



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

Thursday, November 12, 2015  
6:00 pm  
3040 Williams Drive, Suite 200  
Fairfax, Virginia 22030

**AGENDA**

- I. **Call to Order** Chairman Nohe
- II. **Roll Call** Ms. Speer, Clerk
- III. **Minutes of the September 24, 2015 Meeting**  
*Recommended action: Approval [with abstentions  
from those who were not present]*

**Consent Agenda**

- IV. **Project Agreement for Fairfax County/VDOT – Regional Funding Project 995-10441 (Route 7 Bridge Widening: Over Dulles Toll Road)**  
*Recommended action: Approval of Project Agreement*
- V. **Project Agreement for Fairfax County-Regional Funding Project 059-50371 (Fairfax County Parkway Improvements Study)**  
*Recommended action: Approval of Project Agreement*
- VI. **Project Agreement for Fairfax County-Regional Funding Project 059-50541 (Rolling Rd Widening: Old Keene Mill Rd to Franconia Springfield Pkwy)**  
*Recommended action: Approval of Project Agreement*
- VII. **Project Agreement for Fairfax County-Regional Fund Project 059-80511 (Frontier Drive Extension & Interchange Improvements)**  
*Recommended action: Approval of Project Agreement*
- VIII. **Project Agreement for the Fairfax County-Regional Fund Project 059-80551 (Route 1 Widening: Mount Vernon Memorial Hwy to Napper Rd)**  
*Recommended action: Approval of Project Agreement*
- IX. **Project Agreement for the City of Alexandria-Regional Fund Project 510-70631 (Duke Street Transit Signal Priority Installation)**  
*Recommended action: Approval of Project Agreement*

- X. **Project Agreement for the City of Alexandria-Regional Fund Project 510-80571 (Potomac Yard Metrorail Station Development)**  
*Recommended action: Approval of Project Agreement*
- XI. **Project Agreement for the City of Alexandria-Regional Fund Project 510-90561 (West End Transitway Study)**  
*Recommended action: Approval of Project Agreement*
- XII. **Project Agreement for the Town of Herndon-Regional Fund Project 384-10501 (East Elden St Improvements & Widening)**  
*Recommended action: Approval of Project Agreement*
- XIII. **Project Agreement for the Town of Leesburg-Regional Fund Project 402-10431 (Route 7/Battlefield Pkwy Interchange)**  
*Recommended action: Approval of Project Agreement*

**Action Items**

- XIV. **Acceptance of the FY2015 Audit**  
Chairman York, Chair, Finance Committee  
*Recommended action: Acceptance of Audit*
- XV. **Approval of Budget Adjustment-Regional Revenue Fund Budget**  
Mr. Longhi, CFO  
*Recommended action: Approval of the Budget Adjustment*
- XVI. **Approval of FY2017 Program Project Selection Criteria**  
Chairman Nohe, Chair, PIWG  
*Recommended action: Approval of FY2017 Program Project Selection Criteria*
- XVII. **Adoption of Resolution 16-02 Restructure of the JACC**  
Ms. Hynes, Chair, Bylaws Committee  
*Recommended Action: Adoption of Resolution 16-02*
- XVIII. **Adoption of Resolution 16-03 Submission of Projects for House Bill 2 Evaluation**  
Ms. Backmon, Executive Director  
*Recommended action: Adoption of Resolution 16-03*
- XIX. **Adoption of the Resolution 16-04 on the I-66 Outside the Beltway Project**  
Chairman Nohe  
*Recommended action: Adoption of the Resolution 16-04*
- XX. **Approval of the 2016 Federal and State Legislative Program**  
Ms. Bushue, Chair, Legislative Committee  
*Approval of the 2016 Federal and State Legislative Program*

**XXI. Approval of the Town of Vienna’s CMAQ/RSTP Reallocation Request**  
Ms. Dominguez, Chair, JACC  
*Recommended action: Approval of Reallocation Request*

