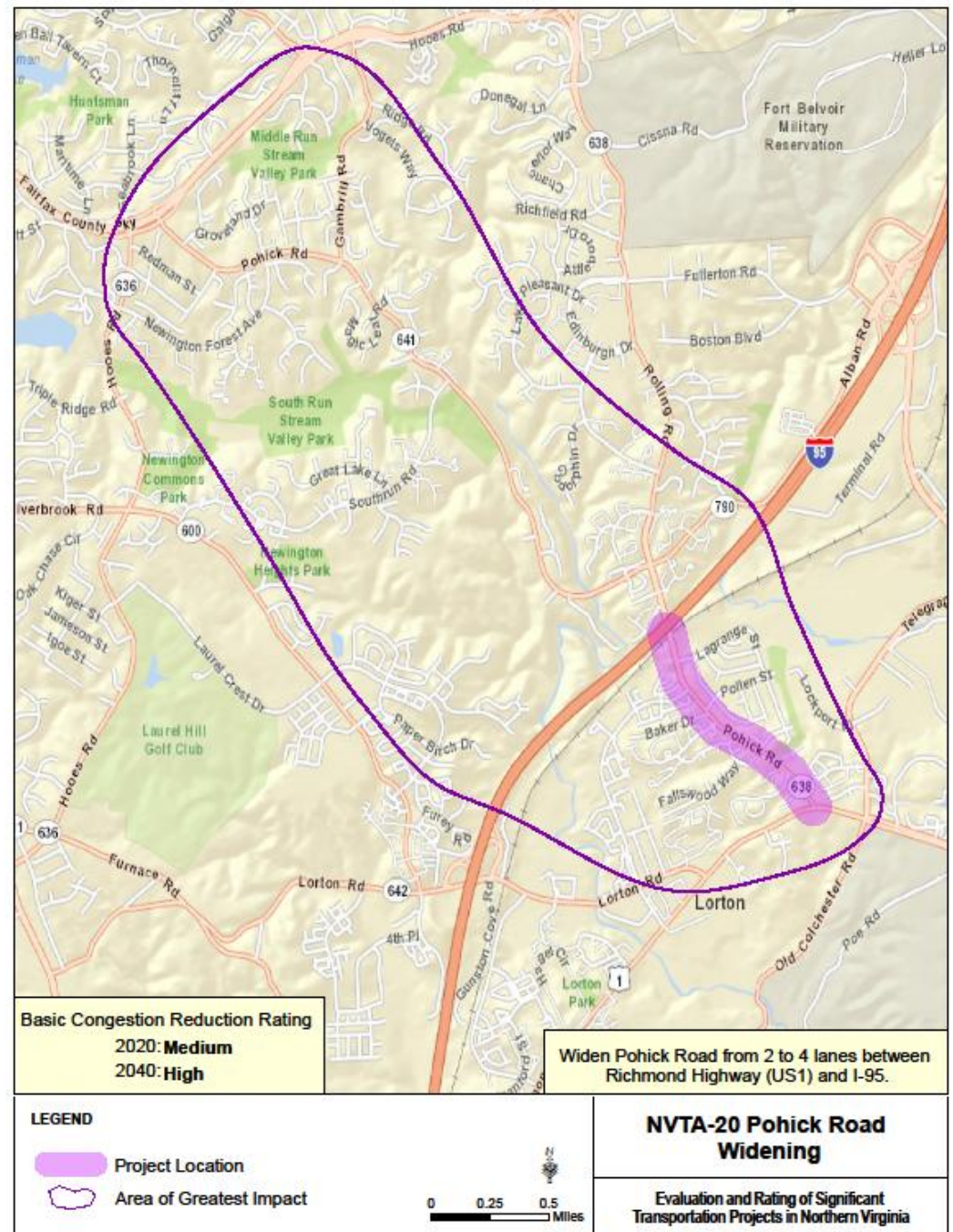
# Basic Project Ratings based on Total Scores

Project Name (* = new facilities)		Location	2020 Rating	2040 Rating
NVTA-1	Columbia Pike Multimodal Streets	Arlington	Low	Low
NVTA-2	Rolling Road Widening	Fairfax	High	High
NVTA-3	US 29 Widening	Fairfax	Medium	Medium
NVTA-4	Braddock Road Widening	Fairfax	Low	Medium
NVTA-5	South Van Dorn St & Franconia Rd Interchange	Fairfax	High	High
NVTA-6	Frontier Dr Extension*	Fairfax	Low	Low
NVTA-7	Fairfax County Pkwy Improvements	Fairfax	High	High
NVTA-8	Belmont Ridge Rd	Loudoun	Low	Low
NVTA-9	Loudoun County Parkway*	Loudoun	High	High
NVTA-10	Route 7 Bridge Widening	Fairfax	Medium	Medium
NVTA-11	US 1 Widening and Relocation - Dumfries	Dumfries	High	High
NVTA-12	US 1 Widening - Fairfax	Fairfax	High	Medium
NVTA-13	Route 15 Bypass/Edwards Ferry Road Interchange	Leesburg	Medium	Low
NVTA-14	Northfax Intersection (US29/50 @ VA123)	City of Fairfax	Low	Low
NVTA-15	Jermantown/US 50 Roadway Improvements	City of Fairfax	Low	Low
NVTA-16	Frying Pan Road Widening	Fairfax	Low	Medium
NVTA-17	Kamp Washington Intersection (US 50/29 @ VA236)	City of Fairfax	Medium	Low
NVTA-18	Real-Time Adaptive Traffic Control & Management	Alexandria	Medium	Medium
NVTA-19	Glebe Rd Corridor ITS Improvements	Arlington	Medium	Medium
NVTA-20	Pohick Road Widening	Fairfax	Medium	High
NVTA-21	Shirley Gate Road Extension*	Fairfax	Low	Low
NVTA-22	Northstar Blvd Extension*	Loudoun	High	High
NVTA-23	Route 7/690 Interchange	Loudoun	High	High
NVTA-24	Route 234/Grant Avenue Reconstruction	Manassas	Low	Medium
NVTA-25	Main St & Maple Ave Intersection	Purcellville	Low	Low
NVTA-26	Route 7/Battlefield Pkwy Interchange	Leesburg	Medium	Medium
NVTA-27	East Elden Street Widening	Herndon	Medium	Low
NVTA-28	Route 1 Widening - Prince William	Prince William	Medium	High
NVTA-29	Route 15 Widening	Prince William	Low	Medium
NVTA-30	Route 28 Widening - Fairfax	Fairfax	High	High
NVTA-31	Route 28 Widening - Prince William	Prince William	Medium	Low
NVTA-32	Route 28 - Godwin Drive Extension*	Manassas/PW	High	High
CTB-1	Route 294 (PW Pkwy) Grade Separation	Prince William	High	Medium
CTB-2	Route 7 Widening	Fairfax	High	High
CTB-3	I-395 Southbound Widening	Alexandria	Low	Low
CTB-4	Fairfax County Pkwy - I-95 to US1	Fairfax	High	High
CTB-5	Fairfax County Pkwy - I 95 to US 1 (County Alt)	Fairfax	Medium	Medium



# Project Summary Map Highlights

- Project location
- Description of the project
- Area of greatest impact
- Basic Congestion Reduction Rating – 2020 and 2040





## Next Steps

- June 19 – Preliminary Evaluation and Ratings Review By Stakeholders Jurisdiction Representatives
- June 26 – Review responses to stakeholder suggestions for changes to performance measures and rating methods
- June 25-27 – met with each jurisdiction to review project coding and analysis methods
- June 27 – July 8 - Update the 2020 ratings (response to comments) and add the 2040 ratings
- July 11 – NVTa-PIWG – review ratings
- July 16 – NVTa-TAC meeting – review ratings
- **July 24 – NVTa meeting – present basic project ratings**
- **November 2014 – draft detailed ratings available**
- **December 2014 – publish detailed ratings**



*Questions / Comments*

**THANKS!**

Evaluation of Transportation Projects in Northern Virginia Transportation District  
Basic Project Evaluation and Rating  
NVTA – July 24, 2014

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** July 24, 2014

**SUBJECT:** Regional Funding Project 997-14-007-1-06 (VRE Gainesville-Haymarket Extension Project Development)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 997-14-007-1-06.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 997-14-007-1-06 (VRE Gainesville – Haymarket Extension Project Development), 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 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by the NVTC/PRTC as joint owners/operators of VRE is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 997-14-007-1-06

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
NVTC/PRTC as joint owners/operators of VRE ("VRE")  
(Recipient Entity)**

NVTA Project Number: 997-14-007-1-06

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 NVTC/PRTC as joint owners/operators of VRE ("VRE") (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 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(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 15.2-4838.01 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 15.2- 4838.1;

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

WHEREAS, Section 15.2-4838.1 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 15.2-4838.1;

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, \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_'s application for funding and has approved \_\_\_\_\_ VRE \_\_\_\_\_'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by \_\_\_\_\_ VRE \_\_\_\_\_, 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 15.2-4838.1.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 \_\_\_\_\_ VRE \_\_\_\_\_ to finance the Project;

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

                    VRE                     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 15.2-4838.1(A) and 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                     VRE                     to advance the Project to the next phase until the current phase is completed. In any circumstance where                     VRE                     seeks to advance a Project to the next phase using NVTAs funds,                     VRE                     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                     VRE                     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, \_\_\_\_\_ VRE \_\_\_\_\_ further recognizes that NVTa's reimbursement to \_\_\_\_\_ VRE \_\_\_\_\_ 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. \_\_\_\_\_ VRE \_\_\_\_\_ 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, \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_.
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. \_\_\_\_\_ VRE \_\_\_\_\_ 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. \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_'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 \_\_\_\_\_ VRE \_\_\_\_\_ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, \_\_\_\_\_ VRE \_\_\_\_\_ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by \_\_\_\_\_ VRE \_\_\_\_\_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 \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_; 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 \_\_\_\_\_ VRE \_\_\_\_\_ misapplied or used in contravention of Sections 15.2-4829 *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 \_\_\_\_\_ VRE \_\_\_\_\_'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 \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_ 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, \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_.

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

B. NVTA's Obligations

NVTA shall:

- I. Provide to \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_'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 \_\_\_\_\_ VRE \_\_\_\_\_. 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 \_\_\_\_\_ VRE \_\_\_\_\_ 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 \_\_\_\_\_ VRE \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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

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

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

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;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to \_\_\_\_\_ VRE \_\_\_\_\_, to the attention of Doug Allen, CEO  
1500 King Street, Suite 202  
Alexandria, VA 22314 (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

VRE 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: \_\_\_\_\_

NVTC/PRTC as joint owners/operators of VRE ("VRE") (Name of Recipient Entity)

By: Deeny Allen

Date: 5/15/2014

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

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

NVTA Project Title: VRE Gainesville-Haymarket Extension Project Development

Recipient Entity: Virginia Railway Express

Recipient Entity/Project Manager Contact Information: Christine Hoeffner

Email: [choeffner@vre.org](mailto:choeffner@vre.org)

Phone: 703-838-5442

NVTA Program Coordinator Contact information:

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

<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>



# Project Description Form — 6G

## Basic Project Information

1. **Submitting Agency:**  
Virginia Railway Express (VRE)
2. **Project Title:** VRE Gainesville-Haymarket Extension Project Development
3. **Project Type:**  
☐ Roadway ☐ Multimodal ☒ Transit
4. **Project Description/Scope:** This project involves a corridor study and preliminary project development for a potential 11 mile VRE extension from Manassas to the Gainesville-Haymarket area of Prince William County. An extension along the Norfolk Southern (NS) B Line will be studied; other VRE options that address the need for the service may be investigated as well. The project will also identify VRE existing core system capacity improvements necessary to support the existing service and the extension.
5. **Route (if applicable)/Corridor:**  
I-66 / U.S. 29 / U.S. 50 / Corridor 6
6. **Total Project Cost:** \$1,500,000
7. **Total Funds Required:** \$1,500,000
8. **Phase/s of Project Covered by Funding:** Planning, project development and conceptual design.



9. **Project Milestones (by phase, include all phases):**  
 • Project development: FY 2014
  10. **In TransAction 2040 plan?**  
☒ Yes ☐ No
  11. **In CLRP, TIP or Air Quality Neutral?**  
 Yes. CLRP, ID # 2420
  12. **Leverages Sources:**  
☐ Local ☒ State ☒ Federal  
☐ Other (please explain)
- The project advances the investigation and identification of enhancements to the VRE system as an initial step to enable the project/ VRE to potentially leverage future state (Rail Enhancement Fund or Mass Transit) and federal (Fixed Guideway Capital Investment) grant programs. The NVTa funding will provide the local match to a state Rail Enhancement Fund grant if VRE's request for funding is approved by the Commonwealth Transportation Board.

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 6 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP ☐ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

## Stated Benefits

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1. **What regional benefit/s does this project offer?** This project will expand VRE commuter rail service to the Gainesville-Haymarket corridor in western Prince William County and expand the transit options to an area that currently has limited transit choices. The corridor encompasses the Gainesville Regional Activity Center and is projected to experience some of the highest employment and population growth in the Washington, DC region.

The project will also determine the VRE core capacity improvements necessary to address long-range growth in travel demand. Expanded VRE service in the Gainesville-Haymarket corridor is projected to attract up to 1,500+ new riders to the VRE system and remove an equivalent number of vehicles from the highway network each AM and PM, reducing regional congestion and benefiting regional safety and air quality. By expanding VRE Manassas Line capacity and frequency, the extension benefits travelers in Prince William County (and the Town of Haymarket), the City of Manassas, Fairfax County, and jurisdictions beyond the NVTB boundaries.

2. **How does the project reduce congestion?** The Gainesville-Haymarket extension is estimated to attract up to 3,000+ new trips/day within the extension corridor plus additional trips within the existing VRE core network as a result of the expanded Manassas Line service frequency the extension enables. VRE helps reduce regional congestion by providing an alternative commuting mode to the single occupancy vehicle. Two VRE trains in an hour carry the equivalent capacity as one lane of traffic on I-66. By supporting expansion of VRE core capacity in the corridor and region, the project expands the capacity of the I-66 travel corridor and contributes to the reduction of regional congestion.
3. **How does the project increase capacity?** (*Mass transit projects only*) Extending VRE service to the Gainesville-Haymarket corridor expands VRE capacity in the corridor and core network and provides additional transit options to an underserved and growing area of northern Virginia. The extension will expand the operational capacity of the Norfolk-Southern B Line for VRE and freight trains as well as eliminate potential bottlenecks on the NS main line at Manassas where it intersects the B Line, and potentially elsewhere in the VRE core network. This study will consider potential ridership from both the Broad Run branch and a potential future Gainesville-Haymarket branch. The VRE operating plan for the proposed VRE Gainesville-Haymarket extension has not yet been determined. Conceptual operating plans will be developed as the extension project advances through the planning and design process. Any changes to existing VRE schedules would be the subject of public hearings prior to the change being implemented.
4. **How does the project improve auto and pedestrian safety?** Commuter Rail is one of the safest modes of travel. Automobile and pedestrian safety is improved in the region by directly moving commuters and their vehicles from freeway system (one of the most dangerous) and other regional roads to commuter rail (one of the safest ways to commute).
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*)

The project is also included in the Prince William County Comprehensive Plan, Transportation Element found at:

<http://www.pwcgov.org/government/dept/planning/Pages/Comprehensive-Planning.aspx>

6. **Project Picture/Illustratives** N/A

# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: VRE Gainesville-Haymarket Extension Project Development  
 Recipient Entity: Virginia Railway Express (VRE)  
 Project Contact Information: Christine Hoeffner  
 Email: choeffner@vre.org  
 Phone: 703-838-5442

## 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	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other	\$ 1,500,000.00	\$ 1,500,000.00				
<b>Total Estimated Cost</b>	<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other			925,000.00		575,000.00					
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 925,000.00</b>	<b>\$ -</b>	<b>\$ 575,000.00</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 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September			\$ 25,000.00		\$ 375,000.00					
October			\$ 25,000.00							
November			\$ 75,000.00							
December			\$ 100,000.00		\$ 200,000.00					
January			\$ 125,000.00							
February			\$ 125,000.00							
March			\$ 125,000.00							
April			\$ 100,000.00							
May			\$ 100,000.00							
June			\$ 125,000.00							
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 925,000.00</b>	<b>\$ -</b>	<b>\$ 575,000.00</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  
Chief Executive Officer, VRE

Title 5/15/2014

Date  
Doug Allen

Print name of person signing

Northern Virginia Transportation Authority

Signature  
NVTA Executive Director

Title

Date

Print name of person signing

**Virginia Railway Express  
Operations Board**

**Resolution  
8I-3-2014**

**Recommendation that Commissions Authorize  
Execution of NVTa Project Agreements**

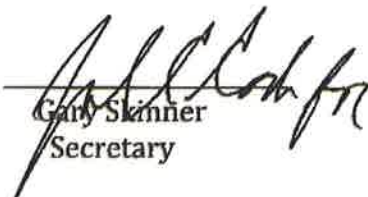
**WHEREAS**, the passage of House Bill (HB) 2313 requires the NVTa to fund highway projects that contribute to congestion relief and emergency evacuation or mass transit capital projects that increase capacity; and,

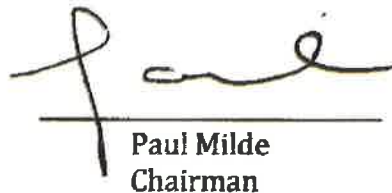
**WHEREAS**, NVTa approved an initial FY 2014 project list in July 2013 that included funding for VRE projects; and,

**WHEREAS**, NVTa has developed a Standard Project Agreement for Funding and Administration that will be executed for each approved project.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the VRE Operations Board recommends that the Commissions authorize the Chief Executive Officer of VRE to make any necessary corrections to project amounts or descriptions for the initial FY 2014 projects, and to execute the agreements for Gainesville-Haymarket expansion project development, Lorton station second platform project and the Alexandria station tunnel and platform improvements project on behalf of the Commissions.

Approved this 21<sup>st</sup> day of March 2014

  
Gary Skinner  
Secretary

  
Paul Milde  
Chairman





**Resolution #2243**

**SUBJECT:** Authorize the VRE CEO to Execute Northern Virginia Transportation Authority (NVTA) Project Agreements.

**WHEREAS:** The passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVTA) to fund highway projects that contribute to congestion relief and emergency evacuation or mass transit capital projects that increase capacity;

**WHEREAS:** NVTA approved an initial FY 2014 Project List in July 2013 that included funding for VRE projects;


**WHEREAS:** NVTA has developed a Standard Project Agreement for Funding and Administration that will be executed for each approved project; and

**WHEREAS:** The VRE Operations Board recommends the following action.

**NOW, THEREFORE, BE IT RESOLVED** that the Northern Virginia Transportation Commission authorize the VRE Chief Executive Officer to make any necessary corrections to project amounts or descriptions for the initial FY 2014 projects, and to execute the agreements for Gainesville-Haymarket expansion project development, Lorton station second platform project and the Alexandria station tunnel and platform improvements project on behalf of the Commissions.

Approved this 3<sup>rd</sup> day of April 2014.

  
Jay Fisette  
Secretary-Treasurer

  
Paul C. Smedberg  
Chairman



14700 Potomac Mills Road  
Woodbridge, VA 22192

## **RESOLUTION**

**MOTION: LASCH**

**RESOLUTION NO. 14-04-06  
OFFICIAL COMMISSION MEETING  
APRIL 3, 2014**

**SECOND: DURANY**

**RE: RECOMMENDATION THAT COMMISSIONS AUTHORIZE EXECUTION  
OF NVTa PROJECT AGREEMENTS**

**WHEREAS**, the passage of House Bill (HB) 2313 requires the Northern Virginia Transportation Authority (NVTa) to fund highway projects that contribute to congestion relief and emergency evacuation or mass transit capital projects that increase capacity; and

**WHEREAS**, the NVTa approved an initial FY 2014 project list in July 2013 that included funding for VRE projects; and

**WHEREAS**, the NVTa has developed a Standard Project Agreement for Funding and Administration that will be executed for each approved project; and

**WHEREAS**, the VRE Operations Board recommends the following action.

**NOW, THEREFORE, BE IT RESOLVED** that the Potomac and Rappahannock Transportation Commission does hereby authorize the VRE Chief Executive Officer to make any necessary corrections to project amounts or descriptions for the initial FY 2014 projects, and to execute the agreements for Gainesville-Haymarket expansion project development, Lorton station second platform project and the Alexandria station tunnel and platform improvements project on behalf of the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission.

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**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION  
OFFICIAL COMMISSION MEETING  
RESOLUTION NO. 14-04-06  
PAGE 2**

**VOTES:**

**AYES:**

**DURANY, JENKINS, JONES, KELLY, LASCH,  
MAY, MILDE, MILLER, PITTARD, PRINCIPI,  
THOMAS, WAY**

**NAYS:**

**NONE**

**ABSTAIN:**

**NOHE**

**ABSENT DURING VOTE:**

**NONE**

**MEMBERS PRESENT:**

**JENKINS, JONES, KELLY, MAY, MILDE,  
MILLER, NOHE, PRINCIPI, THOMAS, WAY  
ANDERSON, CADDIGAN, COVINGTON,  
MITCHELL, FULLER, SKINNER, TRAMPE**

**MEMBERS ABSENT:**

**DURANY, LASCH, PITTARD**

**ALTERNATES PRESENT:**

**ALTERNATES ABSENT:**

**BARG, BOHMKE, HOWE, NADDONI, PAGE,  
PARRISH, PATE, ROSS, SELLERS, STEWART,  
WREN**

**\*\*CERTIFIED COPY\*\***

**APRIL 3, 2014**

  
\_\_\_\_\_  
**ALFRED H. HARF  
EXECUTIVE DIRECTOR**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** July 24, 2014

**SUBJECT:** Regional Funding Project 107-14-008-2-01 (Leesburg Park and Ride)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-14-008-2-01.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 107-14-008-2-01 (Leesburg Park and Ride), 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 2014 70% regional funds on July 24, 2013.
  - b. FY2014 Bond funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by Loudoun County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 107-14-008-2-01

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
THE COUNTY OF LOUDOUN, VIRGINIA  
(Recipient Entity)**

NVTA Project Number: 107-14-008-2-001

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 THE COUNTY OF LOUDOUN, VIRGINIA ("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 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(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 15.2-4838.01 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 15.2- 4838.1;

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

WHEREAS, Section 15.2-4838.1 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 15.2-4838.1;

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, LOUDOUN 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 LOUDOUN COUNTY's application for funding and has approved LOUDOUN COUNTY's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by LOUDOUN 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 15.2-4838.1.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 LOUDOUN COUNTY to finance the Project;

WHEREAS, NVTA agrees that LOUDOUN COUNTY will design and/or construct the Project or perform such other specific work for the Project and LOUDOUN 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 LOUDOUN 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 LOUDOUN 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

LOUDOUN 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 15.2-4838.1(A) and 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 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 NVT A funds, LOUDOUN COUNTY 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 LOUDOUN 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, LOUDOUN COUNTY further recognizes that NVTA's reimbursement to LOUDOUN 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. LOUDOUN 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, LOUDOUN 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 LOUDOUN 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. LOUDOUN 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. LOUDOUN 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 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.

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 LOUDOUN 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 LOUDOUN COUNTY misapplied or used in contravention of Sections 15.2-4829 *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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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, LOUDOUN 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 LOUDOUN 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 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

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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN COUNTY that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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.

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

C. Term

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

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 Office 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

Agreement. In the event that LOUDOUN 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, LOUDOUN 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 LOUDOUN COUNTY refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from LOUDOUN 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 LOUDOUN 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;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to LOUDOUN COUNTY, to the attention of Mr. Tim Hemstreet  
County Administrator  
1 Harrison Street S.E., Leesburg (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

LOUDOUN 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: \_\_\_\_\_

\_\_\_\_\_  
THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: 

Date: 6/30/14



**Appendix A –Narrative Description of Project**

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

NVTA Project Title: Leesburg Park and Ride

Recipient Entity: Loudoun County

Recipient Entity/Project Manager Contact Information: Bob Brown (Bob.brown@loudoun.gov)

NVTA Program Coordinator Contact information:

<b>Project Scope</b>
<p><b>Only Complete if Different from the Approved NVTA Project Description Sheet</b></p> <p><b>No Changes</b></p>

<b>Detailed Scope of Services</b>
<p><b>Only Complete if Different from the Approved NVTA Project Description Sheet</b></p> <p><b>No Changes</b></p>



# Project Description Form — 1A

## Basic Project Information

1. **Submitting Agency:**  
Loudoun County
2. **Project Title:** Leesburg Park and Ride
3. **Project Type:**  
☐ Roadway ☐ Multimodal ☒ Transit
4. **Project Description/Scope:** This project entails funding of land acquisition for a second Leesburg Park-n-Ride Facility. This will be a new (minimum) 300 space park-n-ride facility to be located near the Town of Leesburg, and will allow for expanded connecting transit service to the Silver Line of Metro. Between 8 and 10 acres may be needed based on terrain, environmental conditions, accessibility, etc.
5. **Route (if applicable)/Corridor:**  
Corridor 1
6. **Total Project Cost:** \$2,500,000 (Land acquisition only, construction \$5,770,000)
7. **Total Funds Required:** \$1,000,000
8. **Phase/s of Project Covered by Funding:** ROW acquisition and construction to be completed in FY 14 with a combination of local and regional funds.