**XXII. Authorize Executive Director to Submit Comments on TPB’s Multi-Sector Working Group Greenhouse Gas Interim Report**  
Ms. Backmon, Executive Director  
*Recommended Action: Authorization*

**XXIII. Appointment of the Nominating Committee** Chairman Nohe

**XXIV. Adoption of the 2016 Meeting Schedule** Ms. Backmon, Executive Director  
*Recommended Action: Adoption of the 2016 Meeting Schedule*

**XXV. Approval of the Executive Director’s Contract Amendment**  
Mayor Parrish, Chair, Personnel Committee  
*Recommended action: Approval of the Executive Director’s Contract Amendment*

**Discussion/Information**

**XXVI. Review of Draft Amendments to the Bylaws**  
Chair Hynes, Chair, Bylaws Committee

**XXVII. Virtual Kick-Off of TransAction Update** Mr. Jasper, Program Coordinator  
and Mr. Malouff, Chair of TransAction Subcommittee

**XXVIII. FY2015 Annual Report to the Joint Commission on Transportation Accountability** Ms. Backmon, Executive Director

**XXIX. JACC Approval of CMAQ/RSTP Reallocation Request for Fairfax County**  
Ms. Dominguez, Chair, JACC

~~**XXX. Update of VTRANS 2040** Mr. Jasper, Program Coordinator~~

**XXXI. Technical Advisory Committee Report** Mr. Boice, Chair, TAC

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

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

**XXXIV. Executive Director’s Report** Ms. Backmon, Executive Director

**XXXV. Chairman’s Comments**

## **Closed Session**

### **XXXVI. Adjournment**

## **Correspondence**

- Commonwealth Transportation Board 2015 Fall Transportation Meetings
- Letter from Secretary Layne to Chairman Nohe Regarding Bridge Crossings
- Manassas Park 30% Determination Letter
- VA 28 Bypass – Godwin Drive Extension October 2015

**Next Meeting: December 10, 2015 – 6:00 pm**

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





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

**Thursday, September 24, 2015**

**6:00pm**

**3040 Williams Drive, Suite 200**

**Fairfax, VA 22031**

**MEETING MINUTES**

**I. Call to Order** Chairman Nohe

- Chairman Nohe called the meeting to order at 6:11pm.

**II. Roll Call** Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Chairman Bulova; Chairman York; Mayor Parrish; Mayor Silverthorne; Council Member Rishell; Council Member Snyder; Senator Ebbin; Delegate Rust (departed 7:10pm); Delegate Minchew; Miss Bushue.
- Non-Voting Members: Ms. Cuervo; Mr. Horsley.
- Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Keith Jasper (Program Coordinator); Sree Nampoothiri (Program Coordinator); Camela Speer (Clerk); various jurisdictional staff.

**III. Minutes of the July 23, 2015 Meeting**

- Chairman Bulova moved approval of the July 23, 2015 minutes; seconded by Senator Ebbin. Motion carried with eleven (11) yeas and two (2) abstentions [with Mayor Parrish and Mayor Silverthorne abstaining as they were not at the July 23 meeting].

**Consent Agenda**

**VI. Project Agreement for Prince William County–Regional Funding 153-30361 (Route 28 (Manassas Bypass) Study - Godwin Drive Extension)**

**VII. Project Agreement for City of Manassas–Regional Funding 683-30451 (Route 28 Widening South to the City Limits)**

**VIII. Project Agreement for Town of Dumfries–Regional Funding 359-80491 (Widen Route 1 (Fraley Boulevard) Brady's Hill Road to Route 234 (Dumfries Road))**

- IX. Project Agreement for Town of Leesburg–Regional Funding 402-10521 (Route 15 Bypass at Edwards Ferry Road Interchange)**
- X. Approval of FY2017-2023 Revenue Estimates**
- XI. Approval of Budget Adjustment to FY2016 Regional Revenue Fund**
- XII. Approval to Participate in the Virginia Investment Pool**
- XIII. Approval to Submit the I-66 Outside the Beltway Project for the HB 2 Process**
  - Chairman Nohe removed items XIV, A and B from the consent agenda.
  - Chairman Bulova moved approval of the consent agenda to include the specific motions in items VI – XIII; seconded by Chairman York. Motion carried unanimously.

**Action**

- XIV. Approval to Amend the 2015 Calendar Year Meeting Schedule to Cancel the October Meeting**
  - Chairman Nohe proposed that the October Authority meeting be cancelled and those agenda items moved to the November meeting. Ms. Backmon confirmed that this could be done without disruption to the Authority’s work schedule.
  - Mayor Parrish moved cancellation of the October Authority meeting; seconded by Chairman Bulova. Motion carried unanimously.
- A. Appointment of the Legislative Committee**
  - Chairman Nohe appointed Ms. Bushue the chairman of the Legislative Committee. He appointed Mayor Silverthorne, Council Member Rishell and Council Member Snyder to the Legislative Committee.
  - Delegate Rust moved approval of the appointment of Ms. Bushue, Mayor Silverthorne, Council Member Rishell and Council Member Snyder to the Legislative Committee, and the appointment of Ms. Bushue as chairman; seconded by Chairman Bulova. Motion carried unanimously.
- B. Approval of CMAQ/RSTP Transfer Request from City of Alexandria and Prince William County**

- Delegate Rust moved approval of the reallocation of Regional Surface Transportation funds for the City of Alexandria and Prince William County; seconded by Mayor Parrish. Motion carried unanimously.

**XV. Approval of the FY2017 One Year Program Call for Projects**

Ms. Backmon, Executive Director

- Ms. Backmon stated that at the December 2014 meeting of the Authority it was agreed to issue a Call for Projects for a one year program for FY2017, and to advance that call after a test analysis of the transit projects through the HB 599 process. She noted that the Virginia Department of Transportation (VDOT) and the Department of Rail and Public Transportation (DRPT) have done this test analysis. Subsequently, the Project Implementation Working Group (PIWG) met on September 16, 2015 and recommended that the Authority issue the Call for Projects at this meeting.
- Mr. Jasper noted that the HB 599 evaluation of transit projects was required by the PIWG as a test to ensure that the modeling approach would provide consistent and reasonable results for transit projects, prior to advancing the Call for Projects for the FY2017 Program. He stated that there is general agreement that the model performed reasonably and will enable consistent comparison of highway and transit projects. Mr. Jasper explained that the PIWG has started the process of reviewing the project selection process for the FY2017 Program. He noted several points about the project selection process:
  - ✓ It is envisioned to be broadly consistent with the same process that was used for the FY2015-16 Program.
  - ✓ It will be enhanced to support decision making by the Authority in due course.
  - ✓ One particular enhancement proposed is a methodology for calculating congestion relief relative to cost. This is being discussed with the PIWG, the Technical Advisory Committee (TAC) and, if possible, the Jurisdiction and Agency Coordinating Committee (JACC) to ensure there is general agreement and that the methodology is as robust as possible.
  - ✓ The PIWG is considering possible changes to the relative weightings associated with each of the eleven selection criteria used to calculate NVTAs quantitative score. He noted that one of the criteria is based on the HB 599 rating and the PIWG is considering raising this weighting. It is still needs being considered as to what needs to be adjusted to accommodate these changes and NVTAs staff has been asked to evaluate this and present the results at the next PIWG meeting.
- Mr. Jasper noted that the proposed project application form for the Call for Projects is included in the Authority's meeting packet. He added that it is generally consistent with what has been used before, but has been updated to reflect the overall approach to the project selection process. This allows the jurisdictions and agencies to see exactly what is wanted and from the NVTAs staff point of view, it streamlines the evaluation process. It also enables the jurisdictions and agencies to begin compiling the required information while the PIWG is finalizing the final details of the project selection process.