9. **Project Milestones (by phase, include all phases):**
  - ROW Start: FY 2014
  - ROW Complete: FY 2014
  - Construction Start: FY 2014 (Land acquisition, construction July 2015)
  - Construction Complete: FY 2014 (Land acquisition, construction June 2016)
10. **In TransAction 2040 plan?**  
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
Yes. CLRP, ID # 1924
12. **Leverages Sources:**
☒ Local ☐ State ☐ Federal  
☒ Other (please explain)

## PROJECT ANALYSIS

- |  |  |
|--|--|
| <b>Tier I</b> <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail | <b>Tier III Congestion Reduction Relative to Cost:</b>   |
| <b>Tier II</b> 6 out of 8 points   | <b>Plan</b> <input checked="" type="checkbox"/> CLRP <input type="checkbox"/> TA2040 only <b>Rating</b> <input checked="" type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Low |

## Stated Benefits

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1. **What regional benefit/s does this project offer?** This will be a new (minimum) 300 space park-n-ride facility to be located near the Town of Leesburg, and will allow for expanded connecting transit service to the Silver Line of Metro. The County has programmed funding for the construction in FY 2016; however no funds are available at this time to purchase land. Between 8 and 10 acres may be needed based on terrain, environmental conditions, accessibility, etc.
2. **How does the project reduce congestion?** Enhancing transit capacity eliminates passenger vehicles traveling on the Northern Virginia highway system thus reducing congestion. This project will remove 600 vehicle trips daily (156,000 annually) from the highway system.
3. **How does the project increase capacity?** (*Mass transit projects only*) This project adds a 300 vehicle park and ride facility to the existing system of park and ride facilities in Loudoun County. Practically all of Loudoun's 26 park and ride facilities are located in the eastern portion of the county. This proposal will allow Loudoun to open a forth facility to better serve the western residents and commuters. he proposed facility will remove 600 daily (156,000 annually) commuter trips from the highway.
4. **How does the project improve auto and pedestrian safety?** Reduces the number of passenger cars on the highway, thus reducing congestion and potential conflicts with pedestrians.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*)

This project is recommended in the Countywide Transportation Plan (page 3-28) which can be found at [http://www.loudoun.gov/documents/43/724/737/CTP%20amended%20for%20web\\_201205221331533451.pdf](http://www.loudoun.gov/documents/43/724/737/CTP%20amended%20for%20web_201205221331533451.pdf) and the Proposed Fiscal Plan for Loudoun County (page 10-25) which can be viewed at the following link: [http://www.loudoun.gov/documents/13/11206/11207/FY%202014%20Proposed%20Fiscal%20Plan\\_201302061508370221.pdf/](http://www.loudoun.gov/documents/13/11206/11207/FY%202014%20Proposed%20Fiscal%20Plan_201302061508370221.pdf/)

## 6. Project Picture/Illustratives



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Leesburg Park and Ride Lot

Recipient Entity: Loudoun County

Project Contact Information: Joe Kroboth, 703-771-5107, Joe.Kroboth@loudoun.gov

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	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$ 2,000,000.00		\$ 1,000,000.00	Cash Proffers	\$ 1,000,000.00	\$ 2,000,000.00
Construction/ROW	\$ 500,000.00			Cash Proffers	\$ 500,000.00	\$ 500,000.00
Construction	\$ 2,260,660.00			CMAQ	\$ 2,260,660.00	\$ 2,260,660.00
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 4,760,660.00	\$ -	\$ 1,000,000.00	\$ -	\$ 3,760,660.00	\$ 4,760,660.00

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition				1,000,000.00						
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September				\$ 1,000,000.00						
October										
November										
December										
January										
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

DIRECTOR

Title

02-07-2017

Date

Joe Kroboth

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Wednesday, May 21, 2014 at 4:00 p.m.

IN RE: FY2014 NVTa STANDARD PROJECT AGREEMENT (Countywide )

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY2014 NVTa approved projects as part of the Board's June 11, 2014 Public Hearing.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Williams and York - Yes; None - No; Supervisor Volpe - Absent for the Vote.

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

**Date of Meeting:** May 21, 2014

**# 4**

**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** **Northern Virginia Transportation Authority, FY 2014  
Project Award, Standard Project Agreement**

**ELECTION DISTRICT:** Countywide

**CRITICAL ACTION DATE:** May 21, 2014

**STAFF CONTACT(S):** Bob Brown, Transportation & Capital Infrastructure  
Joe Kroboth, III, Transportation & Capital Infrastructure  
Penny Newquist, Management & Financial Resources  
Ben Mays, Management & Financial Resources

**PURPOSE:** To gain Board approval of the standard project agreement between Loudoun County ("County") and the Northern Virginia Transportation Authority (NVTa) for the FY 2014 project awards.

**RECOMMENDATIONS:** Staff recommends that the Board of Supervisors (Board) approve the Standard Project Agreements between the NVTa and the County for the Belmont Ridge Road widening, Route 28 Hot Spot Improvements, two transit buses, and Leesburg Park and Ride Land Acquisition and the Edward's Ferry Road at Route 15 Bypass interchange project(s) and authorize the County Administrator to execute the agreements on behalf of the Board.

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**BACKGROUND:** In 2013, The General Assembly passed HB2313 creating a designated revenue source for funding transportation projects through the NVTa. Thirty percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining 70 percent are available for qualifying jurisdictions to compete for to implement regional transportation projects.

Both the 30 percent local and 70 percent regional funds are available for distribution. The NVTa Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in May 2013. The NVTa PIWG created a two tier project selection process. The first tier determined project eligibility if the project is included in the Regional Constrained Long Range Plan or the NVTa's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTa funding. On June 20, 2013, the NVTa held a



regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted are listed below.

**Loudoun County Project Requests:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Belmont Ridge Road widening, south of the Greenway	\$40,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg Request:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On July 24, 2013 the NVTa Board approved the following Loudoun County and Town of Leesburg projects for funding:

**Loudoun County Project:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On January 15, 2014, the Board approved (8-0-1, Clarke absent) a Memorandum of Agreement between the NVTa, Loudoun County, and the Town of Leesburg and Purcellville for the distribution of the 30 percent local funds.

On March 13, 2014 the NVTa Board approved the Standard Project Agreement (SPA) template. Each project awarded funds from the NVTa must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun and Leesburg projects are attached. Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of the project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTa and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTa and all applicable federal, state and local laws;

- The local jurisdiction may not use the funds for any purpose other than those projects costs not consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTa shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTa Executive Director shall periodically evaluate the NVTa's cash flow estimates and that the locality shall provide accurate and timely information to the NVTa to make accurate estimates;
- Requires the locality to notify the NVTa Executive Director of any additional or unforeseen project costs are incurred from unanticipated circumstances such that the NVTa can adjust project cash flow estimates;
- Requires the locality to release or return any unexpended funds to the NVTa no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTa and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTa staff including the NVTa's Program Coordinator;
- Provides the NVTa the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, disputes resolution, appropriation requirements, notices, etc.

**ISSUES:** The SPA has been approved by the NVTa as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTa until the SPA is executed by the local jurisdiction.

At the May 8, 2014 meeting, the NVTa Finance Committee approved the proposal by the interim NVTa Executive Director and the Chief Financial Officer to establish a reserve for the line-of-credit which is required by rating agencies. For cash flow purposes, NVTa is targeting the end of June 2014 to have the line of credit in place. The line-of-credit serves as "bridge" funding until the bond sale occurs in the foreseeable future. In order to fully fund the reserve prior to July 2014, the use of an estimated \$33.2 million of project funding from the FY 2014 regional funds is required. The NVTa requested the counties of Loudoun, Fairfax and Arlington to identify projects that would not be detrimentally impacted by a delay of funding through the end of September 2014. Each County identified projects that would not be detrimentally affected (work would not be delayed) should funds be delayed until September 30, 2014. Fairfax County identified the Innovation Center Metrorail Station in the amount of \$13.5 million,



Arlington County identified the Columbia Pike Multi-modal project in the amount of \$6.2 million and Loudoun County identified the Belmont Ridge Road project in the amount of \$13.5 million. The Loudoun project widens Belmont Ridge Road from Gloucester Parkway to Hay Road. The full amount of NVTa funding for this project is \$30,872,000. Of this amount \$20 million is from the 70 percent regional funds. The remainder is from the 30 percent local funds. The project schedule calls for the following milestones:

- June 1, 2014 VDOT will issue the Request for Qualifications
- September 2014, VDOT will issue the Request for Proposals
- Spring 2015, VDOT plans to award a design-build construction contract with
- Fall of 2018 project completion.

Given that local 30 percent NVTa funds are available for the short term, delaying receipt of the regional funds will not negatively affect the project schedule.

The approved NVTa 70 percent Regional funding is \$34,280,000 for Loudoun County and \$1,000,000 for the Town of Leesburg, for which, this total amount exceeds one percent of the total appropriations of \$2,782,906,923 across all funds for Loudoun as adopted in the FY 2014 Appropriations Resolution. Virginia Code statute § 15.2-2507 requires: *Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by § 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date. The notice shall state the governing body's intent to amend the budget and include a brief synopsis of the proposed budget amendment. Any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendments.* As such, this appropriation requires public comment and the necessary budget adjustments are proposed to be included as part of the Board of Supervisors' June 11, 2014 Public Hearing agenda.

Unlike the other projects listed in this item, Loudoun County will not be directly involved in the construction and management of the Edward's Ferry at Route 15 Bypass Interchange project for the Town of Leesburg. Thus a question of the role that Loudoun County should have regarding this project is presented for the Board of Supervisors consideration. By including the SPA for the Town of Leesburg project, Loudoun will retain responsibility for overseeing the requirements made by the NVTa. As you will recall projects requested by towns for NVTa funding are submitted through the County. The County already has responsibility for oversight and management of the local 30 percent funds received from NVTa. No decision has been made regarding the regional 70 percent funding. Staff is inclined to recommend that the County remain involved in that the ultimate responsibility and consequences for the use of the local and regional revenues remains with the Board of Supervisors.

**FISCAL IMPACT:** Executed Standard Project Agreements must be submitted to NVTa in order to obtain NVTa 70 percent regional funds allocated to the County in FY 2014. The FY 2014 project awards from the NVTa to Loudoun County total \$34,280,000 and the Town of Leesburg awards total \$1,000,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTa. Further, the necessary budget adjustments to estimate and appropriate the funding of up to \$34,280,000 are proposed to be included for the Board of Supervisors' June 11, 2014 Public Hearing agenda.

**ALTERNATIVES:** The Board could chose not to execute the agreement and thus forfeit the funding award.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY 2014 NVTa approved projects as part of the Board's June 11, 2014 Public Hearing.

OR

2. I move an alternate motion.

**ATTACHMENTS:**

1. Standard Project Agreement for each project awarded funding from the FY 2014 allocation.
2. NVTa project facts sheets distributed at the NVTa public hearing on June 20, 2013.
3. Proposed project cash flow reports.
4. Resolutions



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a public hearing of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, June 11, 2014 at 6:00 p.m.

IN RE: NOTICE OF INTENT TO AMEND THE FY 2014 CAPITAL IMPROVEMENT PROGRAM AND ADOPTED BUDGET TO APPROPRIATE FY 2014 NVTA REGIONAL FUNDS (Countywide)

Mr. Williams moved that the Board of Supervisors suspend the rules.

Seconded by Mr. Buona.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

Mr. Williams moved that the Board of Supervisors approve Budget Adjustment BA-1527827 to appropriate \$34,280,000 in FY 2014 NVTA Regional Funds in the Transportation District Fund, and transfer \$34,280,000 to the County's Capital Fund.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

A COPY TESTE:

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

## **APPENDIX D**

### **TAX COVENANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** July 24, 2014

**SUBJECT:** Regional Funding Project 107-14-009-3-03 (Route 28 Hot Spot Improvements – Loudoun Segment)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-14-009-3-03.
2. **Suggested motion.** *I move approval of the proposed Standard Project 107-14-009-3-03 (Route 28 Hot Spot Improvements – Loudoun Segment), 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 2014 70% regional funds on July 24, 2013.
  - b. FY2014 Bond funding was also approved on July 24, 2013, the PayGo funding was approved January 23, 2014, and are available for the project.
  - c. The attached SPA presented by Loudoun County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTa Project Number 107-14-009-3-03

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
THE COUNTY OF LOUDOUN, VIRGINIA  
(Recipient Entity)**

NVTA Project Number: 107-14-009-3-03

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  
THE COUNTY OF LOUDOUN, VIRGINIA ("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 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(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 15.2-4838.01 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 15.2- 4838.1;

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

WHEREAS, Section 15.2-4838.1 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 15.2-4838.1;



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, LOUDOUN 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 LOUDOUN COUNTY's application for funding and has approved LOUDOUN COUNTY's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by LOUDOUN 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 15.2-4838.1.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 LOUDOUN COUNTY to finance the Project;

WHEREAS, NVTA agrees that LOUDOUN COUNTY will design and/or construct the Project or perform such other specific work for the Project and LOUDOUN 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 LOUDOUN 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 LOUDOUN 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

LOUDOUN 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 15.2-4838.1(A) and 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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, LOUDOUN COUNTY further recognizes that NVTA's reimbursement to LOUDOUN 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. LOUDOUN 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, LOUDOUN 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 LOUDOUN 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. LOUDOUN 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. LOUDOUN 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 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.

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 LOUDOUN 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 LOUDOUN COUNTY misapplied or used in contravention of Sections 15.2-4829 *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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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, LOUDOUN 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 LOUDOUN COUNTY.

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 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 NVTB funds and/or NVTB 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 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 LOUDOUN COUNTY adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to LOUDOUN COUNTY 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN COUNTY that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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.



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

C. Term

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

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 Office 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

Agreement. In the event that LOUDOUN 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, LOUDOUN 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 LOUDOUN COUNTY refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from LOUDOUN 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 LOUDOUN 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;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to LOUDOUN COUNTY, to the attention of Mr. Tim Hemstreet  
County Administrator  
1 Harrison Street S.E., Leesburg (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

LOUDOUN 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: \_\_\_\_\_

\_\_\_\_\_  
THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: Lunt

Date: 6/30/14

**Appendix A –Narrative Description of Project**

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

NVT A Project Title: Route 28 Hot Spots

Recipient Entity: Loudoun County

Recipient Entity/Project Manager Contact Information: Bob Brown (Bob.brown@loudoun.gov)

NVT A Program Coordinator Contact information:

<b>Project Scope</b>
<p><b>Only Complete if Different from the Approved NVT A Project Description Sheet</b></p> <p><b>No Changes</b></p>

<b>Detailed Scope of Services</b>
<p><b>Only Complete if Different from the Approved NVT A Project Description Sheet</b></p> <p><b>No Changes</b></p>



# Project Description Form — 3B

## Basic Project Information

1. **Submitting Agency:**  
Loudoun County
2. **Project Title:** Route 28 Hot Spot Improvements (Loudoun Segment)
3. **Project Type:**  
☒ Roadway   ☐ Multimodal   ☐ Transit
4. **Project Description/Scope:** Route 28 Hot Spot Improvements – Loudoun Segment (Sterling Boulevard and the Dulles Toll Road) Route 28 Hot Spot Improvements – Loudoun Segment (Sterling Boulevard and the Dulles Toll Road) Route 28 is a major regional roadway connecting north and south areas and the Dulles Toll Road to the Dulles International Airport.
5. **Route (if applicable)/Corridor:**  
Route 28 / Corridor 3
6. **Total Project Cost:** \$12,400,000
7. **Total Funds Required:** \$6,400,000  
FY 2014; (\$6,000,000 in the 6 year plan)
8. **Phase/s of Project Covered by Funding:** Construction
9. **Project Milestones (by phase, include all phases):**
  - Design Complete: FY 2014
  - Construction Start: FY 2015 (portion funded with FY 2014 NVTa funds)
  - Construction Complete: FY 2016



### 10. In TransAction 2040 plan?

☒ Yes   ☐ No

### 11. In CLRP, TIP or Air Quality Neutral?

Yes. CLRP, ID # 1734

### 12. Leverages Sources:

☒ Local   ☐ State   ☐ Federal

☐ Other (*please explain*)

The landowners embraced by the Route 28 Tax District have been paying a tax premium since 1989 to improve Route 28. Their contribution has covered 75% of the cost to widen Route 28 from two to six lanes and to construct ten interchanges. The extra tax burden will remain in place through 2037. The final phase of the improvements is to widen Route 28 between Sterling Boulevard and Route 50 to eight lanes. In 2012 the Route 28 Commission authorized funding for the design of four "hot spot" areas that would relieve congestion.

## PROJECT ANALYSIS

**Tier I** ☒ Pass   ☐ Fail

**Tier II** 7 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☐ CLRP   ☒ TA2040 only   **Rating** ☒ High   ☐ Med   ☐ Low

## Stated Benefits

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1. **What regional benefit/s does this project offer?** This segment of Route 28 has been funded for design and is nearing 100% design completion by the Route 28 PPTA. If funded for construction, the work could begin after VDOT issues a notice to proceed to the Route 28 PPTA. Route 28 is a major regional roadway connecting north and south areas and the Dulles Toll Road to the Dulles International Airport.
2. **How does the project reduce congestion?** This is one of the major employment corridors in the county, including suburban office parks and providing access to the thousands of jobs at Dulles Airport. The primary congestion problems are in the vicinity of the Dulles Airport entrance. In this area, Route 28 and the Dulles Greenway are anticipated to be severely congested in 2030. More than 100,000 cars a day use the segment of Route 28 just north of the Dulles Toll Road. By 2012, transportation officials estimate that segment will carry 200,000 cars a day.
3. **How does the project increase capacity?** *(Mass transit projects only)* N/A
4. **How does the project improve auto and pedestrian safety?** Route 28 southbound is “stop and go” in the morning peak commuting hours. This often leads to increased crashes as cars speed up only to have to make abrupt stops as the traffic pattern constantly changes and traffic speeds vary with little advance warning.
5. **List internet address/link to any additional information or documentation in support of project benefits. (Optional)**  
[http://www.virginiadot.org/projects/northernvirginia/route\\_28\\_corridor\\_improvements\\_ppta\\_project.asp](http://www.virginiadot.org/projects/northernvirginia/route_28_corridor_improvements_ppta_project.asp)
6. **Project Picture/Illustratives**



*A 4<sup>th</sup> Lane will provide added capacity and eliminate a lane drop in a critical section of Route 28*



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 28 Hot Spot Improvements - Loudoun Segment (Sterling Boulevard and the Dulles Toll Road)  
Recipient Entity: Loudoun County  
Project Contact Information: Joe Kroboth, 703-771-5107, Joe.Kroboth@loudoun.gov

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			\$ -			
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 12,400,000.00	\$ 6,000,000.00	\$ 6,400,000.00			\$ 12,400,000.00
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 12,400,000.00	\$ 6,000,000.00	\$ 6,400,000.00	\$ -	\$ -	\$ 12,400,000.00

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction			3,000,000.00	3,200,000.00	3,000,000.00	3,200,000.00				
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 3,000,000.00	\$ 3,200,000.00	\$ 3,000,000.00	\$ 3,200,000.00	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July					\$ 475,000.00	\$ 480,000.00				
August					\$ 465,000.00	\$ 480,000.00				
September					\$ 460,000.00	\$ 480,000.00				
October			\$ 100,000.00	\$ 100,000.00	\$ 440,000.00	\$ 480,000.00				
November			\$ 100,000.00	\$ 110,000.00	\$ 430,000.00	\$ 480,000.00				
December			\$ 100,000.00	\$ 110,000.00	\$ 430,000.00	\$ 480,000.00				
January			\$ 430,000.00	\$ 480,000.00	\$ 100,000.00	\$ 110,000.00				
February			\$ 430,000.00	\$ 480,000.00	\$ 100,000.00	\$ 110,000.00				
March			\$ 440,000.00	\$ 480,000.00	\$ 100,000.00	\$ 100,000.00				
April			\$ 460,000.00	\$ 480,000.00						
May			\$ 465,000.00	\$ 480,000.00						
June			\$ 475,000.00	\$ 480,000.00						
Total per Fiscal Year			\$ 3,000,000.00	\$ 3,200,000.00	\$ 3,000,000.00	\$ 3,200,000.00	\$ -	\$ -	\$ -	\$ -

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

NVTA Executive Director

Title

Date

Print name of person signing



**Loudoun County, Virginia**

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Wednesday, May 21, 2014 at 4:00 p.m.

IN RE:           FY2014 NVTA STANDARD PROJECT AGREEMENT (Countywide )

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY2014 NVTA approved projects as part of the Board's June 11, 2014 Public Hearing.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Williams and York - Yes; None -- No; Supervisor Volpe -- Absent for the Vote.

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

**Date of Meeting:** May 21, 2014

**# 4**

**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** **Northern Virginia Transportation Authority, FY 2014  
Project Award, Standard Project Agreement**

**ELECTION DISTRICT:** Countywide

**CRITICAL ACTION DATE:** May 21, 2014

**STAFF CONTACT(S):** Bob Brown, Transportation & Capital Infrastructure  
Joe Kroboth, III, Transportation & Capital Infrastructure  
Penny Newquist, Management & Financial Resources  
Ben Mays, Management & Financial Resources

**PURPOSE:** To gain Board approval of the standard project agreement between Loudoun County ("County") and the Northern Virginia Transportation Authority (NVTa) for the FY 2014 project awards.

**RECOMMENDATIONS:** Staff recommends that the Board of Supervisors (Board) approve the Standard Project Agreements between the NVTa and the County for the Belmont Ridge Road widening, Route 28 Hot Spot Improvements, two transit buses, and Leesburg Park and Ride Land Acquisition and the Edward's Ferry Road at Route 15 Bypass interchange project(s) and authorize the County Administrator to execute the agreements on behalf of the Board.

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**BACKGROUND:** In 2013, The General Assembly passed HB2313 creating a designated revenue source for funding transportation projects through the NVTa. Thirty percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining 70 percent are available for qualifying jurisdictions to compete for to implement regional transportation projects.

Both the 30 percent local and 70 percent regional funds are available for distribution. The NVTa Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in May 2013. The NVTa PIWG created a two tier project selection process. The first tier determined project eligibility if the project is included in the Regional Constrained Long Range Plan or the NVTa's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTa funding. On June 20, 2013, the NVTa held a

regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted are listed below.

**Loudoun County Project Requests:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Belmont Ridge Road widening, south of the Greenway	\$40,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg Request:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On July 24, 2013 the NVTB Board approved the following Loudoun County and Town of Leesburg projects for funding:

**Loudoun County Project:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On January 15, 2014, the Board approved (8-0-1, Clarke absent) a Memorandum of Agreement between the NVTB, Loudoun County, and the Town of Leesburg and Purcellville for the distribution of the 30 percent local funds.

On March 13, 2014 the NVTB Board approved the Standard Project Agreement (SPA) template. Each project awarded funds from the NVTB must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun and Leesburg projects are attached. Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of the project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTB and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTB and all applicable federal, state and local laws;

- The local jurisdiction may not use the funds for any purpose other than those projects costs not consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTa shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTa Executive Director shall periodically evaluate the NVTa's cash flow estimates and that the locality shall provide accurate and timely information to the NVTa to make accurate estimates;
- Requires the locality to notify the NVTa Executive Director of any additional or unforeseen project costs are incurred from unanticipated circumstances such that the NVTa can adjust project cash flow estimates;
- Requires the locality to release or return any unexpended funds to the NVTa no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTa and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTa staff including the NVTa's Program Coordinator;
- Provides the NVTa the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, disputes resolution, appropriation requirements, notices, etc.

**ISSUES:** The SPA has been approved by the NVTa as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTa until the SPA is executed by the local jurisdiction.

At the May 8, 2014 meeting, the NVTa Finance Committee approved the proposal by the interim NVTa Executive Director and the Chief Financial Officer to establish a reserve for the line-of-credit which is required by rating agencies. For cash flow purposes, NVTa is targeting the end of June 2014 to have the line of credit in place. The line-of-credit serves as "bridge" funding until the bond sale occurs in the foreseeable future. In order to fully fund the reserve prior to July 2014, the use of an estimated \$33.2 million of project funding from the FY 2014 regional funds is required. The NVTa requested the counties of Loudoun, Fairfax and Arlington to identify projects that would not be detrimentally impacted by a delay of funding through the end of September 2014. Each County identified projects that would not be detrimentally affected (work would not be delayed) should funds be delayed until September 30, 2014. Fairfax County identified the Innovation Center Metrorail Station in the amount of \$13.5 million,

Arlington County identified the Columbia Pike Multi-modal project in the amount of \$6.2 million and Loudoun County identified the Belmont Ridge Road project in the amount of \$13.5 million. The Loudoun project widens Belmont Ridge Road from Gloucester Parkway to Hay Road. The full amount of NVTA funding for this project is \$30,872,000. Of this amount \$20 million is from the 70 percent regional funds. The remainder is from the 30 percent local funds. The project schedule calls for the following milestones:

- June 1, 2014 VDOT will issue the Request for Qualifications
- September 2014, VDOT will issue the Request for Proposals
- Spring 2015, VDOT plans to award a design-build construction contract with
- Fall of 2018 project completion.

Given that local 30 percent NVTA funds are available for the short term, delaying receipt of the regional funds will not negatively affect the project schedule.