- Mr. Jasper stated that the finalization of the project selection process does not need to delay the Call for Projects, as the information required is the same regardless of the project selection process weightings.
- Mr. Jasper reviewed the FY2017 Program schedule:
  - ✓ Projects for consideration must be submitted by the end of November.
  - ✓ PIWG will seek approval at the December Authority meeting for the list of projects to be formally submitted to VDOT and DRPT for HB 599 evaluation.
  - ✓ NVTA evaluation of the projects will be done in parallel with the HB 599 analysis.
  - ✓ If schedule is maintained, the FY2017 Program will come to the Authority for adoption in July 2016.
- Chairman Bulova moved approval to issue the Call for Projects for the FY2017 Program; seconded by Chairman York.
- Chairman Nohe explained an email that had been sent by Chair Hynes, due to her inability to attend this evening's meeting. The email, on behalf of Arlington County, expresses some concerns about the transit test modeling. He noted that DRPT has similar concerns, but it has been determined that the concerns are not such that they need to delay the Call for Projects.
- Motion carried unanimously.

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

Mayor Parrish, Chair, Personnel Committee

- Mayor Parrish stated that the Personnel Committee needs to do some additional work on this item and noted that everything is going well. He delayed action on this item until the next meeting.

**Presentation**

**IV. MWCOG's Interim Findings on Greenhouse Gas Reduction Strategies**

Mr. Kanathur Srikanth, Director of Transportation, TPB

- Mr. Srikanth and Mr. Griffith presented the Metropolitan Washington Council of Government's (COG) Interim Findings on Greenhouse Gas Reduction Strategies.
- Chairman Nohe noted that the "business as usual" case recognizes population and job growth during the period and asked if it is assumed that technology remains static. Mr. Griffith responded that this is correct in the "business as usual" case.
- Mr. Horsley asked for clarification on the listing of the \$5 cordon pricing as both a viable and a stretch strategy, asking if it was one or the other. Mr.

Griffith responded that the stretch strategies are on “on top” of the viable strategies.

- Chairman Bulova stated that recommendations need to be realistic, suggesting that recommending a charge to drive into the District is not realistic. She noted that this has been visited before and most jurisdictions have taken legislative positions in opposition to a commuter tax on people entering the District. She added that it has been a pretty strong hot button issue. She suggested this is one recommendation that needs to be looked at as to whether it is truly realistic. Chairman Bulova asked if there is any history that would demonstrate that some recommendations are just not going to happen, so that things do not continue to be a recommendation if it is just not going to happen. She explained that people get upset about issues like this that are not realistic in the first place. Mr. Srikanth responded that the next steps are to review in greater detail each of the assumptions that are within each of the strategies that have been proposed. He noted these strategies have been reviewed by the team as to whether they are truly viable and could be implemented. Mr. Srikanth stated that the \$5 cordon charge was left as a viable strategy because the DC Department of Transportation’s adopted comprehensive plan says that is the policy. Mr. Griffith added that there was additional discussion regarding adding parts of Arlington and Alexandria in the cordon charge. That was determined not to be viable. Chairman Bulova stated that anything that involves a fee to enter into any jurisdiction is not going to be well received.
- Council Member Snyder asked for an explanation about why we care about greenhouse gas reductions. Mr. Srikanth responded that the Climate Change Energy Report published in 2008 builds on the United Nations’ International Panel on Climate Change (IPCC) Report, which indicates that climate change leads to severe weather occurrences, a greater shift in where they occur and in frequency. This has a direct impact on the infrastructure, people, livelihood and production.
- Mr. Snyder asked what mode share combination - in terms of additional transit, offering people options they don’t have and teleworking - would be needed as an outcome in the transportation sector to contribute meaningful to meet these greenhouse gas reduction targets. Mr. Srikanth responded that if all the strategies were implemented, the model shows this will reduce vehicle miles traveled (VMT), by shifting them to other modes. The higher level of the assumptions in the report will contribute about 2% towards reduction. Mr. Srikanth stated that the specific transit ride sharing increases, to accommodate this amount of VMT reduction, for this strategy is in the range of 25 – 30%, so there will be a cost. Apart from the policy actions needed to implement these things, there would need to be a commitment to providing the cost for transit, regardless of provider. There has to be funding available to provide the additionally capacity to accommodate 30% more transit ridership. He added that similarly, if these trips are carpool or vanpool, there would need to be additional park and ride lots. Mr. Srikanth noted that the strategies that have been shown, by literature and technical analysis, as most useful to reducing greenhouse gases are decarbonizing fuel or reducing VMT. He concluded that