The approved NVTA 70 percent Regional funding is \$34,280,000 for Loudoun County and \$1,000,000 for the Town of Leesburg, for which, this total amount exceeds one percent of the total appropriations of \$2,782,906,923 across all funds for Loudoun as adopted in the FY 2014 Appropriations Resolution. Virginia Code statute § 15.2-2507 requires: *Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by § 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date. The notice shall state the governing body's intent to amend the budget and include a brief synopsis of the proposed budget amendment. Any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendments.* As such, this appropriation requires public comment and the necessary budget adjustments are proposed to be included as part of the Board of Supervisors' June 11, 2014 Public Hearing agenda.

Unlike the other projects listed in this item, Loudoun County will not be directly involved in the construction and management of the Edward's Ferry at Route 15 Bypass Interchange project for the Town of Leesburg. Thus a question of the role that Loudoun County should have regarding this project is presented for the Board of Supervisors consideration. By including the SPA for the Town of Leesburg project, Loudoun will retain responsibility for overseeing the requirements made by the NVTA. As you will recall projects requested by towns for NVTA funding are submitted through the County. The County already has responsibility for oversight and management of the local 30 percent funds received from NVTA. No decision has been made regarding the regional 70 percent funding. Staff is inclined to recommend that the County remain involved in that the ultimate responsibility and consequences for the use of the local and regional revenues remains with the Board of Supervisors.

**FISCAL IMPACT:** Executed Standard Project Agreements must be submitted to NVTa in order to obtain NVTa 70 percent regional funds allocated to the County in FY 2014. The FY 2014 project awards from the NVTa to Loudoun County total \$34,280,000 and the Town of Leesburg awards total \$1,000,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTa. Further, the necessary budget adjustments to estimate and appropriate the funding of up to \$34,280,000 are proposed to be included for the Board of Supervisors' June 11, 2014 Public Hearing agenda.

**ALTERNATIVES:** The Board could chose not to execute the agreement and thus forfeit the funding award.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY 2014 NVTa approved projects as part of the Board's June 11, 2014 Public Hearing.

OR

2. I move an alternate motion.

**ATTACHMENTS:**

1. Standard Project Agreement for each project awarded funding from the FY 2014 allocation.
2. NVTa project facts sheets distributed at the NVTa public hearing on June 20, 2013.
3. Proposed project cash flow reports.
4. Resolutions



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a public hearing of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, June 11, 2014 at 6:00 p.m.

IN RE: NOTICE OF INTENT TO AMEND THE FY 2014 CAPITAL IMPROVEMENT PROGRAM AND ADOPTED BUDGET TO APPROPRIATE FY 2014 NVTa REGIONAL FUNDS (Countywide)

Mr. Williams moved that the Board of Supervisors suspend the rules.

Seconded by Mr. Buona.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

Mr. Williams moved that the Board of Supervisors approve Budget Adjustment BA-1527827 to appropriate \$34,280,000 in FY 2014 NVTa Regional Funds in the Transportation District Fund, and transfer \$34,280,000 to the County's Capital Fund.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

A COPY TESTE:

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS



## APPENDIX D

### TAX COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** July 24, 2014

**SUBJECT:** Regional Funding Project 107-14-010-1-01 (Loudoun County Transit Buses)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-14-010-1-01.
2. **Suggested motion.** *I move approval of the proposed Standard Project 107-14-010-1-01 (Loudoun County Transit Buses), 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 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by Loudoun County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 107-14-010-1-01

**Coordination:** Council of Counsels

## VIII. ATTACHMENT

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
THE COUNTY OF LOUDOUN, VIRGINIA  
(Recipient Entity)**

NVTA Project Number: 107-14-010-1-01

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  
THE COUNTY OF LOUDOUN, VIRGINIA ("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 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(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 15.2-4838.01 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 15.2- 4838.1;

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

WHEREAS, Section 15.2-4838.1 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 15.2-4838.1;

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, LOUDOUN 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 LOUDOUN COUNTY's application for funding and has approved LOUDOUN COUNTY's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by LOUDOUN 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 15.2-4838.1.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 LOUDOUN COUNTY to finance the Project;

WHEREAS, NVTa agrees that LOUDOUN COUNTY will design and/or construct the Project or perform such other specific work for the Project and LOUDOUN 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 LOUDOUN 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 LOUDOUN 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

LOUDOUN 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 15.2-4838.1(A) and 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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, LOUDOUN COUNTY further recognizes that NVTA's reimbursement to LOUDOUN 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. LOUDOUN 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, LOUDOUN 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 LOUDOUN 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. LOUDOUN 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. LOUDOUN 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 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.

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 LOUDOUN 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 LOUDOUN COUNTY misapplied or used in contravention of Sections 15.2-4829 *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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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, LOUDOUN 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 LOUDOUN 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 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

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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN COUNTY that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

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.

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

C. Term

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

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 Office 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

Agreement. In the event that LOUDOUN 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, LOUDOUN 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 LOUDOUN COUNTY refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from LOUDOUN 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 LOUDOUN 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;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to LOUDOUN COUNTY, to the attention of Mr. Tim Hemstreet  
County Administrator  
1 Harrison Street S.E., Leesburg (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

LOUDOUN 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: \_\_\_\_\_

\_\_\_\_\_  
THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: 

Date: 6/30/14

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

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

NVTA Project Title: Loudoun Transit Buses

Recipient Entity: Loudoun County

Recipient Entity/Project Manager Contact Information: Bob Brown (Bob.brown@loudoun.gov)

NVTA Program Coordinator Contact information:

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>
<b>No Changes</b>

<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>
<b>No Changes</b>



# Project Description Form — 1I

## Basic Project Information

1. **Submitting Agency:**  
Loudoun County
2. **Project Title:**  
Transit Buses
3. **Project Type:**  
☐ Roadway ☐ Multimodal ☒ Transit
4. **Project Description/Scope:** Project to include the procurement of two (2) 40-foot transit buses to introduce Silver Line connecting transit service from a new Park-n-Ride facility known as East Gate Park-n-Ride along Tall Cedars Parkway. The estimated cost per bus is \$440,000 based on contract pricing available in the region.
5. **Route (if applicable)/Corridor:**  
Corridor 1
6. **Total Project Cost:** \$880,000
7. **Total Funds Required:** \$880,000
8. **Phase/s of Project Covered by Funding:** Vehicle procurement and outfitting ready for service.



9. **Project Milestones (by phase, include all phases):**  
 • Initiate revenue service: FY 2014
10. **In TransAction 2040 plan?**  
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
 Yes. CLRP, ID # 2210
12. **Leverages Sources:**  
☒ Local ☐ State ☐ Federal  
☐ Other (please explain)  
 Five other buses will be purchased by Loudoun County.

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 6 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP ☐ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

## Stated Benefits

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1. **What regional benefit/s does this project offer?** Reduce the number of passenger car commuter trips in the Northern Virginia region and provide access to Metrorail stations. Eliminating vehicles from the highway system improves operations, reduces congestion and enhances air quality.
2. **How does the project reduce congestion?** Eliminates passenger car commuters from using the highway system. The opening of the East Gate Park and Ride and these transit buses will remove 440 daily trips (114,400 annually) from the highway.
3. **How does the project increase capacity?** (*Mass transit projects only*) Increases connectivity to Metrorail stations. Transit service will be provided to a new park and ride facility which is expected to open in FY 2014 and does not exist at this time. The park and ride facility has a parking capacity of 220 spaces. There is a very high confidence rate that the facility will fill to capacity each operating day, which translates to 440 daily trips (114,400 annually) to and from the metro-rail station. Assuming an average of 1.5 persons per passenger vehicle this proposal will provide commuter transport for 660 person-trips per day (171,600 annually).
4. **How does the project improve auto and pedestrian safety?** Removing passenger cars and commuters from the highway system, thus eliminating the potential pedestrian/vehicle conflict.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A
6. **Project Picture/Illustratives**



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Two New Transit Buses  
Recipient Entity: Loudoun County  
Project Contact Information: Joe Kroboth, 703-771-5107, Joe.Kroboth@loudoun.gov

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	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions	\$ 880,000.00	\$ 880,000.00				\$ 880,000.00
Other						
Total Estimated Cost	\$ 880,000.00	\$ 880,000.00	\$ -	\$ -	\$ -	\$ 880,000.00

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions			880,000.00							
Other										
Total Estimated Cost	\$ -	\$ -	\$ 880,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November										
December			\$ 880,000.00							
January										
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 880,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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  
DIRECTOR  
Title  
07-07-2014  
Date  
Joseph Kroboth III  
Print name of person signing

Northern Virginia Transportation Authority  
  
Signature  
NVTA Executive Director  
Title  
  
Date  
  
Print name of person signing



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Wednesday, May 21, 2014 at 4:00 p.m.

IN RE: FY2014 NVTA STANDARD PROJECT AGREEMENT (Countywide )

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY2014 NVTA approved projects as part of the Board's June 11, 2014 Public Hearing.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Williams and York - Yes; None - No; Supervisor Volpe - Absent for the Vote.

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

**Date of Meeting:** May 21, 2014

**# 4**

**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** **Northern Virginia Transportation Authority, FY 2014  
Project Award, Standard Project Agreement**

**ELECTION DISTRICT:** Countywide

**CRITICAL ACTION DATE:** May 21, 2014

**STAFF CONTACT(S):** Bob Brown, Transportation & Capital Infrastructure  
Joe Kroboth, III, Transportation & Capital Infrastructure  
Penny Newquist, Management & Financial Resources  
Ben Mays, Management & Financial Resources

**PURPOSE:** To gain Board approval of the standard project agreement between Loudoun County ("County") and the Northern Virginia Transportation Authority (NVTa) for the FY 2014 project awards.

**RECOMMENDATIONS:** Staff recommends that the Board of Supervisors (Board) approve the Standard Project Agreements between the NVTa and the County for the Belmont Ridge Road widening, Route 28 Hot Spot Improvements, two transit buses, and Leesburg Park and Ride Land Acquisition and the Edward's Ferry Road at Route 15 Bypass interchange project(s) and authorize the County Administrator to execute the agreements on behalf of the Board.

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**BACKGROUND:** In 2013, The General Assembly passed HB2313 creating a designated revenue source for funding transportation projects through the NVTa. Thirty percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining 70 percent are available for qualifying jurisdictions to compete for to implement regional transportation projects.

Both the 30 percent local and 70 percent regional funds are available for distribution. The NVTa Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in May 2013. The NVTa PIWG created a two tier project selection process. The first tier determined project eligibility if the project is included in the Regional Constrained Long Range Plan or the NVTa's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTa funding. On June 20, 2013, the NVTa held a



regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted are listed below.

**Loudoun County Project Requests:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Belmont Ridge Road widening, south of the Greenway	\$40,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg Request:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On July 24, 2013 the NVTB Board approved the following Loudoun County and Town of Leesburg projects for funding:

**Loudoun County Project:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On January 15, 2014, the Board approved (8-0-1, Clarke absent) a Memorandum of Agreement between the NVTB, Loudoun County, and the Town of Leesburg and Purcellville for the distribution of the 30 percent local funds.

On March 13, 2014 the NVTB Board approved the Standard Project Agreement (SPA) template. Each project awarded funds from the NVTB must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun and Leesburg projects are attached. Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of the project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTB and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTB and all applicable federal, state and local laws;

- The local jurisdiction may not use the funds for any purpose other than those projects costs not consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTa shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTa Executive Director shall periodically evaluate the NVTa's cash flow estimates and that the locality shall provide accurate and timely information to the NVTa to make accurate estimates;
- Requires the locality to notify the NVTa Executive Director of any additional or unforeseen project costs are incurred from unanticipated circumstances such that the NVTa can adjust project cash flow estimates;
- Requires the locality to release or return any unexpended funds to the NVTa no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTa and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTa staff including the NVTa's Program Coordinator;
- Provides the NVTa the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, disputes resolution, appropriation requirements, notices, etc.

**ISSUES:** The SPA has been approved by the NVTa as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTa until the SPA is executed by the local jurisdiction.

At the May 8, 2014 meeting, the NVTa Finance Committee approved the proposal by the interim NVTa Executive Director and the Chief Financial Officer to establish a reserve for the line-of-credit which is required by rating agencies. For cash flow purposes, NVTa is targeting the end of June 2014 to have the line of credit in place. The line-of-credit serves as "bridge" funding until the bond sale occurs in the foreseeable future. In order to fully fund the reserve prior to July 2014, the use of an estimated \$33.2 million of project funding from the FY 2014 regional funds is required. The NVTa requested the counties of Loudoun, Fairfax and Arlington to identify projects that would not be detrimentally impacted by a delay of funding through the end of September 2014. Each County identified projects that would not be detrimentally affected (work would not be delayed) should funds be delayed until September 30, 2014. Fairfax County identified the Innovation Center Metrorail Station in the amount of \$13.5 million,

Arlington County identified the Columbia Pike Multi-modal project in the amount of \$6.2 million and Loudoun County identified the Belmont Ridge Road project in the amount of \$13.5 million. The Loudoun project widens Belmont Ridge Road from Gloucester Parkway to Hay Road. The full amount of NVTa funding for this project is \$30,872,000. Of this amount \$20 million is from the 70 percent regional funds. The remainder is from the 30 percent local funds. The project schedule calls for the following milestones:

- June 1, 2014 VDOT will issue the Request for Qualifications
- September 2014, VDOT will issue the Request for Proposals
- Spring 2015, VDOT plans to award a design-build construction contract with
- Fall of 2018 project completion.

Given that local 30 percent NVTa funds are available for the short term, delaying receipt of the regional funds will not negatively affect the project schedule.

The approved NVTa 70 percent Regional funding is \$34,280,000 for Loudoun County and \$1,000,000 for the Town of Leesburg, for which, this total amount exceeds one percent of the total appropriations of \$2,782,906,923 across all funds for Loudoun as adopted in the FY 2014 Appropriations Resolution. Virginia Code statute § 15.2-2507 requires: *Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by § 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date. The notice shall state the governing body's intent to amend the budget and include a brief synopsis of the proposed budget amendment. Any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendments.* As such, this appropriation requires public comment and the necessary budget adjustments are proposed to be included as part of the Board of Supervisors' June 11, 2014 Public Hearing agenda.

Unlike the other projects listed in this item, Loudoun County will not be directly involved in the construction and management of the Edward's Ferry at Route 15 Bypass Interchange project for the Town of Leesburg. Thus a question of the role that Loudoun County should have regarding this project is presented for the Board of Supervisors consideration. By including the SPA for the Town of Leesburg project, Loudoun will retain responsibility for overseeing the requirements made by the NVTa. As you will recall projects requested by towns for NVTa funding are submitted through the County. The County already has responsibility for oversight and management of the local 30 percent funds received from NVTa. No decision has been made regarding the regional 70 percent funding. Staff is inclined to recommend that the County remain involved in that the ultimate responsibility and consequences for the use of the local and regional revenues remains with the Board of Supervisors.

**FISCAL IMPACT:** Executed Standard Project Agreements must be submitted to NVTa in order to obtain NVTa 70 percent regional funds allocated to the County in FY 2014. The FY 2014 project awards from the NVTa to Loudoun County total \$34,280,000 and the Town of Leesburg awards total \$1,000,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTa. Further, the necessary budget adjustments to estimate and appropriate the funding of up to \$34,280,000 are proposed to be included for the Board of Supervisors' June 11, 2014 Public Hearing agenda.

**ALTERNATIVES:** The Board could chose not to execute the agreement and thus forfeit the funding award.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY 2014 NVTa approved projects as part of the Board's June 11, 2014 Public Hearing.

OR

2. I move an alternate motion.

**ATTACHMENTS:**

1. Standard Project Agreement for each project awarded funding from the FY 2014 allocation.
2. NVTa project facts sheets distributed at the NVTa public hearing on June 20, 2013.
3. Proposed project cash flow reports.
4. Resolutions



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a public hearing of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, June 11, 2014 at 6:00 p.m.

IN RE: NOTICE OF INTENT TO AMEND THE FY 2014 CAPITAL IMPROVEMENT PROGRAM AND ADOPTED BUDGET TO APPROPRIATE FY 2014 NVTA REGIONAL FUNDS (Countywide)

Mr. Williams moved that the Board of Supervisors suspend the rules.

Seconded by Mr. Buona.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

Mr. Williams moved that the Board of Supervisors approve Budget Adjustment BA-1527827 to appropriate \$34,280,000 in FY 2014 NVTA Regional Funds in the Transportation District Fund, and transfer \$34,280,000 to the County's Capital Fund.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

A COPY TESTE:

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** July 24, 2014

**SUBJECT:** Regional Funding Project 107-14-011-1-02 (Belmont Ridge Road-Route 659 North of Dulles Greenway Widening)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 107-14-011-1-02.
2. **Suggested motion.** *I move approval of the proposed Standard Project 107-14-011-1-02 (Belmont Ridge Road-Route 659 North of Dulles Greenway Widening), 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 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by Loudoun County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 107-14-011-1-02

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
THE COUNTY OF LOUDOUN, VIRGINIA  
(Recipient Entity)**

NVTA Project Number: 107-14-011-1-02

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 THE COUNTY OF LOUDOUN, VIRGINIA ("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 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(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 15.2-4838.01 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 15.2- 4838.1;

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

WHEREAS, Section 15.2-4838.1 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 15.2-4838.1;

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, LOUDOUN 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 LOUDOUN COUNTY's application for funding and has approved LOUDOUN COUNTY's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by LOUDOUN 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 15.2-4838.1.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 LOUDOUN COUNTY to finance the Project;

WHEREAS, NVTA agrees that LOUDOUN COUNTY will design and/or construct the Project or perform such other specific work for the Project and LOUDOUN 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 LOUDOUN 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 LOUDOUN 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

LOUDOUN 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 15.2-4838.1(A) and 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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, LOUDOUN COUNTY further recognizes that NVTA's reimbursement to LOUDOUN 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. LOUDOUN 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, LOUDOUN 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 LOUDOUN 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. LOUDOUN 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. LOUDOUN 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 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.

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 LOUDOUN 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 LOUDOUN COUNTY misapplied or used in contravention of Sections 15.2-4829 *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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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, LOUDOUN 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 LOUDOUN 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 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

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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN 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 LOUDOUN COUNTY that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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.

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

C. Term

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



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 Office 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

Agreement. In the event that LOUDOUN 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, LOUDOUN 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 LOUDOUN COUNTY refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from LOUDOUN 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 LOUDOUN 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;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to LOUDOUN COUNTY, to the attention of Mr. Tim Hemstreet  
County Administrator  
1 Harrison Street S.E., Leesburg (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

LOUDOUN 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: \_\_\_\_\_

\_\_\_\_\_  
THE COUNTY OF LOUDOUN, VIRGINIA (Name of Recipient Entity)

By: 

Date: 6/30/14

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

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

NVT A Project Title: Belmont Ridge Road (Northern Segment)

Recipient Entity: Loudoun County

Recipient Entity/Project Manager Contact Information: Bob Brown (Bob.brown@loudoun.gov)

NVT A Program Coordinator Contact information:

<b>Project Scope</b>
<p><b>Only Complete if Different from the Approved NVT A Project Description Sheet</b></p> <p><b>No Changes</b></p>

<b>Detailed Scope of Services</b>
<p><b>Only Complete if Different from the Approved NVT A Project Description Sheet</b></p> <p><b>No Changes</b></p>



# Project Description Form — 2A

## Basic Project Information

1. **Submitting Agency:**  
Loudoun County
2. **Project Title:** Belmont Ridge Road  
(Route 659) North of the Dulles Greenway  
Widening
3. **Project Type:**  
☒ Roadway ☐ Multimodal ☐ Transit
4. **Project Description/Scope:** Widening  
of Belmont Ridge Road (Route 659) between  
Gloucester Parkway and Hay Road segment,  
including a grade separation structure to carry  
the Washington & Old Dominion (W&OD)  
trail over Belmont Ridge Road. The project is  
approximately 10,200 linear feet in length.
5. **Route (if applicable)/Corridor:**  
Route 659 / Corridor 2
6. **Total Project Cost:** \$55,000,000
7. **Total Funds Required:** \$20,000,000
8. **Phase/s of Project Covered by  
Funding:** Design and Construction



9. **Project Milestones (by phase, include  
all phases):**
  - Design Start: 30% plans completed in  
2007, which will be used for Design/Build  
contracting
  - Design Complete: November 2013 (part of  
D-B Process)
  - Construction Start: June/July 2014
  - Construction Complete: May/June 2016
10. **In TransAction 2040 plan?**  
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
Yes CLRP, ID # 2585
12. **Leverages Sources:**  
☒ Local ☐ State ☐ Federal  
☐ Other (please explain)  
\$35,000,000 local funding; \$20,000,000  
request to NVTa.

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 7 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP ☐ TA2040 only

**Rating** ☒ High ☐ Med ☐ Low

# Stated Benefits

- 1. What regional benefit/s does this project offer?** Belmont Ridge Road (VA Route 659) is a critical north-south corridor along the western boundary of the Ashburn Community. Currently, Belmont Ridge Road (VA Route 659) is largely a two-lane rural road from VA Route 7 south to the future intersection with Croson Lane (VA Route 645), just north of the Brambleton development.  
The roadway is planned to ultimately be widened to four lanes; some segments of four-lane divided roadway have already been constructed just north and south of the Dulles Greenway (VA Route 267) interchange in conjunction with adjacent developments. The project is significant as it is the ultimate connection to the State identified North/South Corridor of Statewide Significance.
- 2. How does the project reduce congestion?** The widening from 2 to 4 lanes will reduce congestion for both commuters and school related traffic as Belmont Ridge Road is a primary route for both types of trips. The widening will also help relieve congestion at the intersections along the corridor and improve the operation and safety of the corridor. The operations of several intersections are hampered due to the volume of heavy trucks and the gradient, particularly at Route 7. The project will eliminate the at-grade intersection of Belmont Ridge Road and the W.O. & D. trail, thus eliminating the conflicts and safety concerns.  
Traffic has increased from about 1,400 vehicles per day (vpd) in 1995 to almost 13,000 vpd in 2011. Traffic is projected to double by 2032 with up to 11% of the traffic in the form of heavy trucks. The project addresses current and future traffic volumes and ongoing developments along the corridor.
- 3. How does the project increase capacity?** *(Mass transit projects only)* N/A
- 4. How does the project improve auto and pedestrian safety?** The project will grade separate the W.O. & D. trail which is today has an at-grade (unsignalized) crossing of Belmont Ridge. The crossing has been subject to many accidents between pedestrians and bicyclist. The project will also provide additional trails and sidewalks alongside Belmont Ridge in accordance with the County's Countywide Transportation Plan (CTP). The project upgrades a rural two-lane roadway to modern safety standards.
- 5. List internet address/link to any additional information or documentation in support of project benefits. *(Optional)***  
[http://www.virginiadot.org/projects/northernvirginia/belmont\\_ridge\\_road.asp](http://www.virginiadot.org/projects/northernvirginia/belmont_ridge_road.asp)
- 6. Project Picture/Illustratives**



*Northbound Traffic during PM Peak*



*Existing at-grade crossing of the W & OD Trail*



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Belmont Ridge Road, North of the Dulles Greenway  
Recipient Entity: Loudoun County  
Project Contact Information: Joe Kroboth, 703-771-5107, Joe.Kroboth@loudoun.gov

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	\$ 2,100,000.00		\$ -	GO Bonds	\$ 2,100,000.00	\$ 2,100,000.00
Engineering						
Environmental Work						
Right-of-Way Acquisition	\$10,500,000	\$ 10,500,000.00				10500000
Construction	\$ 10,805,386.00			NVTA 30% Funds	\$ 10,805,386.00	\$ 10,805,386.00
Construction	\$ 9,500,000.00	\$ 9,500,000.00	\$ -			\$ 9,500,000.00
Construction	\$ 26,000,000.00			Local Tax Funding	\$ 26,000,000.00	\$ 26,000,000.00
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 58,905,386.00	\$ 20,000,000.00	\$ -	\$ -	\$ 38,905,386.00	\$ 58,905,386.00

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition			2,000,000.00		8,500,000.00					
Construction					6,500,000.00		3,000,000.00			
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ 15,000,000.00	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July	0		\$ 2,000,000.00		\$ 1,250,000.00		\$ 1,575,000.00			
August	0				\$ 1,250,000.00		\$ 1,425,000.00			
September	0				\$ 1,250,000.00					
October	0				\$ 1,250,000.00					
November	0				\$ 1,250,000.00					
December	0				\$ 1,250,000.00					
January	0				\$ 1,250,000.00					
February	0				\$ 1,250,000.00					
March	0				\$ 1,250,000.00					
April	0				\$ 1,250,000.00					
May	0				\$ 1,250,000.00					
June	0				\$ 1,250,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ 15,000,000.00	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -

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

NVTA Executive Director

Title

Date

Print name of person signing





Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Wednesday, May 21, 2014 at 4:00 p.m.

IN RE:        FY2014 NVTa STANDARD PROJECT AGREEMENT (Countywide )

Mr. Buona moved that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY2014 NVTa approved projects as part of the Board's June 11, 2014 Public Hearing.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Williams and York - Yes; None – No; Supervisor Volpe – Absent for the Vote.

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

**Date of Meeting:** May 21, 2014

**# 4**

**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** **Northern Virginia Transportation Authority, FY 2014  
Project Award, Standard Project Agreement**

**ELECTION DISTRICT:** Countywide

**CRITICAL ACTION DATE:** May 21, 2014

**STAFF CONTACT(S):** Bob Brown, Transportation & Capital Infrastructure  
Joe Kroboth, III, Transportation & Capital Infrastructure  
Penny Newquist, Management & Financial Resources  
Ben Mays, Management & Financial Resources

**PURPOSE:** To gain Board approval of the standard project agreement between Loudoun County ("County") and the Northern Virginia Transportation Authority (NVTA) for the FY 2014 project awards.

**RECOMMENDATIONS:** Staff recommends that the Board of Supervisors (Board) approve the Standard Project Agreements between the NVTA and the County for the Belmont Ridge Road widening, Route 28 Hot Spot Improvements, two transit buses, and Leesburg Park and Ride Land Acquisition and the Edward's Ferry Road at Route 15 Bypass interchange project(s) and authorize the County Administrator to execute the agreements on behalf of the Board.

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**BACKGROUND:** In 2013, The General Assembly passed HB2313 creating a designated revenue source for funding transportation projects through the NVTA. Thirty percent of the funds, referred to as local funds, are distributed to the qualifying jurisdictions using a formula base method. The remaining 70 percent are available for qualifying jurisdictions to compete for to implement regional transportation projects.

Both the 30 percent local and 70 percent regional funds are available for distribution. The NVTA Project Implementation Working Group (PIWG) solicited applications from jurisdictions for the regional funds in May 2013. The NVTA PIWG created a two tier project selection process. The first tier determined project eligibility if the project is included in the Regional Constrained Long Range Plan or the NVTA's TransAction 2040 plan. The second tier analysis rated the project on criteria such as congestion relief, capacity increase, improved safety, project readiness, and the leveraging of non-NVTA funding. On June 20, 2013, the NVTA held a

regional public information meeting for all projects proposed for funding distribution. The Loudoun County projects submitted are listed below.

**Loudoun County Project Requests:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Belmont Ridge Road widening, south of the Greenway	\$40,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg Request:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On July 24, 2013 the NVTa Board approved the following Loudoun County and Town of Leesburg projects for funding:

**Loudoun County Project:**

Route 28 Hot Spot, SB lane from Sterling Blvd to Dulles Toll Road	\$12,400,000
Belmont Ridge Road widening, north of the Greenway	\$20,000,000
Transit buses, 40' metro connector	\$880,000
Leesburg area park and ride facility, land acquisition	\$1,000,000

**Town of Leesburg:**

Edward's Ferry Rd at Route 15 Bypass Interchange (Leesburg Project)	\$1,000,000
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On January 15, 2014, the Board approved (8-0-1, Clarke absent) a Memorandum of Agreement between the NVTa, Loudoun County, and the Town of Leesburg and Purcellville for the distribution of the 30 percent local funds.

On March 13, 2014 the NVTa Board approved the Standard Project Agreement (SPA) template. Each project awarded funds from the NVTa must have a SPA completed and executed before the funds can be distributed. The SPA's for each of the Loudoun and Leesburg projects are attached. Staff is seeking approval from the Board for the SPA's and authorization for the County Administrator to execute these agreements on behalf of the Board.

The SPA stipulates the terms and conditions of the project award. More specifically, the following issues are stipulated within the SPA:

- Establishes the relationship between the NVTa and the local jurisdiction regarding the distribution of regional transportation funds for the administration, performance, and completion of the project(s);
- Requires all work to be performed in accordance with the project descriptions approved by the NVTa and all applicable federal, state and local laws;

- The local jurisdiction may not use the funds for any purpose other than those projects costs not consistent with the applicable legislation or terms of the SPA;
- The locality shall provide requests for payment containing detailed summaries of actual project costs incurred with supporting documentation and certifying all such costs were incurred in the performance of the work;
- The project funding distributions shall be on a reimbursement basis and the NVTa shall provide the reimbursement within 20 days of the locality submitting for said reimbursement;
- Reimbursements shall be made through electronic transfer;
- The NVTa Executive Director shall periodically evaluate the NVTa's cash flow estimates and that the locality shall provide accurate and timely information to the NVTa to make accurate estimates;
- Requires the locality to notify the NVTa Executive Director of any additional or unforeseen project costs are incurred from unanticipated circumstances such that the NVTa can adjust project cash flow estimates;
- Requires the locality to release or return any unexpended funds to the NVTa no more than 90 days following the final project payment;
- Requires the locality to maintain accurate financial records relative to the project;
- Requires the NVTa and its bond trustee to be named as an additional insured party to all construction contracts;
- Requires procurement to be in compliance with Virginia law;
- The roles and responsibilities of the locality and the NVTa staff including the NVTa's Program Coordinator;
- Provides the NVTa the opportunity to perform periodic project inspections and reviews; and
- Other related legal terms such as duration of agreement, disputes resolution, appropriation requirements, notices, etc.

**ISSUES:** The SPA has been approved by the NVTa as their template for project agreements and is not subject to modification by the local jurisdiction. Funds cannot be distributed from the NVTa until the SPA is executed by the local jurisdiction.

At the May 8, 2014 meeting, the NVTa Finance Committee approved the proposal by the interim NVTa Executive Director and the Chief Financial Officer to establish a reserve for the line-of-credit which is required by rating agencies. For cash flow purposes, NVTa is targeting the end of June 2014 to have the line of credit in place. The line-of-credit serves as "bridge" funding until the bond sale occurs in the foreseeable future. In order to fully fund the reserve prior to July 2014, the use of an estimated \$33.2 million of project funding from the FY 2014 regional funds is required. The NVTa requested the counties of Loudoun, Fairfax and Arlington to identify projects that would not be detrimentally impacted by a delay of funding through the end of September 2014. Each County identified projects that would not be detrimentally affected (work would not be delayed) should funds be delayed until September 30, 2014. Fairfax County identified the Innovation Center Metrorail Station in the amount of \$13.5 million,

Arlington County identified the Columbia Pike Multi-modal project in the amount of \$6.2 million and Loudoun County identified the Belmont Ridge Road project in the amount of \$13.5 million. The Loudoun project widens Belmont Ridge Road from Gloucester Parkway to Hay Road. The full amount of NVTa funding for this project is \$30,872,000. Of this amount \$20 million is from the 70 percent regional funds. The remainder is from the 30 percent local funds. The project schedule calls for the following milestones:

- June 1, 2014 VDOT will issue the Request for Qualifications
- September 2014, VDOT will issue the Request for Proposals
- Spring 2015, VDOT plans to award a design-build construction contract with
- Fall of 2018 project completion.

Given that local 30 percent NVTa funds are available for the short term, delaying receipt of the regional funds will not negatively affect the project schedule.

The approved NVTa 70 percent Regional funding is \$34,280,000 for Loudoun County and \$1,000,000 for the Town of Leesburg, for which, this total amount exceeds one percent of the total appropriations of \$2,782,906,923 across all funds for Loudoun as adopted in the FY 2014 Appropriations Resolution. Virginia Code statute § 15.2-2507 requires: *Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by § 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date. The notice shall state the governing body's intent to amend the budget and include a brief synopsis of the proposed budget amendment. Any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendments.* As such, this appropriation requires public comment and the necessary budget adjustments are proposed to be included as part of the Board of Supervisors' June 11, 2014 Public Hearing agenda.

Unlike the other projects listed in this item, Loudoun County will not be directly involved in the construction and management of the Edward's Ferry at Route 15 Bypass Interchange project for the Town of Leesburg. Thus a question of the role that Loudoun County should have regarding this project is presented for the Board of Supervisors consideration. By including the SPA for the Town of Leesburg project, Loudoun will retain responsibility for overseeing the requirements made by the NVTa. As you will recall projects requested by towns for NVTa funding are submitted through the County. The County already has responsibility for oversight and management of the local 30 percent funds received from NVTa. No decision has been made regarding the regional 70 percent funding. Staff is inclined to recommend that the County remain involved in that the ultimate responsibility and consequences for the use of the local and regional revenues remains with the Board of Supervisors.

**FISCAL IMPACT:** Executed Standard Project Agreements must be submitted to NVTa in order to obtain NVTa 70 percent regional funds allocated to the County in FY 2014. The FY 2014 project awards from the NVTa to Loudoun County total \$34,280,000 and the Town of Leesburg awards total \$1,000,000. No local funding match is required to receive this funding, and the funding will be distributed solely on a reimbursement basis once all proper documentation for eligible expenses are submitted to NVTa. Further, the necessary budget adjustments to estimate and appropriate the funding of up to \$34,280,000 are proposed to be included for the Board of Supervisors' June 11, 2014 Public Hearing agenda.

**ALTERNATIVES:** The Board could chose not to execute the agreement and thus forfeit the funding award.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the Northern Virginia Transportation Authority's Standard Project Agreement for the FY 2014 project awards, authorize the County Administrator to execute the agreements on behalf of the Board of Supervisors and direct staff to include the necessary budget adjustments to estimate and appropriate the funding of up to \$35,280,000 for the FY 2014 NVTa approved projects as part of the Board's June 11, 2014 Public Hearing.

OR

2. I move an alternate motion.

**ATTACHMENTS:**

1. Standard Project Agreement for each project awarded funding from the FY 2014 allocation.
2. NVTa project facts sheets distributed at the NVTa public hearing on June 20, 2013.
3. Proposed project cash flow reports.
4. Resolutions



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a public hearing of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Wednesday, June 11, 2014 at 6:00 p.m.

IN RE: NOTICE OF INTENT TO AMEND THE FY 2014 CAPITAL IMPROVEMENT PROGRAM AND ADOPTED BUDGET TO APPROPRIATE FY 2014 NVTA REGIONAL FUNDS (Countywide)

Mr. Williams moved that the Board of Supervisors suspend the rules.

Seconded by Mr. Buona.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

Mr. Williams moved that the Board of Supervisors approve Budget Adjustment BA-1527827 to appropriate \$34,280,000 in FY 2014 NVTA Regional Funds in the Transportation District Fund, and transfer \$34,280,000 to the County's Capital Fund.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York – Yes; None - No.

A COPY TESTE:

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## TECHNICAL ADVISORY COMMITTEE

MEMORANDUM

**FOR:** Members, Northern Virginia Transportation Authority

**FROM:** Chairman Martin E. Nohe, NVTA

**DATE:** July 21, 2014

**SUBJECT:** NVTA Two Year Program Development Schedule

---

1. **Purpose.** To seek Authority approval of the proposed schedule for the FY2015-16 Two Year Program.
2. **Suggested Motion:** *I move approval of the proposed FY2015-16 Two Year Program Development Schedule.*
3. **Background.** The Project Implementation Working Group (PIWG) met on July 11, 2014, to receive a presentation by VDOT on the findings of the HB599 rating study. These findings provided initial results to inform the development of the first two years of NVTA's Six Year Program, referred to as the NVTA Two Year Program.

The PIWG reviewed a proposed schedule for developing the NVTA Two Year Program at its meeting on July 11, 2014. This program will include projects to be funded using the Authority's '70% funds' for FY2015 and FY2016. Future updates to the program will include projects to be funded using FY2017 funding onwards.

4. **Discussion.** Subsequent to the PIWG meeting, the proposed schedule for developing the NVTA Two Year Program was modified to reflect an accelerated schedule for completing the program. This accelerated schedule, for which Authority approval is now sought, will enable the Authority to program projects with 70% funds sooner than would be the case with the schedule reviewed by the PIWG. However, the accelerated schedule assumes that VDOT's HB599 process remains on schedule. The proposed schedule also assumes that coordination between various NVTA committees can be completed during the holiday season, enabling a public hearing in early 2015. In the event that delays to the accelerated schedule occur, it is envisioned that the NVTA Two Year Program will be completed no later than the schedule reviewed by the PIWG on July 11, 2014.

PIWG members and NVTA staff will be available at the July 24, 2014, NVTA meeting to answer questions.



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

**Attachment:** Draft FY15-16 Two Year Program Development Schedule

Northern Virginia Transportation Authority

**DRAFT** Schedule for the FY15-16 Program

<b>July 24, 2014</b>	<b>Report to the Authority on basic results of HB599 Interim Rating Study (VDOT)</b>  <i>NVTA adopts schedule for NVTA FY15-16 Program</i>
<i>August 2014</i>	<i>PIWG develops draft project selection criteria for NVTA FY15-16 Program</i>
<i>September 2014</i>	<i>Coordination with JACC, TAC, PCAC on project selection criteria</i>
<i>October 2014</i>	<i>NVTA approves NVTA project selection criteria</i>
<b>November 2014</b>	<b>VDOT releases draft Detailed HB 599 Rating Report</b>
<i>November/December 2014</i>	<i>NVTA Staff/PIWG develop “Strawman” Draft NVTA FY15-16 Program through approved project selection criteria and results of draft Detailed Rating Report</i>
<b>December 11, 2014</b>	<b>NVTA to receive briefing on VDOT draft Detailed Rating Report</b>
<b>December 31, 2014</b>	<b>VDOT releases Final HB 599 Rating Report</b>
<i>December 2014/Jan. 2015</i>	<i>Coordination with JACC, TAC, PCAC on Draft FY15-16 Program</i>
<b>January 2015</b>	<b>NVTA to receive briefing on VDOT Final HB599 Rating Report</b>
<i>January 2015</i>	<i>NVTA approves Draft NVTA FY15-16 Program for Public Hearing</i>
<i>February 2015</i>	<i>Hold Public Hearings on Draft NVTA FY15-16 Program</i>
<i>March 2015</i>	<i>NVTA approves FY15-16 Program</i>

**Financial Working Group  
Northern Virginia Transportation Authority**

**MEMORANDUM**

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

Members  
Northern Virginia Transportation Authority

**FROM:** William Euille, Chairman  
Financial Working Group  
Northern Virginia Transportation Authority

**SUBJECT:** Approval of Memorandum of Agreement between the Authority, the Virginia Department of Transportation and the Department of Rail and Public Transportation Associated with the Regional Transportation Revenues Received by the Authority

**DATE:** July 17, 2014

**Recommendation**

The Financial Working Group recommends that the Authority approve, in substantial form, the Memorandum of Agreement (MOA) between the Authority, the Virginia Department of Transportation (VDOT) and the Department of Rail and Public Transportation (DRPT) related to the collection and use of the regional transportation revenues revised (Attachment I).

**Background**

HB 2313 (2013) established three regional taxes and fees to support transportation projects in Northern Virginia. These taxes and fees generate approximately \$290 million annually (FY 2014). These revenues are collected by the Commonwealth before being transferred to the Authority. Currently, VDOT acts as a pass through agent for two of the three Authority revenues, the Grantors Tax and Transient Occupancy Tax. The MOA is intended to establish procedures and expectations, and define each agency's roles and responsibilities. The MOA is designed to accommodate changes if this situation were to change.

The major provisions of the agreement are:

- The Virginia Department of Taxation is responsible for collecting the revenues and depositing them into the Northern Virginia Transportation Authority Fund (NVTAF);
- Revenues in the NVTAF will be transferred to VDOT to subsequently transfer to the Authority;

- VDOT will function only as a pass-through agency for budgeting and appropriation purposes, but neither VDOT or DRPT will have any responsibility for collection or expenditure of the funds;
- The Authority is responsible for determining whether or not the funds deposited exceed the needs and demands for transportation project in Northern Virginia and may invest any excess funds.
- The funds in the NVTAF are subject to appropriation by the General Assembly and the Authority for authorized purposes;
- Neither VDOT nor DRPT have authority over or responsibility for the NVTAF;
- VDOT will provide the Authority with the Department of Taxation's estimates for the taxes and fees approved by HB 2313;
- VDOT will provide the Authority with monthly financial reports, including income by revenue source;
- VDOT shall not withhold administrative costs from the revenues when it deposits them in the NVTAF;
- VDOT and DRPT agree that the NVTAF revenues and any bond proceeds are eligible to satisfy local match requirements for projects that qualify for VDOT Revenue Sharing Program funding or any other program administered by VDOT or DRPT requiring matching funding from local sources;
- VDOT and DRPT agree to actively engage the Authority in the development of their recommendations to the Commonwealth Transportation Board (CTB) concerning the Northern Virginia projects in the Six Year Improvement Program (SYIP) and in the Six Year Plan developed by the Authority and any other Authority planning efforts to maximize resources and implement project as efficiently as possible;
- VDOT agrees to work collaboratively with the Authority in the project rating program required by the General Assembly, including development of a mutually agreed upon schedule that allows sufficient time for Authority review and comment;
- VDOT and DRPT acknowledge that the Authority is empowered to issue debt and that the revenues in the NVTAF are expected to be used for debt service.
- VDOT and DRPT will include a request for appropriation of the funding in the NVTAF in the Commonwealth's budgeting process and use their best efforts to secure General Assembly approval;
- The Authority will ensure the NVTAF is administered in accordance with the Code of Virginia, particularly the sections regarding the Authority;

The Authority will cooperate with VDOT, DRPT and other state entities in conducting a review of the implementation of the regional taxing authorities to determine what additional

Martin E. Nohe, Chairman  
Members, Northern Virginia Transportation Authority  
Page Three  
July 17, 2014

- powers and authorities regional transportation authorities, commissions, etc., may need to ensure the proper utilization of the regional revenues;
- The Authority will actively engage VDOT and DRPT in the development to their recommendation for the CTB regarding the SYIP and in the development of its Six Year Plan to maximize resources and ensure that projects are implemented as efficiently as possible.
- The Authority will work collaboratively with VDOT in the process for rating potential projects in terms of their ability to reduce congestion and facilitate emergency evacuation.

Members of the Financial Working Group and the Council of Counsels will be available at the July 24, 2014, Authority meeting to answer questions.

Cc: Members, NVTA Jurisdiction and Agency Committee  
Members, NVTA Financial Working Group  
Members, Council of Counsels  
Monica Backmon, Executive Director  
Michael Longhi, Chief Financial Officer



7-18-14

**MEMORANDUM OF AGREEMENT BETWEEN  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION, THE VIRGINIA DEPARTMENT OF  
RAIL AND PUBLIC TRANSPORTATION AND  
THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
RELATING TO  
IMPLEMENTATION OF CHAPTER 766 OF THE 2013 ACTS OF ASSEMBLY**

**WHEREAS**, the 2013 Virginia General Assembly adopted and enacted into law House Bill 2313, 2013 Va. Acts of Assembly, Chapter 766 (“Chapter 766”); and

**WHEREAS**, Chapter 766 provides for imposition of certain state taxes and fees in localities comprising planning districts that meet certain criteria as specified in the Act,

**WHEREAS**, Planning District 8 meets the criteria specified in §§ 58.1-603.1, 58.1-604.01, 58.1-604.1, 58.1-614, 58.1-802.2, and 58.1-1742 of the Code of Virginia of 1950 (as amended) and the taxes and fees specified in those sections shall be imposed in the localities comprising Planning District 8; and

**WHEREAS**, Chapter 766, in § 15.2-4838.01, establishes the Northern Virginia Transportation Authority Fund (“NVTAF”) and specifies that all revenues dedicated to the NVTAF pursuant to § 58.1-638 (which includes revenues attributable to the taxes and fees imposed pursuant to §§ 58.1-603.1, 58.1-604.01, 58.1-604.1, and § 58.1-614), and §§ 58.1-802.2 and 58.1-1742 (collectively, the “NVTAF Revenues”), shall be paid into the state treasury, credited to the fund and the amounts so dedicated deposited monthly by the Comptroller; and

**WHEREAS**, Chapter 766, in § 15.2-4838.01, provides further that the amounts dedicated to the NVTAF shall be distributed to the Northern Virginia Transportation Authority (“NVTAF”) for use in accordance with § 15.2-4838.1; and

**WHEREAS**, Chapter 766, in §15.2-4838.1 provides, among other things, that all NVTAF revenues shall be used by NVTAF solely for transportation purposes benefitting those counties and cities that are embraced by NVTAF; and

**WHEREAS**, Chapter 766, in §15.2-4838.1, also provides that 30 percent of the revenues received by NVTAF shall be distributed on a pro rata basis to localities embraced by NVTAF, with each locality’s share being the total of such NVTAF Revenues received by NVTAF that are generated or attributable to the locality divided by the total of such NVTAF Revenues received by NVTAF (“Locality Share”), to be used by the locality in funding certain transportation or congestion related projects or improvements or for public transportation purposes; and

**WHEREAS**, Chapter 766, in §15.2-4838.1 provides further that the remaining 70 percent of the NVTAF Revenues (“Regional Funds”) shall be used by NVTAF solely to fund mass transit capital projects that increase capacity; or transportation projects selected by NVTAF that are contained in the regional transportation plan in accordance with §15.2-4830 and, with the exception of those Regional Funds received in fiscal year 2014, that have been rated in accordance with §33.1-13.03:1; and

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**WHEREAS**, § 15.2-4839 authorizes NVTA to issue bonds and other evidences of debt for any of its purposes, and on July 24, 2013, NVTA adopted a resolution approving among other things the issuance of its initial series of bonds to be secured by a pledge of the Regional Funds; and

**WHEREAS**, NVTA, the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”) have determined that it is necessary for the three entities to enhance coordination of transportation planning and programming functions in order to ensure the most effective and efficient use of revenues deposited into the NVTAF and received by the NVTA pursuant to Chapter 766, in conjunction with other state and federal transportation revenues; and

**WHEREAS**, the Virginia Department of Taxation bears responsibility for collecting and depositing into the NVTAF all of the NVTA Revenues; and

**WHEREAS**, the NVTA Revenues collected and deposited by the Virginia Department of Taxation are subsequently transferred to and treated as pass-through funds by VDOT, but neither VDOT nor DRPT bears any responsibility for the collection, deposit or expenditure of the NVTA Revenues; and

**WHEREAS**, NVTA is responsible for determining whether the NVTA revenues exceed the amount required to meet the current needs and demands to fund transportation projects pursuant to §15.2-4838.1, and upon making such a determination, NVTA may invest such excess moneys to the same extent as provided in § 33.1-23.03:5 for excess funds in the Transportation Trust Fund.

**NOW THEREFORE**, in order to most effectively administer the expenditure of funds once deposited into the NVTAF, the Parties have deemed it necessary and prudent to identify their respective roles and responsibilities with regard to implementation of Chapter 766 by means of this Memorandum of Agreement (“Agreement”) and, accordingly, agree as follows:

### **1. USE AND AVAILABILITY OF FUNDS:**

- a. Use of funds in the NVTAF shall be consistent with state and federal law. Further, availability of NVTAF funds is subject to appropriation by the General Assembly and NVTA for authorized purposes.
- b. Other than as expressly provided below, nothing in this Agreement shall be construed as charging or granting VDOT, DRPT, or any other state entity with authority over or responsibility for the NVATF not otherwise prescribed by state law.

### **2. VDOT’S AND DRPT’S ROLE AND RESPONSIBILITIES:**

- a. VDOT will provide NVTA with the Department of Taxation’s estimates of the NVTA Revenues that will result from the state taxes and fees imposed in Planning District 8 pursuant to Chapter 766, as they are made available for public distribution.
- b. VDOT will provide NVTA with monthly financial reports relating to the NVTAF in a form similar to the example attached as Exhibit A, and which will include the following information:



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- i. Income by revenue source as detailed by the collecting agency;
  - ii. Interest earnings; and
  - iii. Administrative costs charged to the NVTAF by the Department of Taxation and other departments and agencies of the Commonwealth, if any.
- c. VDOT, as the department to which the NVTAF Revenues are appropriated for Commonwealth budgeting purposes, and no other, shall make direct payment in monthly transfers to NVTAF of all NVTAF Revenues in VDOT's possession. In so doing, VDOT shall not withhold any sums for administrative costs or other purposes, nor shall VDOT condition the transfer of NVTAF Revenues in any way.
- d. For all projects funded in whole or in part with Regional Funds or bond or other debt secured by Regional Funds ("NVTAF Bond Proceeds") for which said funds are requested by a locality or other eligible recipient ("Recipient"), and such Recipient has requested that VDOT or DRPT administer the project, and VDOT or DRPT agrees to do so, such projects will be administered using VDOT or DRPT's project administration agreements with such addenda as may be agreed to by VDOT or DRPT and the Recipient, upon consultation with NVTAF, to ensure compliance with the provisions of Chapter 766.
- e. For all projects funded in whole or in part with Regional Funds or bond or other debt secured by Regional Funds ("NVTAF Bond Proceeds") for which said funds are requested, that are to be administered by VDOT or DRPT, said projects will be administered using NVTAF's standard project agreement, subject to such revisions as may be requested by VDOT or DRPT and agreed to by NVTAF to ensure compliance with legal requirements applicable to VDOT or DRPT and with necessary VDOT or DRPT administrative procedures to the extent such administrative practices are not inconsistent with the provisions of Chapter 766. NVTAF's standard project agreement is attached as Exhibit B.
- f. VDOT and DRPT agree that NVTAF Revenues and NVTAF Bond Proceeds are eligible and may be used to satisfy the local match requirement for a project that otherwise qualifies under the Revenue Sharing Program, established and administered by the Commonwealth Transportation Board ("CTB") pursuant to § 33.1-23.05, or any other project that is funded by a program administered by VDOT or DRPT requiring matching funds from local sources, provided such use is not otherwise prohibited by state or federal law.
- g. VDOT and DRPT agree to actively engage NVTAF in the development of their recommendations to the CTB concerning Northern Virginia projects in the Six Year Improvement Program, and in NVTAF's development of its own Six Year Plan and in other planning efforts undertaken by NVTAF. This engagement will include discussions of ways to jointly fund projects to maximize resources and ensure that projects are implemented as efficiently as possible.
- h. VDOT agrees to work collaboratively with NVTAF in the project rating process provided for in § 33.1-13.03:1 by, among other things, developing a mutually agreed schedule for the process that allows sufficient time for meaningful review of, and comment by NVTAF concerning, the process and the projects to be rated.