the activity center and transit oriented development strategy that this region is currently pursuing and implementing is focused on reducing VMT. Mr. Griffith added that there is an interaction that makes this more difficult. As you get more fuel efficient vehicles with the higher standards, you need increasingly larger VMT reductions to get significant reductions in greenhouse gases.

- Council Member Rishell echoed Chairman Bulova and Council Member Snyder's statements. She asked if it was implied that the viable strategies were in reach now. Mr. Srikanth stated that this is the assumption. Council Member Rishell stated that the viable strategy of 50% Net Zero energy in new buildings is very expensive and she expressed concern that this is not within reach. She added that she assumes there is no overall cost estimate for what all of this is going to cost. Mr. Srikanth responded that they have attempted to estimate cost and that the analysis is at a sketch planning level and, therefore, it has been challenging to develop a good quantitative cost estimate. He added that the best so far is a low, medium, high estimate. Mr. Srikanth noted that they are pursuing this for a better resolution of cost.
- Ms. Cuervo asked how the goals for this plan were set and what the intent was when they were set. Mr. Srikanth responded that one of the primary drivers throughout the country as the IPCC Report from the United Nations. He added that there are a number of organizations throughout the country that have adopted similar goals from this report. Mr. Srikanth stated that all of these are goals that are conceivably attainable with technology. He noted that there are strategies that would have to be systemic at the higher level that reach more people and not on a voluntary basis. He concluded that these are aspirational goals that are worth striving for, but it would be an equal amount of effort and technology controls.
- Chairman York suggested that when he reads these findings the only solutions he sees are to stop growing as a region, or perhaps those inside the Beltway could stop driving cars and walk to work. He noted that some of this may be doable, where people are able to work next to where they live, but this is not a plan that is reality when you get outside the Beltway. He added that people are commuting from Pennsylvania to work in this region, so we need to use some common sense.
- Chairman York stated, for the benefit of VDOT and the state delegates, that there is a project on the Loudoun County Parkway that the developer has been building for 20 years. The developer put trees in the median with the intent of moving them somewhere else on the project. This hasn't happened, so there is a beautiful tree canopy and the road is finally finished. Now, VDOT will not accept the roadway because there are beautiful trees in the median and the tractors are 15 feet tall and the movers are 11 feet wide. The developer has offered to buy VDOT mowers that they can use to cut under the tree canopy, but VDOT refuses to accept them because they use various contractors to cut the grass in the median twice a year. He suggested that VDOT needs to change their standards a little and allow for more tree canopies in the median.

He noted that they do add to the community and it would help with greenhouse gases.