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- i. VDOT and DRPT acknowledge that NVTA is empowered to issue bonds and other evidences of debt to carry out its purposes and that the continued appropriation of the NVTA Revenues is expected to be the source and security for the payment of the debt service on such bonds and other debt.
- j. Each year and in accordance with the schedule of the Virginia Department of Planning and Budget, VDOT and DRPT shall request that the Governor include in the budget to be delivered to the General Assembly during their next session a provision that there be appropriated all of the NVTA Revenues to the NVTAF during the next succeeding Fiscal Year or biennial period, as applicable.
- k. VDOT and DRPT shall use their best efforts to have (a) the Governor include, in each biennial or any supplemental budget that is presented to the General Assembly, the appropriation of the NVTA Revenues to the NVTAF and (b) the General Assembly deposit, appropriate and reappropriate, as applicable, the NVTA Revenues to the NVTAF.
- l. VDOT and DRPT shall notify NVTA promptly upon becoming aware of any failure by the General Assembly to appropriate for the next succeeding Fiscal Year or biennial period, as applicable, all of the NVTA Revenues to the NVTAF.

### 3. NVTA'S ROLES AND RESPONSIBILITIES:

- a. NVTA will obtain from VDOT, and may request from the Department of Taxation, estimates of the NVTA Revenues that will be deposited in the NVTAF pursuant to Chapter 766 at or before the time they are made available for public distribution.
- b. NVTA will obtain from VDOT, and may request from the Department of Taxation, monthly financial reports relating to the NVTAF in a form similar to the example attached as Exhibit A, and which will include, but not necessarily be limited to, the following information:
  - i. Income by revenue source as detailed by the collecting agency;
  - ii. Interest earnings; and
  - iii. Administrative costs charged to the NVTAF by the Department of Taxation and other departments and agencies of the Commonwealth, if any.
- c. NVTA will ensure that the NVTAF is administered in accord with the requirements set forth in §§ 15.2-4838.01 and 15.2-4838.1.
- d. NVTA will cooperate with VDOT, DRPT and other state entities in the review and reporting requirement set forth in the 17<sup>th</sup> enactment clause of Chapter 766.
- e. NVTA will actively engage VDOT and DRPT in the development of their recommendations to the CTB concerning the Six Year Improvement Program, and in NVTA's development of its own Six Year Plan and in other planning efforts undertaken by NVTA. This engagement will include discussions of ways to jointly fund projects to maximize resources and ensure that projects are implemented as efficiently as possible.
- f. NVTA will work collaboratively with VDOT in the project rating process provided for in § 33.1-13.03:1.

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**4. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either Party upon ninety (90) days written notice of the Party's intent to terminate.

**5. SETTLEMENT OF DISPUTES**

Any disputes in connection with this Agreement not disposed of by mutual agreement between VDOT, DRPT and NVTA shall be transmitted in writing to the Executive Director of NVTA, the Commissioner of Highways, and the Director of the DRPT and a 60 day period provided for their review and attempted resolution. Exhaustion of the administrative procedure outlined above is a prerequisite to and not a substitute for the right of either party to seek judicial relief with respect to the dispute.

**6. LIABILITY FOR PLANNING PROCESS AND ADMINISTRATION OF FUNDS**

Nothing within this Agreement shall be deemed to waive NVTA's, VDOT's and DRPT's defense of sovereign immunity applicable to any claims which might arise directly or indirectly from this Agreement.

**7. MODIFICATION OF AGREEMENT**

This Agreement may be modified only by written agreement duly executed by the Parties.

*This space intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, which shall be the effective date of this Agreement.

Northern Virginia Transportation Authority

Virginia Department of Transportation

By: \_\_\_\_\_  
Martin E. Nohe  
Chairman

By: \_\_\_\_\_  
Charles A. Kilpatrick  
Commissioner of Highways

Department of Rail and Public Transportation

By: \_\_\_\_\_  
Jennifer Mitchell  
Director

DRAFT



## Exhibit A

REVENUE SOURCE	Jurisdiction	Total
01014 - Regional Congestion Relief Fee	013 - Arlington	(333,599.70)
	610 - Falls Church	(24,709.35)
		(358,309.05)
	059 - Fairfax Co.	(1,841,215.95)
	600 - Fairfax City	(57,413.25)
		(1,898,629.20)
	153 - Prince William Co.	(545,046.60)
	683 - Manassas	(32,393.25)
	685 - Manassas Park	(12,751.20)
		(590,191.05)
	107 - Loudoun Co.	(869,214.75)
	510 - Alexandria	(518,748.00)
01014 - Regional Congestion Relief Fee Total		(4,235,092.05)
01203 - Regnl Transient Occupancy Tax	013 - Arlington	(916,197.22)
	610 - Falls Church	(16,513.01)
	059 - Fairfax Co.	(197,898.49)
	153 - Prince William Co.	(12,494.59)
	683 - Manassas	(5,785.87)
	107 - Loudoun Co.	(7,836.80)
	510 - Alexandria	(276,518.99)
	359 - Dumfries	(11,385.12)
01203 - Regnl Transient Occupancy Tax Total		(1,444,630.09)
Grand Total		(5,679,722.14)

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

\_\_\_\_\_  
**(Recipient Entity)**

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

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

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(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 15.2-4838.01 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 15.2- 4838.1;

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

WHEREAS, Section 15.2-4838.1 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 15.2-4838.1;

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

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

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

WHEREAS, based on the information provided by \_\_\_\_\_, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

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

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

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

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

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

A. Recipient Entity's Obligations

\_\_\_\_\_ shall:

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 15.2-4838.1(A) and 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 \_\_\_\_\_ to advance the Project to the next phase until the current phase is completed. In any circumstance where \_\_\_\_\_ seeks to advance a Project to the next phase using NVT A funds, \_\_\_\_\_ 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 \_\_\_\_\_ from providing its own funds to



advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, \_\_\_\_\_

further recognizes that NVTA's reimbursement to \_\_\_\_\_ for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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



complete and accurate update to Appendix B, if NVT A approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVT A no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVT A Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to \_\_\_\_\_'s Project: a) Prior to any NVT A 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 NVT A member localities; b) any such funds released by NVT A for such project will be in addition to the funds that the NVT A 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 NVT A 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 NVT A.
11. Should \_\_\_\_\_ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, \_\_\_\_\_ shall certify to NVT A that all such matching funds have been either authorized and/or appropriated by \_\_\_\_\_s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern \_\_\_\_\_ and provide copies of any such financial records to NVT A, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern \_\_\_\_\_; and provide to 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 \_\_\_\_\_ misapplied or used in contravention of Sections 15.2-4829 *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 \_\_\_\_\_'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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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, \_\_\_\_\_ 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 \_\_\_\_\_.

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 \_\_\_\_\_ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that \_\_\_\_\_ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that \_\_\_\_\_ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if \_\_\_\_\_ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that \_\_\_\_\_ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that 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 \_\_\_\_\_ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to \_\_\_\_\_ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a 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 \_\_\_\_\_ 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 \_\_\_\_\_'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 \_\_\_\_\_. 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 \_\_\_\_\_ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.



4. Route all \_\_\_\_\_'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's 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 \_\_\_\_\_'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that \_\_\_\_\_ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise \_\_\_\_\_'s designated representative in writing. \_\_\_\_\_ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review \_\_\_\_\_'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that \_\_\_\_\_ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from \_\_\_\_\_ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by \_\_\_\_\_. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

\_\_\_\_\_ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTA, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to \_\_\_\_\_, to the attention of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address)



H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

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

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

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

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

**FROM:** Monica Backmon, Executive Director

**SUBJECT:** Appointment of Chairman for the NVTa Jurisdiction and Agency Coordinating Committee

**DATE:** July 17, 2014

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1. **Purpose:** To seek Authority approval of Noelle Dominguez of Fairfax County as the Chairman of the Jurisdiction and Agency Coordinating Committee (JACC).
2. **Suggested Motion:** *I move approval of the appointment of Noelle Dominguez as the Chairman of the Jurisdiction and Agency Coordinating Committee.*
3. **Background:** Ms. Monica Backmon Chaired the JACC from April 2011 until May 14, 2014, when she was selected as the Authority's Executive Director.

On May 29, 2014, the JACC recommended that the Authority appoint Ms. Dominguez as the Chairman. Ms. Dominguez has worked for the Fairfax County Department of Transportation for four years and has represented Fairfax County on the JACC for approximately three years. Noelle Dominguez has been the Vice-Chair of the JACC since May 2013. She has supported numerous NVTa activities during that time period. Most notably, she has assisted in the coordination of the NVTa's Federal and State Legislative Program for the past three years and with the organizational efforts of the Authority following the approval of HB 2313 in 2013.

JACC members and I will be available at the July 24, 2014, NVTa meeting to answer questions.

**Coordination:** Members, NVTa Jurisdiction and Agency Coordinating Committee

**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:** Monica Backmon, Executive Director

**SUBJECT:** Appointment of New Member to the NVTA Technical Advisory Committee

**DATE:** July 18, 2014

---

1. **Purpose:** To seek Authority approval of Armand Ciccarelli of Arlington County as a member of the Technical Advisory Committee (TAC).
2. **Suggested Motion:** *I move approval of the appointment of Armand Ciccarelli as a member of the Technical Advisory Committee.*
3. **Background:** NVTA has a nine-person TAC, three of whom are appointed by the Secretary of Transportation and the remainder are appointed by NVTA. There was a vacancy on the TAC due to the resignation of Robert Puentes, who served on the TAC since 2008. Mr. Puentes resigned from the TAC on May 28, 2014.
4. **Responsibilities:** The TAC shall be responsible for reviewing the development of major projects and potential funding strategies and providing recommendations to the NVTA. "Development of projects" shall be defined as: the identification of projects for the NVTA long range transportation plan and the NVTA Six Year Program, and the application of performance-based criteria to the projects identified. The TAC is a committee of individuals with multi-modal expertise and regional focus who reside or are employed in counties and cities embraced by the Authority and have experience in transportation planning, finance, engineering, construction, or management. Upcoming activities for the TAC include input to development of the scope of work for the Request for Proposals (RFP) for the update to NVTA's long range transportation plan (TransAction 2040); input to development of a methodology to estimate long term benefits arising from NVTA-funded projects; and review of the findings of VDOT's HB599 ratings study.
5. **Candidates:** Two well-qualified candidates were identified and interviewed; Mr. Armand Ciccarelli and Dr. Zongwei Tao. Both candidates are consultants with a proven track records in intelligent transportation systems. Mr. Ciccarelli has specific strengths in the application of technology for collection, analysis, and use of transportation data including performance measures, while Dr. Tao has specific strengths in the development of technology systems to

enhance transportation system operations. Either candidate would bring relevant and complementary skills to the collective skillsets of current TAC members. Both candidates meet the residency requirements for TAC membership and have committed to attend TAC meetings on a regular basis for a three-year term if selected.

6. **Review:** Bios for each candidate are attached, and were reviewed by the Jurisdiction and Agency Coordinating Committee (JACC) at its meeting on July 10, 2014. JACC members provided guidance to NVTa staff, to the effect that Mr. Ciccarelli's skillsets are marginally more consistent with NVTa's needs. No objections were made with respect to either candidate. Both candidates have indicated verbally that their respective firms do not intend to respond to NVTa's upcoming RFP for the update to NVTa's long range transportation plan when it is posted.

JACC members and I will be available at the July 24, 2014, NVTa meeting to answer questions.

**Coordination:** Members, NVTa Jurisdiction and Agency Coordination Committee

**Attachments:**

- A. Zongwei Tao Biography
- B. Armand Ciccarelli Biography

# XIII.A

## Zongwei Tao, Ph.D.

As a longtime resident of Loudoun County, Dr. Tao is a senior transportation consultant with a strong passion for developing business and technology solutions to manage traffic congestion in Northern Virginia. Dr. Tao has over 20 years of experience in designing, developing, and implementing advanced intelligent transportation systems (ITS) and technologies to manage traffic congestion for various federal, state, and local government agencies. Since 1996, Dr. Tao has devoted most of his professional consulting career in support of the Virginia Department of Transportation (VDOT) in many areas of its operations. From 2006 to 2012, Dr. Tao led the implementation of an advanced traffic management system for VDOT's Northern Region Operation at its McConnell Public Safety and Transportation Operations Center (PSTOC). Dr. Tao was VDOT's Technology Manager for its entire northern region operation from 2010 to 2012. During that time, Dr. Tao led the implementation of real-time travel time posting on dynamic message signs on I-66 and I-95. Dr. Tao is currently supporting Transurban to implement a state-of-the art Tolling and Traffic Management System for the I-95 Express Lanes which will operate in December 2014. Dr. Tao served on the Traffic Management Advisory Committee of Virginia's Joint Commission on Technology and Science in 2006. He is a registered professional engineer in Virginia.

### PROFESSIONAL EXPERIENCE HIGHLIGHTS

**VDOT Northern Region Operations Technology Manager** – Dr. Tao provided leadership, oversight, and coordination of all transportation technology projects and operations in the region. He led the design and installation of traffic management devices including detectors, dynamic message signs, cameras, gates, lane control systems, and ramp metering systems. Dr. Tao managed the day-to-day operations at VDOT's PSTOC.

**Travel Time on I-66 and I-95** –In the summer of 2011, Dr. Tao led VDOT's team to implement real-time travel time posting on dynamic message signs on I-66 and I-95. He provided hands-on guidance throughout the entire process, including traffic data collection and validation, traffic management system enhancement, selection of signs, travel time message drafting, standard operating procedures, testing, and the final "go-live".

**I-495 Express Lanes and I-95 Express Lanes** – Dr. Tao has been supporting both I-495 Express Lanes and I-95 Express Lanes since 2006. He supported the implementation of traffic management technologies on I-495 Express Lanes. Because of his successful testing and implementation of the eight Springfield gates, the I-495 Express Lanes project was able to open on time. Currently, Dr. Tao is managing the design, testing, and implementation of the Tolling and Traffic Management system for I-95 Express Lanes. The TTMS includes CCTV, Automatic Incident Identification Cameras, detectors, lane control signs, variable speed signs, dynamic message signs, and reversible roadway systems.

**Traffic Congestion Management Technology Innovations** – Dr. Tao is a recognized national expert in developing innovative traffic congestion management solutions. Dr. Tao created innovative solutions in traffic data analysis and management, real-time travel time reliability forecasting, travel congestion cost predication for large transportation improvement projects, incident prone location pattern analysis, and daily and weekly traffic pattern forecasting, among other innovative systems.

### EMPLOYMENT HISTORY

Weris, Inc., Reston, VA, President and Owner, 2006 – Present (Weris is a Virginia SWAM/DBE, No. 654394)

Delcan, Inc., McLean, VA, Senior Consultant, 2005-2006

Booz Allen Hamilton, McLean, VA, Associate, 1995-2005

Huntington Engineering, Inc., Rockville, MD, Consultant, 1993-1995

### EDUCATION

Ph.D. Civil Engineering, Johns Hopkins University, 1993

M.S. Civil Engineering, Johns Hopkins University, 1991

B.S. Naval Architecture and Ocean Engineering, Shanghai Jiao Tong University

**FURTHER INFORMATION AVAILABLE UPON REQUEST.**

# XIII.B

## Bio of Armand Ciccarelli for Consideration by the NVTa

Armand Ciccarelli (a resident of Arlington, VA) is a Principal of Appian Strategic Advisors, LLC, where he focuses on the provision of strategic planning and problem-solving services across a range of technical areas, including:

- Performance Measurement / Management Systems & Services
- Innovative Data Collection Planning, Implementation, & Analysis
- Application of New Technologies to Enhance Multi-Modal Mobility and Safety
- Advanced Traffic Management / Operations Activities
- Advanced Traveler Information Planning & Management (including smartphone apps)

Armand's experience working for a diverse set of federal, state, and local agencies has enabled him to become proficient in the design, deployment, and management / operation of advanced technology and performance management-related systems focused on the mitigation of traffic congestion. Within this context, he has personally developed numerous RFPs associated with these topic areas and supported wide-ranging project selection processes on behalf of numerous agencies. Armand has also participated in the management of a range of research-oriented activities associated with performance measurement, ITS, and traffic operations/planning.

### Experience

- Appian Strategic Advisors (2013 – Present) - Armand Ciccarelli is a Principal of Appian Strategic Advisors, LLC, a transportation-consulting firm (*SWaM Certification Number - 708934*) focused on the provision of strategic planning and problem-solving services across a range of technical areas associated with the application of technology to enhance transportation-related planning and operations; aimed at encouraging multi-modal travel and reducing congestion. Appian Strategic Advisors' headquarters is located in Arlington, VA (Arlington County). Appian Strategic Advisors was recently selected by the VDOT Office of Business Transformation to provide consulting services under VDOT contract #42386, "Consultant Auditing Services."
- Iteris (2010 – 2013) – Armand was an Associate Vice President and Program Manager for the VDOT Transportation, Video, and Data (TVD) project, as part of which he was responsible for the development of new systems to integrate all agency data and video from across the state, as well as 3<sup>rd</sup> party data feeds, for use as part of a website, mobile applications for iOS and Android, and other traveler information dissemination mechanisms. Armand also led development of the firm's performance measurement / management systems practice in the eastern U.S., focusing on the evaluation of wide-ranging multi-modal transportation efforts. Iteris' regional headquarters is located in Sterling, VA (Loudoun County).
- Atkins (2001 – 2010) - Armand coordinated all Atkins' ITS-related efforts in Arizona and the surrounding region, including focusing clients on the use of data analysis / performance measurement to better evaluate progress toward the achievement of strategic goals. He was also heavily involved in the development of the firm's Orange Book program, with a particular focus on the Smart Highways Orange Book concerned with developing a future vision for the operation of toll roads.

### Affiliations

- ITS America Cross-Cutting Issues Forum (January 2014 – Present)
- ITS America Data Management Systems / Performance Measures Committee (2010-Present)
- ITS World Congress Program Committee (2010-Present)

### Education

- M.S., Transportation, MIT (2001)
- M.C.P., Urban Planning, MIT (2001)

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

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

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

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

**DATE:** July 18, 2014

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1. **Purpose.** To seek Authority approval of Prince William County's reallocation request.
2. **Suggested Motion:** *I move approval of the Reallocation Regional Surface Transportation Program funds for 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, since the receiving projects are new projects, the Authority will need to approve the transfer requests before any funds can be reallocated.

Prince William County requested the reallocation below, which the JACC approved on May 29, 2014:

- Transfer \$1,599,438 in RSTP funds from Route 1 South Project (UPC 94904) to new project Aden Road Bridge (UPC 90519)

**Attachment(s):** Letter to VDOT NOVA District Administrator Cuervo, transfer request  
Request from Prince William County

**Coordination:** Jurisdiction and Agency Coordinating Committee





# XIV.ATTACHMENT

## Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031  
[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

July 24, 2014

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

Reference: Request to Reallocate Regional Surface Transportation Program (RSTP) Funds for Prince William County

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 project is new, the Authority needs to approve the transfer requests before any funds can be reallocated.

On May 27, 2014, Prince William County requested such a reallocation. The request is noted below:

- Transfer \$1,599,438 in RSTP funds from Route 1 South Project (UPC 94904) to new project Aden Road Bridge (UPC 90519)

On July 24, 2014, 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: Jan Vaughn, Transportation Planning Section, VDOT  
Dic Burke, Transportation Planning Section, VDOT  
Thomas Blaser, Director of Transportation, Prince William County  
Rick Canizales, Transportation Planning Manager, Prince William County



## 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

May 27, 2014

Noelle Dominguez, Vice Chairman  
Northern Virginia Transportation Authority  
Jurisdiction and Agency Coordinating Committee  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031

Dear Vice Chairman Dominguez:

Prince William County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) to transfer one-million, five-hundred ninety-nine thousand, four-hundred thirty-eight (\$1,599,438) in Regional Surface Transportation Program funds from our Route 1 South (UPC 94904) Project to the following project: **Aden Road Bridge (UPC 90519).**

The transfer of these funds will allow the timely completion of this project. 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  
Rick Canizales, Transportation Planning Manager  
Maria Sinner, Prince William Assistant District Administrator, VDOT

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

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

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

**SUBJECT:** Approval of the Reallocation of Congestion Mitigation and Air Quality (CMAQ)  
funds for the City of Alexandria

**DATE:** July 21, 2014

---

1. **Purpose.** To seek Authority approval of the City of Alexandria's Congestion Mitigation and Air Quality (CMAQ) reallocation request for new projects and to inform the Authority of Jurisdiction and Agency Coordinating Committee (JACC) approval of the City of Alexandria's CMAQ reallocation request for existing projects.
2. **Suggested Motion:** *I move approval of the reallocation of Congestion Mitigation and Air Quality funds for the City of Alexandria.*
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 July 8, 2014, the City of Alexandria requested several CMAQ reallocations, noting that the city has decided to limit the use of CMAQ funds for DASH vehicles and requesting these funds be transferred to both new and existing projects. On July 10, 2014, the JACC took action on these requests, approving the reallocations to existing projects, as authorized, and recommending that the Authority approve the transfers to new projects.

***New Projects:***

The JACC recommended that the Authority approve the transfers listed below:

- FY2016
  - \$25,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)

- FY2017
  - \$275,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)
  - \$2,095,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 85755 (Old Cameron Run)
- FY2018
  - \$200,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)
- FY2019
  - \$250,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
  - \$1,910,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)
- FY2020
  - \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)

***Existing Projects:***

The JACC approved the request of the following transfers to existing projects:

- FY 2016
  - \$100,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- FY 2017
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- FY 2018
  - \$480,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
  - \$40,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Braddock Road Multimodal Connections)
- FY2020
  - \$20,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Bicycle Sharing Initiative)
  - \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 79794 (Dedicated Transit Corridors)

***Deferred Transfers***

The following projects, included in the City of Alexandria's original request letter, were deferred until additional analyses have been performed:

- FY2015
  - \$2,050,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)
  - \$500,000 of CMAQ funds transferred from UPC 100421 (Braddock Road Multimodal Connections) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)
- FY 2016
  - \$1,975,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)

**Attachment(s):** Letters to VDOT NOVA District Administrator Cuervo, transfer request Request Letter and Attachments from the City of Alexandria

**Coordination:** Jurisdiction and Agency Coordinating Committee



# XV.ATTACHMENT

## Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031  
[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

July 24, 2014

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) Funds for the City of Alexandria

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 project is new, the Authority needs to approve the transfer requests before any funds can be reallocated.

On July 8, 2014, the City of Alexandria requested such reallocations. The request is noted below:

- FY2016
  - \$25,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)
- FY2017
  - \$275,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)
  - \$2,095,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 85755 (Old Cameron Run)
- FY2018
  - \$200,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)
- FY2019
  - \$250,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
  - \$1,910,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)

Ms. Helen Cuervo  
June 24, 2014  
Page Two

- FY2020
  - \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)

On July 24, 2014, 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: Jan Vaughn, Transportation Planning Section, VDOT  
Dic Burke, Transportation Planning Section, VDOT  
Richard J. Baier, Director of Transportation and Environmental Services, City of Alexandria



**DEPARTMENT OF TRANSPORTATION  
AND ENVIRONMENTAL SERVICES**

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

Phone: (703) 746-4025  
Fax: (703) 519-3356

July 8, 2014

Noelle Dominguez, Chairman  
Jurisdiction and Agency Coordinating Committee (JACC)  
Northern Virginia Transportation Authority (NVTA)  
4031 University Drive  
Fairfax, Virginia 22030

Re: Request for NVTA JACC Approval to Reallocate Regional Surface  
Transportation Program (RSTP) & Congestion Mitigation and Air Quality (CMAQ)  
Funds

Dear Ms. Dominguez,

In recent years, the City used its CMAQ/RSTP request to transfer funds amongst already-approved projects in addition to adding an additional year of funding. For the FY2015 – FY2020 program, VDOT did not approve any transfers and the City was directed to request these transfers through the JACC. In addition, because of new requirements associated with using CMAQ funding to purchase transit vehicles, the City has decided to limit the use of CMAQ funds for DASH vehicles and is requesting that VDOT transfer those funds to existing CMAQ and RSTP projects. The fund transfers below are aligned with the FY2015 – FY2020 budget approved by the Alexandria City Council in May 2014. For a side-by-side comparison of the approved and proposed FY2015 – FY2020 programs, see Attachment 1.

**FY2015**

- \$2,050,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)
- \$500,000 of CMAQ funds transferred from UPC 100421 (Braddock Road Multimodal Connections) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)

**FY2016**

- \$25,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)



- \$100,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- \$1,975,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)

#### **FY2017**

- \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- \$275,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)
- \$2,095,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 85755 (Old Cameron Run)

#### **FY2018**

- \$480,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- \$40,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Braddock Road Multimodal Connections)
- \$200,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)

#### **FY2019**

- \$250,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
- \$1,910,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)

#### **FY2020**

- \$20,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Bicycle Sharing Initiative)
- \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
- \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 79794 (Dedicated Transit Corridors)

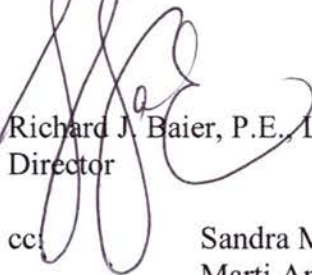
The following projects have not received CMAQ funding in the past:

- Bicycle Parking at Metrorail Stations
- Van Dorn-Beauregard Multi-Use Trail
- Old Cameron Run Trail
- Backlick Run Multi-Use Paths

Project descriptions are attached and the air quality analyses has been submitted to VDOT for review.

If you have any questions please contact Sandra Marks at 703-746-4025 or [sandra.marks@alexandriava.gov](mailto:sandra.marks@alexandriava.gov).

Sincerely,



Richard J. Baier, P.E., LEED AP  
Director

cc: Sandra Marks, Acting Deputy Director, T&ES  
Marti Ann Reinfeld, Division Chief of Transit Services, T&ES  
Monica Backmon, CEO, NVT  
Jan Vaughan, Prelim Engineering Section, VDOT

Enclosure: Attachment 1 - FY2015-2020 CMAQ-RSTP Program: Approved and  
Proposed Reallocation  
Attachment 2 - New Project Descriptions

## FY2015 - FY2020 CMAQ-RSTP Final Approved Program

	FY15	FY16	FY17	FY18	FY19	FY20
<b>CMAQ/RSTP</b>						
DASH Bus Replacement	\$ 2,050,000	\$ 2,043,063	\$ 2,870,000	\$ 2,160,000	\$ 2,160,000	\$ 1,400,000
Bike Sharing	\$ 407,211	\$ -	\$ -	\$ 213,063	\$ 264,250	\$ 300,000
Bike Parking	\$ -	\$ 25,000	\$ 225,000	\$ -	\$ 100,000	\$ 100,000
Transit Store	\$ -	\$ 500,000	\$ -	\$ 560,000	\$ -	\$ -
Transit Analysis Study	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Transportation Demand Management	\$ 500,000	\$ 500,000	\$ 700,000	\$ 560,000	\$ 600,000	\$ 600,000
Transitway Enhancements	\$ 100,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -
Braddock Road Multimodal Connections	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Technologies	\$ -	\$ -	\$ -	\$ 110,000	\$ 200,000	\$ -
Bicycle and Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ -
Van Dorn-Beauregard Bicycle Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 819,372
<b>CMAQ/RSTP Subtotal</b>	<b>\$ 4,057,211</b>	<b>\$ 3,068,063</b>	<b>\$ 3,795,000</b>	<b>\$ 3,603,063</b>	<b>\$ 4,164,250</b>	<b>\$ 3,719,372</b>

## FY2015 - FY2020 CMAQ-RSTP Proposed Reallocation

	FY15	FY16	FY17	FY18	FY19	FY20
<b>CMAQ/RSTP</b>						
DASH Bus Replacement	\$ -	\$ -	\$ -	\$ 940,000	\$ -	\$ 430,000
Bike Sharing	\$ 407,211	\$ -	\$ 500,000	\$ 693,063	\$ 264,250	\$ 320,000
Bike Parking	\$ -	\$ 50,000	\$ 500,000	\$ -	\$ 100,000	\$ 100,000
Transit Store	\$ -	\$ 600,000	\$ -	\$ 600,000	\$ -	\$ -
Transit Analysis Study	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Transportation Demand Management	\$ 500,000	\$ 500,000	\$ 700,000	\$ 560,000	\$ 600,000	\$ 600,000
Transitway Enhancements	\$ 100,000	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
Braddock Road Multimodal Connections	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -
Parking Technologies	\$ -	\$ -	\$ -	\$ 110,000	\$ 200,000	\$ -
Bicycle and Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ -
Van Dorn-Beauregard Bicycle Facility	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,269,372
Parking Ratio Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ITS Integration II	\$ 2,550,000	\$ 1,918,063	\$ -	\$ -	\$ -	\$ -
Backlick Run	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,910,000	\$ -
Old Cameron Run	\$ -	\$ -	\$ 2,095,000	\$ -	\$ -	\$ -
<b>CMAQ/RSTP Subtotal</b>	<b>\$ 4,057,211</b>	<b>\$ 3,068,063</b>	<b>\$ 3,795,000</b>	<b>\$ 3,603,063</b>	<b>\$ 4,164,250</b>	<b>\$ 3,719,372</b>

## **Attachment 2 - New CMAQ Project Descriptions**

### **Bike Parking (UPC 103560)**

Bicycle commuting has risen in Alexandria since 2005, in part due to improved on- and off-street connections to the City's bikeway network. However, the City still lags behind other local jurisdictions in providing safe, secure bicycle parking at its major transit stops. To address high demand and current use levels that meet or exceed capacity, the City is seeking funds for modular, enclosed, unattended bicycle parking "stations" at Metro stops. These stations are designed to provide a low-cost, high-capacity solution that will also encourage short bicycle trips to complement public transit usage. A recent study by WMATA of bicycle parking facilities showed a deficiency in bicycle parking at the King Street and Braddock Road Metrorail stations. The study also showed a need for secure bicycle parking at the King Street Metrorail station, where there are incidences of bicycle theft.

### **Backlick Run Bike Path (New Project)**

This project provides funding to construct a shared-use path along Backlick Run from Boothe Park to the Fairfax County Line. Once completed, the trail will make a better connection from the far west side of the City with the Mt. Vernon Trail, and the existing trail network in Ben Brennan Park and Eisenhower Valley.

Completion of this project will provide increased multi-modal connectivity because it links the City's trail network to the Van Dorn Metro Station. Helping to fulfill the City's Eco-City initiative, this project will provide options for non-motorized transportation as well as improve access to transit. This trail will encourage more walking, bicycling, and transit use; thereby helping to reduce carbon emissions and improving health.

### **Transit Store (UPC T99)**

Funding the operations of the City's Old Town Transit Shop is a continuing priority for the City. The Transit Shop has relied on RSTP funds since 2002. The federal grants keep the store in operation providing transit assistance and transit media.

The Old Town Transit Shop is located directly across from the King Street Metrorail station to serve commuters, residents, and visitors. The Transit Shop provides residents and employees a convenient "one stop" destination for all their commuting needs. Commuters are able to purchase fare media for almost every transit system in the area, pick up transportation information and schedules, and get answers to transportation related questions. Sale of most forms of transit fare media have increased in recent year.

### **Van Dorn-Beauregard Multi-Use Trail (UPC 105563)**

An important component of the Beauregard Small Area Plan is to redesign Beauregard Street to be a truly multi-modal facility that can accommodate all methods of travel effectively and safely. A pedestrian and bicycle facility is needed to provide connectivity between existing regional multimodal facilities, major transit hubs, the future transitway along Beauregard Street (Corridor C), and other major activity centers and employment areas. The Small Area Plan recommends providing a multi-use trail along Beauregard Street, connecting the Holmes Run Trail to the W&OD Trail and the Four Mile Run Trail. These funds will be used to design and build a multi-

use trail along portions of Beauregard Street. This facility will result in significant bicycling opportunities in the corridor, as well as improve multi-modal connectivity.

**Old Cameron Run Trail (UPC 85755)**

This project will construct a shared use path between Eisenhower, near Telegraph and South Payne Street, which will eventually connect with the Mt. Vernon Trail. The completion of the trail will close a major gap in the City's proposed "Green Crescent " trail system, and ultimately provide a key link in the bicycle and pedestrian multimodal transportation system.

Completion of this trail is necessary to support a multi-modal environment, and providing local and regional connectivity. Additionally, the trail will encourage more walking, biking, and transit use, thereby helping to reduce carbon emissions and improving health.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

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

**DATE:** July 15, 2014

**SUBJECT:** June 2014 Finance Committee Report

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1. **Purpose.** To provide a monthly report of the activities of the NVTa Finance Committee.
2. **Comments:** The Finance Committee last met on June 6, 2014. The next Committee meeting is September 5.

**a. There was one Action Item in June.**

- i. Establish Account with the State Non Arbitrage Program for the Line of Credit. The Committee received a presentation on the planned opening of an account with the State Non Arbitrage Program (SNAP) to hold the funds previously approved by the Authority for the line of credit matched reserve. Given the anticipated short duration of the line of credit, the type of deposit account used for the matched reserve must have underlying investments with a high level of liquidity. Establishing an account with SNAP for the matched reserve ensures prudent liquidity and compliance with the Code of Virginia for investments. The Committee concurred with the plans to open the SNAP account.

**b. The Following were Information/Discussion Items for the Committee:**

- i. NVTa Operating Budget Report for May 2014.
- ii. NVTa Receipts Report through May 2014, including 30% distributions
- iii. Update on NVTa financing activities (verbal report). This report centered on the unanimous agreement of the selection advisory team to pursue closure of the Line of Credit with Bank of America Merrill Lynch. The selection was based on low rates and fees as well as favorable terms consistent with the Authority's RFP. The Line of Credit was subsequently settled successfully on June 26.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY TECHNICAL ADVISORY COMMITTEE

### MEMORANDUM

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

**FROM:** Meredith Judy, Technical Advisory Committee

**DATE:** July 22, 2014

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

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- 1. Purpose.** To provide an update to the Authority on recent activities of the Technical Advisory Committee (TAC).
- 2. Discussion.** At the Authority's last meeting on May 8, TAC Chair Randy Boice shared our initial perspectives on the subject of "benefits" in the context of the statutory mandate for jurisdictions to share benefits proportional to their revenue contribution over time. We continued this discussion at our May 21 meeting. The key outcome from our May meeting was an agreement to hold a joint meeting with NVTA's Long Term Benefits Subcommittee, most likely in September. This joint meeting will ensure the TAC's perspective is incorporated into the Long Term Benefits Subcommittee report on this important subject.

At our meeting on June 18, we had an initial wide-ranging and high level discussion on the next update to the TransAction 2040 long range plan. We each reviewed the 2010 RFP to serve as the basis for discussion about the upcoming scope of services. Key topics included:

- Analytical approaches;
- Future trends, including scenario analysis;
- Types of transportation solutions to be included; and
- Outreach and communication methods.

Some of the topics we have discussed related to "benefits" are also potentially relevant to the plan update, e.g. vision, goals, defining regional projects, analytical approaches, and selection of appropriate performance measures. It is helpful that we are able to consider any potential overlaps to ensure consistency of approach.

At our most recent meeting on July 16, we received a presentation from VDOT on the initial findings of the HB599 ratings study. This included a comprehensive Q&A with VDOT staff and its consultant. Overall, we came to a consensus that the ratings study is on the right track, although we have not had the opportunity to review the findings in detail. We

acknowledge that the detailed ratings to be presented later in the year will use a model that is more likely to capture the operational impacts of some types of projects than the model used for the interim ratings. We did have some specific comments:

- VDOT should consider enhancing its graphical presentation, to clarify what projects are included in the base analysis for each project;
- VDOT should be clear that the differences between the 2020 and 2040 ratings for each project reflect a change in relative ranking, not that the project impacts are lower;
- A project rated as “Low” does not mean it is not worthwhile;
- Projects may have both local and regional benefits;
- The performance of some projects may vary depending on how they are grouped with other projects, e.g. filling gaps, but it is outside of VDOT’s scope to investigate this;
- This approach should be carefully explained in order to avoid misinterpretation of the findings by the public.

3. **Next steps.** As we look forward to our next meeting on September 17, I anticipate that our focus will be to continue the discussion on benefits and the long range plan update. If scheduling allows, we expect our September meeting to be a joint meeting with the Long Term Benefits Subcommittee.



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

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

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

**SUBJECT:** Approval of the Reallocation of Regional Surface Transportation Program (RSTP)  
funds for the City of Falls Church

**DATE:** July 18, 2014

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1. **Purpose.** To inform the Authority of Jurisdiction and Agency Coordinating Committee (JACC) approval of the City of Falls Church Regional Surface Transportation Program (RSTP).
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).

The City of Falls Church requested the reallocation below:

- Transfer of \$258,556 in Fiscal Year 2014 RSTP funds from “Video Monitoring of Closed Loop” (UPC 104131) to “Roosevelt St. sidewalk improvements” (UPC 103632). The Roosevelt Street project is a priority project for the City of Falls Church, but it is underfunded. This project will increase pedestrian access to the East Falls Church Metrorail station and increase pedestrian safety. The video monitoring project would provide video feeds of traffic cameras throughout the City. The City intends to postpone the video monitoring project to a later date. Both of these projects were previously approved by the Northern Virginia Transportation Authority (NVTa).

The JACC approved these requests on July 10, 2014.

**Attachment(s):** DRAFT Letter to VDOT NOVA District Administrator Cuervo, transfer request  
Request from the City of Falls Church

**Coordination:** Jurisdiction and Agency Coordinating Committee



XVIII. ATTACHMENT

# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031  
[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

July 25, 2014

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

Reference: Request to Reallocate Regional Surface Transportation Program (RSTP) Funds for the City of Falls Church

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).

June 10, 2014, the City of Falls Church requested the following reallocation:

- Transfer of \$258,556 in Fiscal Year 2014 RSTP funds from "Video Monitoring of Closed Loop" (UPC 104131) to "Roosevelt St. sidewalk improvements" (UPC 103632). The Roosevelt Street project is a priority project for the City of Falls Church, but it is underfunded. This project will increase pedestrian access to the East Falls Church Metrorail station and increase pedestrian safety. The video monitoring project would provide video feeds of traffic cameras throughout the City. The City intends to postpone the video monitoring project to a later date. Both of these projects were previously approved by the Northern Virginia Transportation Authority (NVTA).

NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved these requests on July 10, 2014, and the NVTA was informed on July 24, 2014. 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 Vice-Chairman

Cc: Martin E. Nohe, Chairman, NVTA  
Monica Backmon, Executive Director, NVTA  
Jan Vaughn/Dic Burke, Transportation Planning Section, VDOT  
James Snyder, Director of Development Services, City of Falls Church



# CITY OF FALLS CHURCH

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June 10, 2013

Noelle Dominguez, Vice-Chair  
Jurisdiction and Agency Coordinating Committee (JACC)  
Northern Virginia Transportation Authority (NVTa)  
3060 Williams Drive, Suite 510  
Fairfax, Virginia 22031

Dear Ms. Dominguez:

The City of Falls Church requests the following:

Transfer of \$258,556 in Fiscal Year 2014 RSTP funds from "Video Monitoring of Closed Loop", UPC 104131 to "Roosevelt St. sidewalk improvements", UPC 103632.

The Roosevelt Street project is a priority project for the City of Falls Church, but it is underfunded. This project will increase pedestrian access to the East Falls Church Metrorail station and increase pedestrian safety. The video monitoring project would provide video feeds of traffic cameras throughout the City. The City intends to postpone the video monitoring project to a later date.

Both of these projects were previously approved by the Northern Virginia Transportation Authority (NVTa).

If you have any questions, please contact me at 703.248.5041 or [pstoddard@fallschurchva.gov](mailto:pstoddard@fallschurchva.gov).

Sincerely,

Paul Stoddard  
Senior Planner

Cc: Jan Vaughn, Urban Program Manager, VDOT  
Cindy Mester, Assistant City Manager  
Richard LaCondre, Finance Director  
James Snyder, Director of Development Services  
Mike Collins, Director of Public Works  
Karin Battle, Contract Manager  
James Mak, Capital Improvements Projects Engineer and Manager

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

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

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

**SUBJECT:** Approval of the Reallocation of Congestion Mitigation and Air Quality (CMAQ)  
funds for the City of Alexandria

**DATE:** July 21, 2014

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1. **Purpose.** To seek Authority approval of the City of Alexandria's Congestion Mitigation and Air Quality (CMAQ) reallocation request for new projects and to inform the Authority of Jurisdiction and Agency Coordinating Committee (JACC) approval of the City of Alexandria's CMAQ reallocation request for existing projects.
2. **Suggested Motion:** *I move approval of the reallocation of Congestion Mitigation and Air Quality funds for the City of Alexandria.*
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 July 8, 2014, the City of Alexandria requested several CMAQ reallocations, noting that the city has decided to limit the use of CMAQ funds for DASH vehicles and requesting these funds be transferred to both new and existing projects. On July 10, 2014, the JACC took action on these requests, approving the reallocations to existing projects, as authorized, and recommending that the Authority approve the transfers to new projects.

***New Projects:***

The JACC recommended that the Authority approve the transfers listed below:

- FY2016
  - \$25,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)

- FY2017
  - \$275,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)
  - \$2,095,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 85755 (Old Cameron Run)
- FY2018
  - \$200,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)
- FY2019
  - \$250,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
  - \$1,910,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)
- FY2020
  - \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)

***Existing Projects:***

The JACC approved the request of the following transfers to existing projects:

- FY 2016
  - \$100,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- FY 2017
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- FY 2018
  - \$480,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
  - \$40,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Braddock Road Multimodal Connections)
- FY2020
  - \$20,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Bicycle Sharing Initiative)
  - \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 79794 (Dedicated Transit Corridors)

***Deferred Transfers***

The following projects, included in the City of Alexandria's original request letter, were deferred until additional analyses have been performed:

- FY2015
  - \$2,050,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)
  - \$500,000 of CMAQ funds transferred from UPC 100421 (Braddock Road Multimodal Connections) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)
- FY 2016
  - \$1,975,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)

**Attachment(s):** Letters to VDOT NOVA District Administrator Cuervo, transfer request Request Letter and Attachments from the City of Alexandria

**Coordination:** Jurisdiction and Agency Coordinating Committee



XIX.ATTACHMENT

# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031  
[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

July 25, 2014

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) Funds for the City of Alexandria

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).

July 8, 2014, the City of Alexandria requested the following reallocation:

- FY 2016
  - \$100,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- FY 2017
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- FY 2018
  - \$480,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
  - \$40,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Braddock Road Multimodal Connections)
- FY2020
  - \$20,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Bicycle Sharing Initiative)
  - \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
  - \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 79794 (Dedicated Transit Corridors)

Ms. Helen Cuervo  
June 25, 2014  
Page Two

NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved these requests on July 10, 2014, and the NVTA was informed on July 24, 2014. 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 Vice-Chairman

Cc: Martin E. Nohe, Chairman, NVTA  
Monica Backmon, Executive Director, NVTA  
Jan Vaughn/Dic Burke, Transportation Planning Section, VDOT  
Richard J. Baier, Director of Transportation and Environmental Services, City of  
Alexandria





**DEPARTMENT OF TRANSPORTATION  
AND ENVIRONMENTAL SERVICES**

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

Phone: (703) 746-4025  
Fax: (703) 519-3356

July 8, 2014

Noelle Dominguez, Chairman  
Jurisdiction and Agency Coordinating Committee (JACC)  
Northern Virginia Transportation Authority (NVTA)  
4031 University Drive  
Fairfax, Virginia 22030

Re: Request for NVTA JACC Approval to Reallocate Regional Surface  
Transportation Program (RSTP) & Congestion Mitigation and Air Quality (CMAQ)  
Funds

Dear Ms. Dominguez,

In recent years, the City used its CMAQ/RSTP request to transfer funds amongst already-approved projects in addition to adding an additional year of funding. For the FY2015 – FY2020 program, VDOT did not approve any transfers and the City was directed to request these transfers through the JACC. In addition, because of new requirements associated with using CMAQ funding to purchase transit vehicles, the City has decided to limit the use of CMAQ funds for DASH vehicles and is requesting that VDOT transfer those funds to existing CMAQ and RSTP projects. The fund transfers below are aligned with the FY2015 – FY2020 budget approved by the Alexandria City Council in May 2014. For a side-by-side comparison of the approved and proposed FY2015 – FY2020 programs, see Attachment 1.

**FY2015**

- \$2,050,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)
- \$500,000 of CMAQ funds transferred from UPC 100421 (Braddock Road Multimodal Connections) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)

**FY2016**

- \$25,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)

- \$100,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- \$1,975,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to ITS Integration Phase III and Phase IV (VDOT establishing new UPCs for future phases)

#### **FY2017**

- \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- \$275,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 103560 (Bicycle Parking at Metrorail Stations)
- \$2,095,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 85755 (Old Cameron Run)

#### **FY2018**

- \$480,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100420 (Bicycle Sharing Initiative)
- \$40,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC T99 (Transit Store)
- \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Braddock Road Multimodal Connections)
- \$200,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)

#### **FY2019**

- \$250,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
- \$1,910,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to a new project (Backlick Run Multi-Use Paths)

#### **FY2020**

- \$20,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 100421 (Bicycle Sharing Initiative)
- \$450,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 105563 (Van Dorn-Beauregard Multi-Use Trail)
- \$500,000 of CMAQ funds transferred from UPC 103935 (DASH Bus Replacement) to UPC 79794 (Dedicated Transit Corridors)

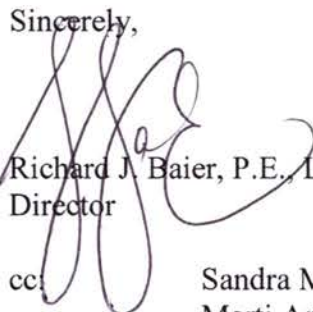
The following projects have not received CMAQ funding in the past:

- Bicycle Parking at Metrorail Stations
- Van Dorn-Beauregard Multi-Use Trail
- Old Cameron Run Trail
- Backlick Run Multi-Use Paths

Project descriptions are attached and the air quality analyses has been submitted to VDOT for review.

If you have any questions please contact Sandra Marks at 703-746-4025 or [sandra.marks@alexandriava.gov](mailto:sandra.marks@alexandriava.gov).

Sincerely,

  
Richard J. Baier, P.E., LEED AP  
Director

cc: Sandra Marks, Acting Deputy Director, T&ES  
Marti Ann Reinfeld, Division Chief of Transit Services, T&ES  
Monica Backmon, CEO, NVT  
Jan Vaughan, Prelim Engineering Section, VDOT

Enclosure: Attachment 1 - FY2015-2020 CMAQ-RSTP Program: Approved and  
Proposed Reallocation  
Attachment 2 - New Project Descriptions

## FY2015 - FY2020 CMAQ-RSTP Final Approved Program

	FY15	FY16	FY17	FY18	FY19	FY20
<b>CMAQ/RSTP</b>						
DASH Bus Replacement	\$ 2,050,000	\$ 2,043,063	\$ 2,870,000	\$ 2,160,000	\$ 2,160,000	\$ 1,400,000
Bike Sharing	\$ 407,211	\$ -	\$ -	\$ 213,063	\$ 264,250	\$ 300,000
Bike Parking	\$ -	\$ 25,000	\$ 225,000	\$ -	\$ 100,000	\$ 100,000
Transit Store	\$ -	\$ 500,000	\$ -	\$ 560,000	\$ -	\$ -
Transit Analysis Study	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Transportation Demand Management	\$ 500,000	\$ 500,000	\$ 700,000	\$ 560,000	\$ 600,000	\$ 600,000
Transitway Enhancements	\$ 100,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -
Braddock Road Multimodal Connections	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Technologies	\$ -	\$ -	\$ -	\$ 110,000	\$ 200,000	\$ -
Bicycle and Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ -
Van Dorn-Beauregard Bicycle Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 819,372
<b>CMAQ/RSTP Subtotal</b>	<b>\$ 4,057,211</b>	<b>\$ 3,068,063</b>	<b>\$ 3,795,000</b>	<b>\$ 3,603,063</b>	<b>\$ 4,164,250</b>	<b>\$ 3,719,372</b>

## FY2015 - FY2020 CMAQ-RSTP Proposed Reallocation

	FY15	FY16	FY17	FY18	FY19	FY20
<b>CMAQ/RSTP</b>						
DASH Bus Replacement	\$ -	\$ -	\$ -	\$ 940,000	\$ -	\$ 430,000
Bike Sharing	\$ 407,211	\$ -	\$ 500,000	\$ 693,063	\$ 264,250	\$ 320,000
Bike Parking	\$ -	\$ 50,000	\$ 500,000	\$ -	\$ 100,000	\$ 100,000
Transit Store	\$ -	\$ 600,000	\$ -	\$ 600,000	\$ -	\$ -
Transit Analysis Study	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Transportation Demand Management	\$ 500,000	\$ 500,000	\$ 700,000	\$ 560,000	\$ 600,000	\$ 600,000
Transitway Enhancements	\$ 100,000	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
Braddock Road Multimodal Connections	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -
Parking Technologies	\$ -	\$ -	\$ -	\$ 110,000	\$ 200,000	\$ -
Bicycle and Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ -
Van Dorn-Beauregard Bicycle Facility	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,269,372
Parking Ratio Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ITS Integration II	\$ 2,550,000	\$ 1,918,063	\$ -	\$ -	\$ -	\$ -
Backlick Run	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,910,000	\$ -
Old Cameron Run	\$ -	\$ -	\$ 2,095,000	\$ -	\$ -	\$ -
<b>CMAQ/RSTP Subtotal</b>	<b>\$ 4,057,211</b>	<b>\$ 3,068,063</b>	<b>\$ 3,795,000</b>	<b>\$ 3,603,063</b>	<b>\$ 4,164,250</b>	<b>\$ 3,719,372</b>

## **Attachment 2 - New CMAQ Project Descriptions**

### **Bike Parking (UPC 103560)**

Bicycle commuting has risen in Alexandria since 2005, in part due to improved on- and off-street connections to the City's bikeway network. However, the City still lags behind other local jurisdictions in providing safe, secure bicycle parking at its major transit stops. To address high demand and current use levels that meet or exceed capacity, the City is seeking funds for modular, enclosed, unattended bicycle parking "stations" at Metro stops. These stations are designed to provide a low-cost, high-capacity solution that will also encourage short bicycle trips to complement public transit usage. A recent study by WMATA of bicycle parking facilities showed a deficiency in bicycle parking at the King Street and Braddock Road Metrorail stations. The study also showed a need for secure bicycle parking at the King Street Metrorail station, where there are incidences of bicycle theft.

### **Backlick Run Bike Path (New Project)**

This project provides funding to construct a shared-use path along Backlick Run from Boothe Park to the Fairfax County Line. Once completed, the trail will make a better connection from the far west side of the City with the Mt. Vernon Trail, and the existing trail network in Ben Brennan Park and Eisenhower Valley.