- Miss Bushue asked for affirmation that the policy driving these strategies has nothing to do with federal regulations for attainment. Mr. Srikanth responded that this is correct and that currently there are no federal standards for greenhouse gas emissions.
- Delegate Minchew asked if greenhouse gases fit into the regulatory EPA mandate for now, or is this all aspirational or voluntary. Mr. Srikanth responded that currently this does not fit into any of the regulatory mechanisms in place. He added that the EPA has contested that the Clean Air Act gives them the authority to regulate greenhouse gases. The Supreme Court has confirmed that the Clean Air Act does allow the EPA to look at greenhouse gases. Beyond that, there has been no official recommendation on regulations on greenhouse gases.
- Senator Ebbin asked about the goal for 2050, noting that the preliminary findings show greenhouse gas emissions still 27% to 39% away from COG's 2050 goal. He asked if the final report will try to get closer to the goal or if we are only going to get this close. Mr. Srikanth responded that they are hopeful that there will be guidance on this from policy people and the Multi-Sector Working Group. He noted that there is a school of thought that we need to really look at the middle 1/3 of the strategies to realize if these goals are even attainable, before analyzing strategies to attempt to attain the remaining 1/3. He added that there are others that believe we need a set of strategies analyzed, even for the other 1/3 and then we can talk about which ones are viable. Mr. Srikanth concluded that, at this time, the technical analysis has concluded and they have not undertaken any significant work to analyze strategies for the remaining 1/3.
- Senator Ebbin asked about energy efficiency improvements in older buildings and solar options and if the report fully contemplated this. Mr. Srikanth responded that the report does anticipate energy efficiency improvements for existing buildings. Mr. Walz added that the existing building efficiency improvements predicted a 30% increase in efficiency in the existing report. On the solar side, they are looking at having policies in place that would increase the amount of distributed solar on individual buildings and the types of policies that would increase the level that was included in the State standards that are more controlled by the utilities.
- Chairman Bulova asked about the land use strategies concentrating growth and development along transit and the stretch strategy to shift future growth across jurisdictional boundaries. She expressed concern as to what mechanism might provide for growth across jurisdictional boundaries. She noted that in a perfect world, plans could be reviewed as to the best location for a facility, however this is not a perfect world and everyone is responsible for their own jurisdiction. Chairman Bulova suggested this strategy would be difficult.
- Ms. Backmon stated that she had invited Mr. Srikanth to present to the Authority because the Authority's 70% regional revenue projects are regional projects that are sent to the Transportation Planning Board (TPB) for air

quality conformity determinations. She also noted that many of these projects are cost sharing projects that also have federal, state and/or local monies. She stated that she wanted to be sure the Authority is informed about strategies regarding greenhouse gas emissions and how this could affect the projects that are included in the Constrained Long Range Plan (CLRP).

*(Delegate Rust departed.)*

**V. NVTA Website Update** Ms. Backmon, Executive Director

- Ms. Backmon stated that the staff is pleased to present the website update to the Authority. She noted that the pictures taken of the Authority members over the last several months were for the site and that the new site is more user friendly and more accessible for finding information. She invited Ms. Speer to present the new site, noting that it was her project.
- Ms. Speer presented the new NVTA website to the Authority. She highlighted that the new site:
  - ✓ Is reorganized for ease of finding information.
  - ✓ Has new content to increase transparency.
  - ✓ Is ADA compliant and mobile responsive.
  - ✓ Has new features like: photo slider bar, event calendar, member photo page, google translation, site search, popular links, finance section and document archives.
  - ✓ Will launch on or about the October 1, 2015.
- Ms. Bushue asked if someone is looking for an Authority document and knows what meeting it was part of, can they find the document on the website. Ms. Speer responded that they will be able to and that this does exist on the current site as well.
- Chairman Nohe stated that this is fantastic and noted that the current website was created immediately after the passage of HB 3202.

**Discussion/Information**

**XVII. CMAQ/RSTP Transfer Request from Arlington County, City of Manassas, Prince William County and Town of Vienna**

Ms. Dominguez, Chair, JACC

- No verbal report.

**XVIII. Bylaws Committee Report** Mayor Silverthorne, Bylaws Committee

- Mayor Silverthorne stated the Committee has met twice and will have a report at the next Authority meeting.

**XIX. Technical Advisory Committee Report** Mr. Boice, Chair, TAC

- No verbal report.



**XX. Finance Committee Report** Chairman York, Chair, Finance Committee

- Chairman York stated there will be no Finance Committee meeting in October and probably not in November.

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

- No verbal report.

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

- No verbal report.