Completion of this project will provide increased multi-modal connectivity because it links the City's trail network to the Van Dorn Metro Station. Helping to fulfill the City's Eco-City initiative, this project will provide options for non-motorized transportation as well as improve access to transit. This trail will encourage more walking, bicycling, and transit use; thereby helping to reduce carbon emissions and improving health.

### **Transit Store (UPC T99)**

Funding the operations of the City's Old Town Transit Shop is a continuing priority for the City. The Transit Shop has relied on RSTP funds since 2002. The federal grants keep the store in operation providing transit assistance and transit media.

The Old Town Transit Shop is located directly across from the King Street Metrorail station to serve commuters, residents, and visitors. The Transit Shop provides residents and employees a convenient "one stop" destination for all their commuting needs. Commuters are able to purchase fare media for almost every transit system in the area, pick up transportation information and schedules, and get answers to transportation related questions. Sale of most forms of transit fare media have increased in recent year.

### **Van Dorn-Beauregard Multi-Use Trail (UPC 105563)**

An important component of the Beauregard Small Area Plan is to redesign Beauregard Street to be a truly multi-modal facility that can accommodate all methods of travel effectively and safely. A pedestrian and bicycle facility is needed to provide connectivity between existing regional multimodal facilities, major transit hubs, the future transitway along Beauregard Street (Corridor C), and other major activity centers and employment areas. The Small Area Plan recommends providing a multi-use trail along Beauregard Street, connecting the Holmes Run Trail to the W&OD Trail and the Four Mile Run Trail. These funds will be used to design and build a multi-

use trail along portions of Beauregard Street. This facility will result in significant bicycling opportunities in the corridor, as well as improve multi-modal connectivity.

**Old Cameron Run Trail (UPC 85755)**

This project will construct a shared use path between Eisenhower, near Telegraph and South Payne Street, which will eventually connect with the Mt. Vernon Trail. The completion of the trail will close a major gap in the City's proposed "Green Crescent " trail system, and ultimately provide a key link in the bicycle and pedestrian multimodal transportation system.

Completion of this trail is necessary to support a multi-modal environment, and providing local and regional connectivity. Additionally, the trail will encourage more walking, biking, and transit use, thereby helping to reduce carbon emissions and improving health.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

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

**SUBJECT:** Report of NVTa Receipts

**DATE:** July 17, 2014

---

1. **Purpose:** Update of HB 2313 receipts, revenue estimates and 30% distributions.
2. **Background:** NVTa receives funding through sales tax, grantors tax and transient occupancy tax (TOT). Revenues are received monthly from the Commonwealth for transactions that occurred in proceeding months. The attached reports reflect revenue received or in process through July 17 2014.
3. **Comments:**
  - a. Revenue receipts (Attachment A)
    - i. The Authority has received approximately \$261 million through the July transfers from the Commonwealth. Even though the July transfers are occurring in FY2015 they reflect FY2014 revenue.
    - ii. Accrual estimates have been made to reflect the FY 2014 funds being received in FY2015. With this report, all Grantor's Taxes for FY2014 have been received, one month of Sales Tax remains to be received. The accrual timing of the Transient Occupancy Tax is tracked by jurisdiction.
    - iii. Actual to estimate comparison for revenues through July show a -2.91% variance of \$8.5 million. This is predominately driven by lower than projected sales tax receipts.
    - iv. The lower than anticipated revenue is not expected to impact projects already approved by the Authority. Rather lower revenue at this level will only result in lower end of year balances.
  - b. Distribution to localities (Attachment B)
    - i. Of the \$261 million received by the Authority, approximately \$78 million in 30% local funds is allocated for distribution to localities.
    - ii. All jurisdictions have met the requirements of HB2313 to receive FY2014 30% transfers.
    - iii. July is the month that the Authority operating costs are deducted from the 30% distributions, unless a jurisdiction paid directly.
    - iv. With the July transfers \$76.8 million in 30% funds will have been transferred to member jurisdictions.

**Attachments:**

- A. Revenues Received By Tax Type, and Jurisdiction Compared to NVTa Estimates, Through July 16, 2014 for FYE - June 30 2014
- B. 30% Distribution By Jurisdiction, FYE June 30, 2014 – Including July Accrual



**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA ESTIMATES**  
Based on: Revenue Data Through July 2014  
FYE June 30, 2014

<b>Grantors Tax</b>		<b>Received</b>		<b>FY 2014 Revenue</b>	<b>NVTA</b>	<b>Annualized - Actual</b>	<b>Projected</b>
<b>Transaction Months</b>		<b>To Date</b>	<b>With Accrual</b>	<b>FY 2014</b>	<b>Projection</b>	<b>To Projection</b>	<b>Variance</b>
City of Alexandria	12	\$3,129,852	\$3,129,852	\$ 3,391,565	\$ (261,713)		
Arlington County		\$4,313,922	\$4,313,922	\$ 4,574,287	\$ (260,365)		
City of Fairfax		\$367,004	\$367,004	\$ 289,079	\$ 77,925		
Fairfax County		\$15,696,118	\$15,696,118	\$ 15,169,980	\$ 526,138		
City of Falls Church		\$268,842	\$268,842	\$ 261,761	\$ 7,081		
Loudoun County		\$8,551,256	\$8,551,256	\$ 6,093,105	\$ 2,458,151		
City of Manassas		\$465,593	\$465,593	\$ 271,303	\$ 194,290		
City of Manassas Park		\$226,746	\$226,746	\$ 148,806	\$ 77,940		
Prince William County		\$4,989,612	\$4,989,612	\$ 4,476,903	\$ 512,709		
<b>Total Grantors Tax Revenue</b>		<b>\$ 38,008,947</b>	<b>\$ 38,008,947</b>	<b>\$ 34,676,789</b>	<b>\$ 3,332,158</b>		<b>9.61%</b>
<b>Regional Sales Tax*</b>		<b>Received</b>		<b>FY 2014 Revenue</b>	<b>FY 2014</b>	<b>Annualized - Actual</b>	
<b>Transaction Months</b>		<b>To Date</b>	<b>With Accrual</b>	<b>Projection</b>	<b>Projection</b>	<b>To Projection</b>	
City of Alexandria	11	\$13,652,091	\$ 14,952,575	\$ 15,806,507	\$ (853,932)		
Arlington County		\$21,213,996	\$ 23,234,819	\$ 24,473,867	\$ (1,239,048)		
City of Fairfax		\$6,552,310	\$ 7,176,477	\$ 6,462,525	\$ 713,952		
Fairfax County		\$90,615,525	\$ 99,247,469	\$ 104,977,104	\$ (5,729,635)		
City of Falls Church		\$1,942,197	\$ 2,127,208	\$ 2,470,340	\$ (343,132)		
Loudoun County		\$34,714,844	\$ 38,021,746	\$ 39,833,324	\$ (1,811,578)		
City of Manassas		\$4,187,552	\$ 4,586,454	\$ 4,568,248	\$ 18,206		
City of Manassas Park		\$976,069	\$ 1,069,049	\$ 920,350	\$ 148,699		
Prince William County		\$29,275,841	\$ 32,064,628	\$ 32,943,958	\$ (879,330)		
<b>Total Sales Tax Revenue*</b>		<b>\$ 203,130,425</b>	<b>\$ 222,480,425</b>	<b>\$ 232,456,223</b>	<b>\$ (9,975,798)</b>		<b>-4.29%</b>
<b>Transient Occupancy Tax (TOT)</b>		<b>Received</b>		<b>FY 2014 Revenue</b>	<b>FY 2014</b>	<b>Annualized - Actual</b>	
<b>Transaction Months</b>		<b>To Date</b>	<b>With Accrual</b>	<b>Projection</b>	<b>Projection</b>	<b>To Projection</b>	
City of Alexandria	10.37	\$ 2,480,124	2,644,326	\$ 3,570,388	(926,062)		
Arlington County		\$ 7,498,332	7,898,562	\$ 8,890,830	(992,268)		
City of Fairfax		\$ 205,521	274,027	\$ 345,984	(71,957)		
Fairfax County		\$ 6,827,947	8,527,394	\$ 9,984,936	(1,457,542)		
City of Falls Church		\$ 66,092	66,092	\$ 141,857	(75,765)		
Loudoun County		\$ 1,519,785	1,944,628	\$ 806,445	1,138,183		
City of Manassas		\$ 49,040	51,904	\$ 77,750	(25,846)		
City of Manassas Park		\$ -	-	\$ -	-		
Prince William County		\$ 883,874	1,106,102	\$ 530,452	575,650		
<b>Total TOT Revenue</b>		<b>\$ 19,530,715</b>	<b>22,513,035</b>	<b>\$ 24,348,642</b>	<b>(1,835,607)</b>		<b>-7.54%</b>
<b>Total Revenue Received</b>		<b>\$ 260,670,087</b>	<b>\$ 283,002,407</b>	<b>\$ 291,481,654</b>	<b>\$ (8,479,247)</b>		<b>-2.91%</b>

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

October Receipt	\$ 210,894
November Receipt	\$ 160,884
December Receipt	\$ 133,857
January Receipt	\$ 113,412
February Receipt	\$ 36,110
March Receipt	\$ 42,723
April Receipt	\$ 30,158
May Receipt	\$ 41,208
June Receipt	\$ 48,659
July Receipt	\$ 3,589
	<u>\$ 821,495</u>



## XX.B

## XX.B

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

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

**SUBJECT:** NVTa FY 2014 Operating Budget

**DATE:** July 17, 2014

---

1. **Purpose:** To update the Authority on the FY 2014 NVTa Operating Budget.
2. **Comments:** This report marks the end of the year for FY2014. The totals are unaudited at this point but little if any change is expected through audit adjustments. Specific items of interest in the report are:
  - a. **Income:** Revenue was greater than budget by \$63,647. Two transactions had a significant role in achieving this positive variance:
    - i. Interest income was originally budgeted as \$100,000. During the FY2015 budget preparation the decision was made to keep interest on the 70% Regional Revenue in that fund.
    - ii. Reimbursement – 2014 Line of Credit (LOC) Cost of Issuance (COI), since the line of credit closed prior to the end of the fiscal year we were able to properly allocate these costs to the Regional Revenue Fund thereby reimbursing the Operating Budget.
  - b. **Expenditures:** Expenditures were less than budget due to three significant factors:
    - i. Professional Services related to cost of issuance were reimbursed through the regional revenue fund.
    - ii. Personnel Costs were lower than budgeted due to the timing of hiring permanent staff.
    - iii. Cost of benefits were less than budgeted due to the timing of the actuarial study related to the establishment of a retirement plan.
  - c. **Increase in Net Position:** The increase in net position of \$295,811.79 exceeds the \$270,000 amount estimated for the FY2015 Operating Budget by \$25,812. The increase is based on three factors:
    - i. Income exceeded budget by \$63,647.
    - ii. The Operating Reserve of \$150,547 was not used in FY2014 and rolls forward into FY2015 to support the current Operating Reserve.
    - iii. Expenditures were less than budget by \$145,193.

**Attachment:** NVTa Operating Budget July to June FY 2014

## XXI.ATTACHMENT

<b>Northern Virginia Transportation Authority</b> <b>Operating Budget July to June FY 2014</b> <b>(Preliminary Unaudited)</b>			
<b>INCOME:</b>	<b>Approved Budget</b>	<b>Actual Receipts</b>	<b>Variance Budget to Actual</b>
Cash on hand	\$ 212,117.00	\$ 212,117.36	\$ 0.36
Interest (70% Regional Revenues) *	\$ 100,000.00	\$ -	\$ (100,000.00)
Billed to Member Jurisdictions	\$ 591,595.00	\$ 591,594.51	\$ (0.49)
Misc. Income		\$ 7,473.19	\$ 7,473.19
Reimbursement -LOC Cost of Issuance		\$ 156,174.52	\$ 156,174.52
<b>Total Income</b>	<b>\$ 903,712.00</b>	<b>\$ 967,359.58</b>	<b>\$ 63,647.58</b>
<b>EXPENDITURES:</b>	<b>Approved Budget</b>	<b>Actual Expenditures</b>	<b>Variance Budget to Actual</b>
<b>Professional Service</b>			
Legal	\$ 125,000.00	\$ 74,093.13	\$ 50,906.87
Public Outreach	\$ 30,000.00	\$ -	\$ 30,000.00
Financial Services	\$ 80,000.00	\$ 82,081.39	\$ (2,081.39)
<b>Professional Subtotal</b>	<b>\$ 235,000.00</b>	<b>\$ 156,174.52</b>	<b>\$ 78,825.48</b>
<b>Operational Expenditures</b>			
Start Up Expenditures			
Office Space Build Out		\$ -	\$ -
One-time h/w,s/w	\$ 948.00	\$ 1,508.97	\$ (560.97)
IT/Telecommunications	\$ 4,000.00	\$ 10,292.35	\$ (6,292.35)
Computers/Installation	\$ 9,972.00	\$ 11,101.60	\$ (1,129.60)
<b>Start Up Subtotal</b>	<b>\$ 14,920.00</b>	<b>\$ 22,902.92</b>	<b>\$ (7,982.92)</b>
Annual Expenditures			
Telephone Service	\$ 1,650.00	\$ 157.10	\$ 1,492.90
Copier/Postage	\$ 9,000.00	\$ 4,344.34	\$ 4,655.66
Annual 3d party s/w costs	\$ 895.00	\$ -	\$ 895.00
Monthly internet fee (Cox)	\$ 840.00	\$ 1,087.64	\$ (247.64)
Cell phones	\$ 10,000.00	\$ 856.15	\$ 9,143.85
Lease Space	\$ 5,460.00	\$ 5,141.25	\$ 318.75
Mileage/Transportation	\$ 6,000.00	\$ 1,364.84	\$ 4,635.16
Operating/Meeting Expenses	\$ 1,000.00	\$ 11,720.21	\$ (10,720.21)
Insurance	\$ 3,000.00	\$ 2,673.00	\$ 327.00
<b>Annual Expenditures</b>	<b>\$ 37,845.00</b>	<b>\$ 27,344.53</b>	<b>\$ 10,500.47</b>
<b>Operational Subtotal</b>	<b>\$ 52,765.00</b>	<b>\$ 50,247.45</b>	<b>\$ 2,517.55</b>
<b>Personnel Expenditures</b>			
Salaries & Taxes	\$ 342,628.00	\$ 294,038.19	\$ 48,589.81
Benefits	\$ 122,700.00	\$ 20,468.63	\$ 102,231.37
<b>Personnel Subtotal</b>	<b>\$ 465,328.00</b>	<b>\$ 314,506.82</b>	<b>\$ 150,821.18</b>
<b>Expenditure Subtotal</b>	<b>\$ 753,093.00</b>	<b>\$ 520,928.79</b>	<b>\$ 232,164.21</b>
<b>Operating Reserve (20%)</b>	<b>\$ 150,619.00</b>	<b>\$ 150,619.00</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 903,712.00</b>	<b>\$ 671,547.79</b>	<b>\$ 232,164.21</b>
<b>Increase (Decrease) in Net Position**</b>	<b>\$ -</b>	<b>\$ 295,811.79</b>	<b>\$ 295,811.79</b>
<b>* Interest for FY2014 transferred to the 70% Regional Revenue Fund</b>			
<b>** The FY2015 Operating Budget projected a \$270,000 increase in Net Position which includes the unused Operating Reserve of \$150,619. Actual FY2014 operational savings are \$145,193 which is \$25,812 greater than the assumption for the FY2015 Operating Budget</b>			

**Financial Working Group  
Northern Virginia Transportation Authority**

**MEMORANDUM**

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

**FROM:** William Euille, Chairman  
Financial Working Group  
Northern Virginia Transportation Authority

**SUBJECT:** Report of the Financial Working Group

**DATE:** July 17, 2014

Since the May 8, 2014, Authority meeting, the Financial Working Group has continued its efforts to implement the financial aspects of HB 2313. Several subcommittee meetings were also held during this period. The working group's significant activities are discussed below.

Agreements

A joint subcommittee of the Financial Working Group and the Council of Counsels has been meeting to prepare four agreements for the Authority's consideration. One agreement remains. This agreement is between the Authority and the Virginia Department of Transportation (VDOT) and the Department of Rail and Public Transportation (DRPT) related to the roles and responsibilities of each agency associated with the collection and distribution of the regional transportation revenues, the implementation of projects and the applicability of the Authority's regional funding for local matches to state transportation funding.

STATUS: VDOT and DRPT staff and members of NVTA's Financial Working Group, the Council of Counsels, and Authority staff have resolved the remaining items in the agreement. The agreement is included on the July 24, 2014, agenda (Item X) for the Authority's consideration. The agreement has several major provisions:

- VDOT will transfer revenues from the three taxes and fees approved by the General Assembly in HB 2313 without charging administrative fees;

Martin E. Nohe, Chairman  
Members, Northern Virginia Transportation Authority  
July 17, 2014  
Page Two

- The Authority's funding will be considered a local match in VDOT and DRPT grant programs.
- VDOT and DRPT are not responsible for the allocation of the Authority's funding;
- VDOT and DRPT will involve the Authority in the development of the Six Year Improvement Program, and the Authority will involve VDOT and DRPT in its development of its Six Year Plan.
- VDOT and DRPT will use their best efforts to secure appropriation of the Authority's funding by the General Assembly,
- VDOT will engage the Authority in its analysis of projects for their ability to reduce congestion and address emergency evacuation.

There is one other agreement that the subcommittee is discussing. Following the Authority's adoption of the Standard Project Agreement for projects funded with the 70 percent funding that the Authority is retaining, several issues with the agreement surfaced specifically as it affects projects that will be implemented directly by VDOT. The subcommittee and VDOT staff are working to resolve several inconsistencies between the requirements the General Assembly placed on the Authority and VDOT statutory and policy requirements. Several meetings have been held. The Financial Working Group anticipates bringing a proposed solution to the Authority for consideration this fall.

#### Line of Credit and Initial Bond Issuance

A subcommittee of the Financial Working Group worked with the Authority's staff, financial advisor, bond counsel and Council of Counsels to support efforts to secure a line of credit for the Authority. The Line of Credit was executed on June 26, 2014. The subcommittee continues to work with the Authority's financial team to prepare for an initial bond issuance in late 2014.

#### Revenue Collections

Through July 2014, the Commonwealth has transferred \$261 million in transportation revenues to the Authority. Revenues from FY 2014 will continue to be received in August and September.

Martin E. Nohe, Chairman  
Members, Northern Virginia Transportation Authority  
July 17, 2014  
Page Three

### Long-Term Benefit Measurement

HB 2313 requires that each jurisdiction's long-term benefit from the implementation of the projects supported by the 70 percent of funding that the Authority will retain for regional projects be proportional to the its share of the revenues collected. To better measure "long-term benefit," the Working Group has established a subcommittee to discuss alternatives. The subcommittee has held several meetings and also discussed the issue with the Authority's Technical Advisory Committee. The subcommittee is discussing alternative ways to measure benefit for both highway and transit projects. Additional data collection and research are underway. The Financial Working Group and the Council of Counsels will prepare a recommendation for the Authority's consideration as part of its work session on October 24.

Members of the Financial Working Group, the Council of Counsels and I will be available at the NVTa meeting on July 24, 2014, to answer questions.

Cc: Members, NVTa Jurisdiction and Agency Coordinating Committee  
Members, NVTa Financial Working Group  
Members, NVTa Council of Counsels  
Monica Backmon, Executive Director  
Michael Longhi, Chief Financial Officer

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

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

**FROM:** Monica Backmon, Executive Director

**DATE:** July 24, 2014

**SUBJECT:** Executive Director's Report

---

1. **Purpose.** To inform Authority of items of interest not addressed in other agenda items.
2. **One on One Meetings.** Have met with all Authority members individually to discuss short/long term goals of the Authority. Was able to discern a common theme which was the ability to map all NVTa approved projects. Staff is currently developing maps of the approved FY14 project list. Maps will show project, termini, cost, phase.
3. **Employee Retirement Plan.** The actuarial study related to the Authority joining the Virginia Retirement System (VRS) has been received. The costs related to joining are within the budget estimates set in the approved FY2015 Operating Budget. Research is ongoing for short and long term disability insurance.
4. **PCAC.** Looking to hold organizational meeting in September which will include consist of the work plan for the Committee.
5. **Policy Development.** Authority staff have completed or are near completion of 20 policy statements covering topics from a Code of Ethics to Capital Asset Accounting. Additionally, an Employee Handbook is also in draft review. We anticipate that the majority of the policies will be ready for Authority review in September.
6. **NVTa Move.** NVTa office move is tentatively planned for the end of September or beginning of October. We have reserved the City of Fairfax City Hall in the event the move will occur during the week of the October Authority meeting.
7. **Line Of Credit Update – Regional Project Funding.** On June 26th the Authority completed a Line of Credit (LOC) transaction for \$74,642,000. This financing ensures all FY2014 bond projects approved by the Authority have the financial resources to proceed.

The LOC was competitively bid with 10 firms offering proposals. The winning proposal was received from Bank of America Merrill Lynch, which in addition to a low interest rate, also offered low closing costs among other favorable terms.

Since Governor McAuliffe signed the budget and the LOC transaction is complete, Authority staff has initiated the process of funding the approved Standard Project Agreements (SPAs) for the FY2014 projects. As you may recall, SPA funding was conditional based on an approved state budget. The Authority approved LOC financing as an interim funding approach, allowing the Authority to continue funding projects in the event that adverse budget language was included in the approved budget. Since no such language was included in the final budget, the Authority will proceed with previously approved plans for permanent financing through long term tax exempt bonds prior to the end of calendar year 2014.

- 8. Graphics Elements Package.** The NVTa has a logo and various products such as letterhead and a website. The basic style, brand procedures and parameters have been established for the Authority's logo and letterhead. However, we need to ensure that we preserve the brand as we extend beyond the existing elements. In order to accomplish this, staff requested assistance to complete a graphics elements package. Some of the specifics elements of the package include logo, letterhead/envelopes, business cards, note cards website and PowerPoint presentations.

**Attachment:** Updated NVTa Graphics Package





# Northern Virginia Transportation Authority BRANDING GUIDE

A Visual Guide for Print Production and Website Design - page one

## 1 The logo

The Authority is responsible for long-range transportation planning for regional transportation projects in Northern Virginia. To ensure consistency and branding, it is important that the following guidelines are followed. The logo consists of the logomark and wordmark and both can be used separately or as a unit.

Logomark



Wordmark

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



Alternate version  
minus wording

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

## 2 Typography and typeface

Tahoma is a clean and strong display font. Tahoma bold is used for headlines and regular is used for subheads. Times New Roman is easy to read as the text font. Bold and italic are used for emphasis. Both fonts are readily available on all platforms.

Headline and subhead fonts

**Tahoma (Bold)**  
Tahoma (Regular)

Text and bodycopy fonts

**Times New Roman (Bold)**  
*Times New Roman (Bold Italic)*  
Times New Roman (Regular)  
*Times New Roman (Italic)*

## 3 Logo colors and color palette

Please use PMS 2788 whenever possible. For one color (b/w) projects, the logo should appear as black. Secondary colors provide accent options, especially suitable for power-point, web and email templates.



Primary Color



Secondary Colors



Use black for one-color projects.



# Northern Virginia Transportation Authority

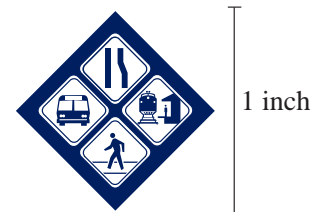
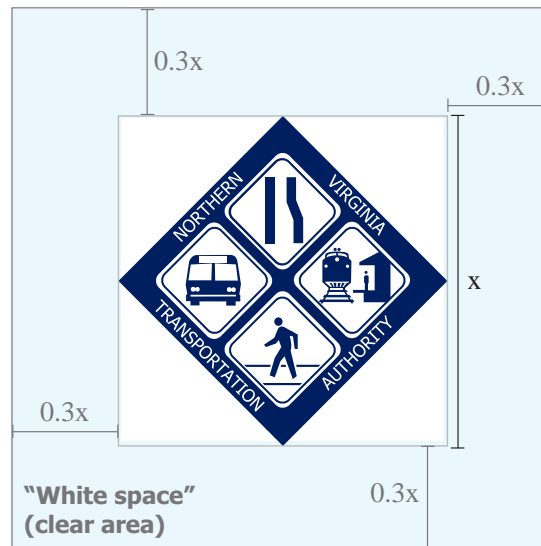
# BRANDING GUIDE

A Visual Guide for Print Production and Website Design - page two

## 4 Logo placement

Please allow at least 1/3 the logomark height for clear space around the logo.

Minimum logomark size should be no smaller than one inch.



### Minimum size

At small sizes, please use the logomark without the wording.



### Reversal version

A reverse logomark option is provided when the logo appears on a dark background.

## 4 Logo Do's and Dont's

Please do not stretch, colorize or add text below the logomark.



*From the desk  
of Jane Smith*



# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

Sample A. Sample  
123 Main Street  
Suite 1234  
Anytown, USA 1234-5679

Dear Sample A. Sample,

Cerorerovid etus modit, sunditam, natempore molesto quam rese platem faccum re nonsequi coria exerestio molore nitomol uptatur simusciet aut magnis excus doloriatempe nonsentiatu et acepudamus nullum hiciis simoloreste nonsecab iust, ut repedicae. Nam int as dest faccum faccus rerro ipsuntotatia que comnisitione et vel molest utemper ibuscip sapicipis autemporum nim quidempe perciet odis enim aut unt quissum fugitat faceror min resendi ant pe alia nobis nulliqu aecatiis niminto taturibus ent el most a quibus sum laut as dolor maximaxima aut fugia non cone nissecae velia cusam assitem vellab inimagnis sequam sunt odis evelitate ommolorecum dolorepudit ad quunt.

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Sincerely,

Name  
Title



**Northern Virginia Transportation Authority**

*The Authority for Transportation in Northern Virginia*

3040 Williams Drive, Suite 200

Fairfax, VA 22031

# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

**Monica N. Backmon**

Executive Director

3040 Williams Drive,  
Suite 200  
Fairfax, VA 22031



Office: 000-000-0000

Cell: 000-000-0000

Fax: 000-000-0000

[SampleSample@TheNoVaAuthority.org](mailto:SampleSample@TheNoVaAuthority.org)



**Northern Virginia Transportation Authority**

3040 Williams Drive, Suite 200  
Fairfax, VA 22031



# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*



**Northern Virginia Transportation Authority**

3040 Williams Drive, Suite 200

Fairfax, VA 22031



# Presentation Title Goes Here

Subtitle will go here



PRESENTED BY  
**Author's Name**

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

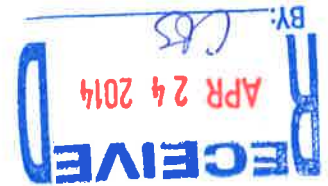


# **Correspondence Section**

McGuireWoods LLP  
One James Center  
901 East Cary Street  
Richmond, VA 23219-4030  
Tel 804.775.1000  
Fax 804.775.1061  
www.mcguirewoods.com

Arthur E. Anderson II  
Direct: 804.775.4366

McGUIREWOODS



aanderson@mcguirewoods.com  
Fax: 804.698.2006

April 21, 2014

John Mason  
Interim Executive Director  
Northern Virginia Transportation Authority  
3060 Williams Drive, Suite 510  
Fairfax, Virginia 22031

NVT	
Action:	HB 2813 Funding / Requests
File:	For Clarification
Distribution:	m. Toole / m. Buelin
Comments:	J 4/24

**Northern Virginia Transportation Authority ("NVT")--  
Use of Working Capital Reserve to Fund FY 2014 Projects  
with VDOT Rating Process Exemption**

Dear Mr. Mason:

This letter is in response to your request for guidance on two issues regarding the potential use of 70% regional revenues received in FY 2014 ("FY 2014 Revenues"). You have directed us to assume that the General Assembly will make no changes to the provision of Va. Code § 15.2-4838.1.C.1. exempting projects funded with FY 2014 Revenues from the requirement for rating in accordance with § 33.1-13.03:1 (the "VDOT Rating Process Exemption"). It is understood that the General Assembly could make the changes either directly to § 15.2-4838.1.C.1. or through the Appropriations Act.

**1. The first issue concerns FY 2014 Revenues that are initially deposited in NVT's working capital reserve ("WCR") in accordance with NVT's financial policies and subsequently removed to pay the costs of projects in either FY2014 or later fiscal years. Do the projects lose the VDOT Rating Process Exemption?**

NVT's Council of Counsels and bond counsel (collectively, "NVT Counsel") believes that the applicability of the VDOT Rating Process Exemption to an NVT project depends on the fiscal year of NVT's receipt of the 70% regional revenues being applied to finance the project. If the WCR is funded with FY 2014 Revenues and NVT later determines to withdraw such revenue from the WCR and apply it to projects, then NVT may do so without losing the VDOT Rating Process Exemption for such projects.

NVT Counsel is of the opinion that, in this context, the fiscal year in which revenues are "received" means the fiscal year in which occur the transactions on which the taxes and fees are imposed under Chapter 766. For example, if a retail sale occurs in Prince William County on June 28, 2014, the tax revenue received therefrom under Section 58.1-603.1 is FY 2014 Revenues notwithstanding that the revenue may not actually be deposited in the NVT Fund

until August 15, 2014, or later. NVTa Counsel understands that this accords with the accounting treatment that will be applied to the NVTa Fund (that is, a modified accrual basis of accounting).

**2. Do FY 2014 Revenues not utilized for a project or required reserve, but held as unallocated funds, ever lose their FY2014 VDOT Rating Exemption?**

NVTa Counsel understands "unallocated funds" to be an accounting term. However, NVTa staff has averred that if the NVTa Board approves the segregation of FY 2014 Revenues within the WCR with the stated intent of holding such revenues either as part of the WCR or to finance projects without the VDOT rating requirement, then such revenues will not be considered "unallocated funds." This aligns with what NVTa Counsel recommends—that before the end of FY 2014 the NVTa Board take an official action to evidence its intent regarding any FY 2014 revenues that will not be spent on the FY 2014 PAYGO projects through January 23, 2014.

We appreciate this opportunity to serve NVTa.

Very truly yours,



Arthur E. Anderson II

Cc: Michael Longhi  
Peggy Teal  
Angela Horan, Esquire  
Steven MacIsaac, Esquire  
Ellen Posner, Esquire



# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031

[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

June 3, 2014

Mr. Wyatt Shields  
City Manager  
City of Falls Church  
300 Park Avenue  
Falls Church, VA 22046

Dear Mr. Shields,

I am responding to your letter of May 22, 2014 requesting a determination of proper expenditures of C&I equivalent funds identified in Va. Code Ann. Section 15.2-4838.1 (B)(1). The issues raised in your letter were discussed with NVTA's Council of Counsels.

It is true that the funds appropriated in lieu of the C&I revenues would not be subject to the C&I statutory limitations on use of C&I revenues. However, the transferred equivalency funds must be utilized in accordance with the provisions identified in HB2313 for 30% funds. HB2313 identifies specific uses for these funds.

As stated in the legislation, 30% funding can be used for the purposes identified below:

1. additional urban or secondary road construction;
2. for other capital improvements that reduce congestion;
3. for other transportation capital improvements which have been approved by the most recent long range transportation plan adopted by the Authority;
4. or for public transportation purposes.

Please be mindful that unless the 30% documentation process is completed, the City's proportionate share of 30% funds are required to be transferred to the 70% regional revenue fund after June 30, 2014. The City's share of 30% funds is approximately \$550,000 through May 2014. In order to complete the transfer in time, NVTA will need to receive completed C&I documentation by June 25, 2014. NVTA's CFO will assist the City in completing the C&I transfer process.

If you have any questions concerning the appropriateness of a specific potential use or expenditure, please let me know and NVTa will be glad to work through the question with the City.

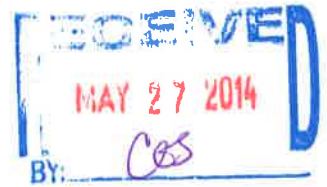
Best regards,

Monica Backmon  
Executive Director

cc: NVTa Council of Counsels  
Mayor David Tarter  
Vice Mayor David Snyder  
Members of Falls Church City Council  
Cindy Mester, City Manager  
Paul Stoddard, Senior Planner  
Michael Longhi, NVTa, CFO



# CITY OF FALLS CHURCH



May 22, 2014

Action:	NVTA 5/30 REFER to C of C
File:	30% Funds Clarification
Distribution:	C of C
Comments:	

Delivery via Electronic and US Mail

Mr. John Mason  
Interim Executive Director  
Northern Virginia Transportation Authority  
3060 Williams Drive  
Suite 510  
Fairfax, Virginia 22031

Re: Request for Determination about Proper Expenditures of C&I Equivalent Funds.

Dear Mr. Mason:

The City of Falls Church requests a determination from the NVTa Council of Counsels that Commercial and Industrial ("C&I")-equivalent funds used to access the City's share of 30 percent local funding under § 15.2-4838.1 may be spent on any of the City's transportation expenses as it deems fit.

Under § 15.2-4838.1(B)(2), in order to access the City's share of the 30 percent local funds described in that section, the City must either implement a C&I tax under § 58.1-3221.3(B) or deposit an equivalent amount from other revenue sources into a "special fund." Virginia Code § 58.1-3221.3 requires that revenue raised through a C&I tax can only be spent on the specific kinds of transportation expenses enumerated in Va. Code §58.1-3221.3(B)(1): "(i) new road construction and associated planning, design, and right-of-way acquisition, including new additions to, expansions, or extensions of existing roads that add new capacity, service, or access, (ii) new public transit construction and associated planning, design, and right-of-way acquisition, including new additions to, expansions, or extensions of existing public transit projects that add new capacity, service, or access, (iii) other capital costs related to new transportation projects that add new capacity, service, or access and the operating costs directly related to the foregoing, or (iv) the issuance costs and debt service on bonds that may be issued to support the capital costs permitted in subdivisions (i), (ii), or (iii)" However, it is equally clear that those restrictions do not apply to C&I-equivalent funds, because those equivalent funds are not "revenues generated from the additional real property tax." Therefore, the City believes that it is allowed to spend its C&I-equivalent funds on any of its transportation expenses and is not restricted by the inapplicable restrictive language cited above.



May 22, 2014


Page 2

The City believes that allowing C&I-equivalent funds to be used for any of its transportation expenses is consistent with Va. Code §§ 58.1-3221.3 and 15.2-4838.1. The intent of § 58.1-3221.3 is to enable jurisdictions to charge an additional tax provided the revenues are spent developing and maintaining new transportation capacity. Because the City is not charging such an additional tax, and is not receiving its equivalent funds from the NVTa, those conditions simply do not apply. The requirement in § 58.1-3221.3 that jurisdictions either implement a C&I tax or contribute an equivalent amount ensures that jurisdictions benefit from the 30 percent local funds only if they increase spending on transportation generally or are already using the C&I tax. All modes of transportation are vital to the City as we are a connecting "crossroad" for the regional transportation network, but the road component in the City is basically built-out so the focus in the City is on a variety of transit, bicycle, pedestrian and general transportation expenses with local resources. The City certainly recognizes the benefit of increasing local spending on transportation and therefore has budgeted accordingly for Fiscal Years 2014 and 2015.

The City recognizes that special funding streams often include special restrictions, but the restrictions found in §§ 58.1-3221.3 and 15.2-4838.1 relate in each instance to the source of the restricted funds. For example, the restrictions set forth in Va. Code § 58.1-3221.3(B)(1) apply by their terms to "all revenues generated from the additional real property tax imposed," and virtually the same restriction is repeated in § 58.1-3221.3(D)(1). Similarly, the restrictions in § 15.2-4838.1(B)(1) apply solely to the "revenues distributed pursuant to this subsection." C&I-equivalent funds, on the other hand, are raised through ordinary revenue streams, and are neither generated by a C&I tax imposed by the City nor distributed by the NVTa to the City.

Because this issue affects the disbursement of Fiscal Year 2014 funds, the City requests a prompt response. The City understands that a determination regarding the use of C&I-equivalent funds may impact other NVTa-member jurisdictions. Therefore, we ask that you coordinate with them as appropriate. Please feel free to contact me ([wshields@fallschurchva.gov](mailto:wshields@fallschurchva.gov)), Cindy Mester, Assistant City Manager ([cmester@fallschurchva.gov](mailto:cmester@fallschurchva.gov)) or Pat Taves, Interim City Attorney ([ptaves@fallschurchva.gov](mailto:ptaves@fallschurchva.gov)) if you have any questions.

Sincerely,



Wyatt Shields  
City Manager

cc: Mayor David Tarter  
Council Member David Snyder  
Members of City Council



# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031

[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

June 24, 2014

Ms. Wendy Block Sanford  
Transportation Director  
City of Fairfax  
10455 Armstrong Street  
Fairfax, VA 22031

Dear Ms. Block Sanford,

I am responding to your letter of June 12, 2014 requesting a determination of eligibility for a particular project that the City is considering funding with 30% NVTA funding per the requirements identified in Va. Code Ann. Section 15.2-4838.1. The issue raised in your letter was discussed with NVTA's Council of Counsels.

Per the opinion of the Council of Counsels, the study of the conversion of the system back to a one-way pair of traffic streets on Main Street and North Street through Old Town Fairfax and the City is consistent with the use of the 30% funds as identified in the legislation.

As stated in the HB2313, 30% funding can be used for the purposes identified below:

1. additional urban or secondary road construction;
2. for other capital improvements that reduce congestion;
3. for other transportation capital improvements which have been approved by the most recent long range transportation plan adopted by the Authority;
4. or for public transportation purposes.

If you have any additional questions concerning the appropriateness of a specific potential use or expenditure, please let me know and NVTA will be glad to work through the question with the City.

Best regards,

A handwritten signature in black ink, appearing to read "Monica Backmon", is written over the typed name and title.

Monica Backmon  
Executive Director

cc: NVTA Council of Counsels  
Mayor Scott Silverthorne  
Robert Sisson, City Manager  
David Hodgkins, Assistant City Manager/CFO  
Brian Lubkeman, City Attorney  
Michael Longhi, NVTA, CFO



***10455 Armstrong Street  
Fairfax, Virginia 22030-3630***

June 12, 2014

Ms. Monica Backmon  
Executive Director  
Northern Virginia Transportation Authority  
3060 Williams Drive  
Suite 510  
Fairfax, Virginia 22031

Re: Request for determination about Project Eligibility Utilizing 30% Funding

Dear Ms. Backmon:

The City of Fairfax requests a determination from the NVTa Council of Counsels about eligibility for a particular project that the City is considering funding with 30 percent NVTa funding. The City believes that this project is eligible for 30 percent funding under Va. Code Section § 15.2-4838.1.

In 2006, the City of Fairfax converted Main Street and North Street through Old Town Fairfax (West Street to Old Lee Highway) from a one way pair to two-way streets. The city reconfigured North Street to five lanes and East Street to four lanes; modified traffic islands on Main Street, North Street and Old Lee Highway; reoriented traffic signals; and narrowed traffic lanes. The two-way traffic change was designed to lower traffic speed, make Old Town Fairfax a more viable destination and make driving and walking around Old Town Fairfax safer.

It has been eight years since the City converted from the one-way pair to two-way traffic on these streets and the City would like to evaluate whether the new traffic pattern has been successful in achieving the above-stated goals. Also, there has been an increase in peak-period traffic congestion through Old Town over the past few years and the City would like to evaluate whether the traffic pattern change has contributed to this congestion or if this is due to other factors (i.e. regional traffic growth). It is possible, depending on the outcome of the study, that the City would consider converting the system back to a one-way pair. This capital project may also be funded with 30 percent funding.

As stated above, the City believes this project is eligible to be funded with the City's 30 percent funding and meets the criteria "capital improvements that reduce congestion" and "public transportation purposes".

The City also requests a definition and project examples for the "public transportation purposes" criterion stated in Va. Code Section § 15.2-4838.1 .

Sincerely,

A handwritten signature in black ink that reads "Wendy Block Sanford". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Wendy Block Sanford  
Transportation Director

CC: Robert Sisson, City Manager  
David Hodgkins, Assistant City Manager/CFO  
Brian Lubkeman, City Attorney



# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031

[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

June 5, 2014

The Honorable Terry McAuliffe  
Governor of Virginia  
Patrick Henry Building, 3rd Floor  
1111 East Broad Street  
Richmond, Virginia 23219

The Honorable William J. Howell  
Speaker of the Virginia House of Delegates  
P.O. Box 8296  
Fredericksburg, VA 22404

The Honorable Richard L. Saslaw  
Majority Leader  
Senate of Virginia  
P.O. Box 1856  
Springfield, VA 22151-0856

Subject: Budget Deliberations

Dear Governor McAuliffe, Speaker Howell, and Senate Majority Leader Saslaw,

On behalf of the Northern Virginia Transportation Authority (NVTA), I want to thank you for your efforts to assist the Authority as we implement HB 2313. However, I wish to express the Authority's concerns regarding the potential for the Commonwealth to enter into Fiscal Year 2015 (FY 2015) without an adopted budget.

Since HB 2313 was signed into law and the collection of the new taxes and fees began on July 1, 2013, the Authority has worked quickly and diligently to program these new revenues to help relieve congestion throughout the region. The Authority has programmed approximately \$200 million for regional transportation projects and has provided approximately \$62 million to its nine member jurisdictions to implement a variety of road, transit projects and improvements that are designed to relieve congestion and add capacity. However, these projects can only move forward when a level of economic and funding certainty exists.

Per Virginia's requirements, the HB 2313 revenues which the Authority is charged with implementing must be appropriated by the Commonwealth. The failure to adopt an FY 2015 budget before July 1, 2014 means that the distribution of funds from the taxpayers of Northern Virginia to the NVTA will immediately stop. Though residents and businesses of Northern Virginia will continue to pay these taxes and fees, the funding for many of the transportation projects that Northern Virginia desperately needs may be unavoidably detained.

The Honorable Governor McAuliffe, Speaker Howell, and Senate Majority Leader Saslaw  
June 5, 2014  
Page 2 of 2

While the full extent of a shutdown in the Commonwealth is not known, we do know that there are specific functions of the Commonwealth which a shutdown will impact, including the flow of funds and financial data through various Commonwealth departments to NVTa. The Departments of Taxation, Accounts, Treasury and Virginia Department of Transportation, all play a role in collecting, compiling and distributing revenue and financial data to the Authority.

It is conceivable that a break in any of these functions will prevent the distribution of revenue and financial data to any or all of the three HB 2313 revenue streams. As an example, for the purposes of the local distributions, the Authority requires both the revenue and the financial data reported in order to be able to make the appropriate distributions of funds to the member jurisdictions.

In addition, I'd like to reiterate the Authority's continued concern over Budget Item 427 #1h, as noted in our letter from February 26, 2014 (Attached). If adopted, this language would prohibit the Authority from providing funding to any project after June 30, unless it has been evaluated and prioritized pursuant to the requirements of § 33.1-13.03:1 of the Code.

Given the dire transportation implications I have described, the Authority urges a speedy resolution to the current budget impasse to avoid any interruption in the critical resources needed to relieve congestion and ensure the economic health of our region and the Commonwealth.

We look forward to continuing our work with the Commonwealth to implement HB 2313. If you have any questions or would like to discuss this matter, please contact me at (703) 792-4620. Again, thank you for efforts to address our region's transportation funding needs.

Sincerely,



Martin E. Nohe  
Chairman

Enclosed: as

Cc: Members, Northern Virginia Transportation Authority  
Members, Northern Virginia Delegation, Virginia General Assembly  
The Honorable Aubrey Layne, Secretary of Transportation



# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031

[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)

February 26, 2014

The Honorable Charles J. Colgan  
Senate of Virginia  
201 North 9th Street, Room 326  
Richmond, Virginia 23219

The Honorable S. Chris Jones  
House of Delegates  
P.O. Box 406, Room 948  
Richmond, Virginia 23218

The Honorable Emmett W. Hanger, Jr.  
Senate of Virginia  
201 North 9th Street, Room 431  
Richmond, Virginia 23219

The Honorable R. Steven "Steve" Landes  
House of Delegates  
P.O. Box 406, Room 947  
Richmond, Virginia 23218

The Honorable Janet D. Howell  
Senate of Virginia  
201 North 9th Street, Room 321  
Richmond, Virginia 23219

The Honorable M. Kirkland "Kirk" Cox  
House of Delegates  
P.O. Box 406, Room 607  
Richmond, Virginia 23218

The Honorable Thomas K. Norment, Jr.  
Senate of Virginia  
201 North 9th Street, Room 621  
Richmond, Virginia 23219

The Honorable John M. O'Bannon, III  
House of Delegates  
P.O. Box 406, Room 521  
Richmond, Virginia 23218

The Honorable Richard L. Saslaw  
Senate of Virginia  
201 North 9th Street, Room 613  
Richmond, Virginia 23219

The Honorable Thomas A. "Tag" Greason  
House of Delegates  
P.O. Box 406, Room 513  
Richmond, Virginia 23218

The Honorable John Watkins  
Senate of Virginia  
201 North 9th Street, Room 331  
Richmond, Virginia 23219

The Honorable Johnny S. Joannou  
House of Delegates  
P.O. Box 406, Room 423  
Richmond, Virginia 23218

Re: HB 30 Amendment Related to the Northern Virginia Transportation Authority (Item 427 #1h)

Dear Members of the Committee of Conference on the Budget:

On behalf of the Northern Virginia Transportation Authority (NVTA), and based on discussions that occurred at NVTA's February 20, 2014, meeting, I am writing to express our opposition to Budget Item 427 #1h, which affects future actions of the Northern Virginia Transportation Authority. If adopted, this language would prohibit the Authority from providing funding to any project after June 30, unless it has been evaluated and prioritized pursuant to the requirements of § 33.1-13.03:1 of the Code.



Last session, the Governor and General Assembly exempted FY 2014 funds from the requirement for this Virginia Department of Transportation (VDOT) evaluation to allow projects to commence quickly. Following that direction, NVTa approved a list of projects to be paid by both bonds and pay-as-you-go financing in July 2013. VDOT has also begun working on the analysis required by § 33.1-13.03:1 (as approved in 2012 in HB 599) and the first round of evaluations is not scheduled to be completed until the end of calendar year 2014. NVTa was scheduled to nominate projects for this analysis on February 20, 2014; and the Commonwealth Transportation Board (CTB) is expected to adopt a project list at its March meeting.

Additionally, HB 2313 exempts mass transit capital projects that increase capacity from this required analysis. Therefore, the list of projects considered by NVTa on February 20, 2014, does not include transit projects as would be required by the proposed budget item. Changing the scope of projects to be evaluated, transit or otherwise, also delays the evaluation, and, consequently, project implementation. Requiring this analysis for the unallocated FY 2014 funds would also delay project implementation.

Because NVTa is in agreement with giving priority to those projects that provide the greatest congestion relief relative to cost, NVTa undertook a thorough analysis of projects considered for FY 2014 funding to ensure compliance with HB 2313 and NVTa's authorizing statutes, which include analysis documenting that its projects would provide the greatest congestion relief relative to the cost. NVTa initiated a bond validation proceeding related to the regional funds to test the validity of the bonds, processes, and authorizing statute. The Fairfax County Circuit Court ruled in NVTa's favor on all matters. It is imperative that no changes be made to the Northern Virginia portions of HB 2313 or to the code sections specifically related to NVTa, as it begins implementing these new funding provisions.

We hope that the General Assembly will not use the budget to change well defined processes for the development, review and approval of transportation projects. If you have any questions or would like additional information, please call me at (703) 792-4620.

Sincerely,



Martin E. Nohe  
Chairman

Cc: Members, Northern Virginia Delegation of the General Assembly  
Members, Northern Virginia Transportation Authority





*The Washington Metropolitan  
Area Transit Authority  
Board of Directors  
cordially invites*

**Ms. Monica Backmon**

TO JOIN US ON SATURDAY, JULY 26, 2014 FOR  
A

*Silver Line Celebration*

*Be among the first to ride the new  
Silver Line on the invite-only  
Special Event Train, then attend the  
Silver Line Opening Ceremony  
& Ribbon Cutting*



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THE  
OPENING CEREMONY & RIBBON  
CUTTING AT WIEHLE-RESTON EAST.

CHOOSE YOUR BOARDING  
LOCATION:  
**LARGO TOWN CENTER AT 8:00 A.M.**  
**METRO CENTER AT 8:30 A.M.**  
**TYSONS CORNER AT 9:30 A.M.**

IF TYSONS CORNER IS YOUR CHOSEN  
BOARDING LOCATION, YOU ARE ALSO  
INVITED TO ATTEND A PRE-RIDE BREAKFAST  
RECEPTION FROM 8:00-9:00 A.M.

.....

*Silver Line Opening Ceremony  
& Ribbon Cutting*

**WIEHLE-RESTON EAST  
METRORAIL STATION  
SOUTH ENTRANCE**

**CEREMONY BEGINS AT 10:00 A.M.**

GUESTS ARE INVITED TO EXPLORE THE  
PLAZA AT RESTON STATION AT A  
POST-INAUGURAL RECEPTION FROM  
NOON-2:00 P.M.

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*As space is limited, we kindly request  
a reply by July 11, 2017.*

RSVP TO [SILVERLINE@WMATA.COM](mailto:SILVERLINE@WMATA.COM) OR 703-667-7915  
WITH DETAILS ON WHICH EVENTS YOU PLAN TO ATTEND.

WE WILL PROVIDE ADDITIONAL DETAILS ONCE  
WE HAVE RECEIVED YOUR ACCEPTANCE.

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**THIS INVITATION IS NON-TRANSFERABLE AND  
LIMITED TO THE INVITEE ONLY.**

**SAVE THE DATE FOR THE GROUNDBREAKING  
OF THE NEW VRE RAIL STATION AT POTOMAC SHORES**

You will soon receive a special invitation to attend the groundbreaking for the new Virginia Railway Express (VRE) train station at the Potomac Shores master-planned community in Prince William County. The event is scheduled to take place at Potomac Shores at **11 a.m. on Thursday, July 31, 2014**, so please mark your calendar. Brunch and refreshments will be provided.

Commuters in Northern Virginia will have a new option for travel on the VRE available to them when the new rail station opens in 2017 in the Potomac Shores town center. The train station will be located along the waterfront district's bluff-top promenade overlooking the Potomac River, and commuters will take an elevator or stairs down to the boarding platforms to catch northbound or southbound VRE trains.

**The actual invitation from Potomac Shores will soon be arriving in the mail**, so please look for it and RSVP to the phone number that will be enclosed.

We hope you will consider joining us on July 31 to help celebrate the groundbreaking of the new Potomac Shores VRE Station. All aboard!