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

- Ms. Backmon presented the Executive Director's report. She highlighted:
  - ✓ Have kicked off the update of the TransAction Plan. Plan name and project schedule will be presented at the next Authority meeting.
  - ✓ NVTA staff will be holding a workshop regarding the Standard Project Agreements (SPAs) to ensure submitters know what NVTA staff is looking for regarding the evaluation of the agreements.
  - ✓ First ribbon cutting was held last week for the buses that the Authority has purchased for the Arlington ART, Fairfax Connector, City of Fairfax CUE and the PRTC OmniRide buses. There was coverage in Mass Transit Magazine. Mayor Silverthorne added that Channels 4 & 9 covered it as well.
    - Mayor Silverthorne thanked Ms. Backmon and Ms. Speer for doing a great job with the ribbon cutting ceremony. He acknowledged that it was a lot of work and that it was flawless and a nice event.
    - Chairman Nohe added that it was neat to have all four of these buses nose to nose and that it represents the regionalism of what we are doing, with four jurisdictions cutting ribbons on new equipment together.
    - Chairman Bulova noted that it was striking to see the buses all next to each other and to recognize the different roles the different vehicles play. For instance, PRTC's bus was a large Greyhound type and it serves the purpose of long distance trips for Prince William riders. The Arlington ART bus was small and nimble for getting around in an urban area. The others were somewhere in between. She added it was a really neat display, a beautifully orchestrated event and really special.
    - Delegate Minchew asked what happens when an Authority purchased bus becomes fully amortized and maxed out. He asked if the jurisdiction has the obligation to buy a new bus or come to the Authority for a replacement. He noted that this is an investment that is not capital infrastructure and will eventually be fully amortized. Ms.

Backmon responded that the SPAs are structured so that the locality or agency must use the capital purchase for its useful life. Once the useful life is over, if the locality or agency wanted a new bus, they would have to go through the project evaluation and selection process, assuming they did not have their own vehicles to replace the bus. She added that many of the agencies have a rotation and have already accounted for situations where buses leave service. Chairman Nohe noted that he believes that all the transit agencies build into their long range capital plans the assumption that buses will need to be replaced. Mr. Biesiadny added that in Fairfax, they are adding the NVTA buses to their replacement plan. The Board sets aside a certain amount of money every year so that when those buses reach the end of their use, there is a money to replace them. Chairman Nohe stated that NVTA buses must expand capacity and replacement buses do not expand capacity.

- Delegate Minchew stated that the Fairfax model seems like a good one and suggested perhaps it should be mandatory to have a reserve fund for replacement.
- ✓ Ms. Backmon presented the map showing the new and expanded bus services that are now provided in the region as a result of the new buses purchased by the Authority. She added that the PRTC pedometers on the table are from the ribbon cutting.

#### **XXIV. Chairman's Comments**

- Mayor Silverthorne wished all the members running for office this year the very best in re-election. He stated they are all terrific leaders and wished them the best.

#### **Closed Session**

#### **XXV. Adjournment**

- Meeting adjourned at 7:23pm.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 6, 2015

**SUBJECT:** Regional Funding Project 995-10441 (Route 7 Widening – Dulles Toll Road Bridge)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 995-10441.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 995-10441 (Route 7 Widening – Dulles Toll Road Bridge), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by the Virginia Department of Transportation (VDOT) is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.
  - d. This project was originally approved by the Authority with Fairfax County as the project sponsor. As per a later agreement between Fairfax County and VDOT, VDOT will be the sponsor moving forward.

**Attachment:** SPA for NVTAs Project Number 995-10441

**Coordination:** Council of Counsels

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

Project Name: Route 7 Bridge Widening Over Dulles Toll Road

NVTA Project Number: 995-10441

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and VIRGINIA DEPARTMENT OF TRANSPORTATION ("VDOT").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, VDOT or another party acting on its behalf 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 for the benefit of VDOT and has approved VDOT's administration and performance of the Project's described scope of work;

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

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by The Commonwealth Transportation Board ("CTB") to finance the Project;

WHEREAS, NVTA agrees that VDOT will design and/or construct the Project or perform such other specific work for the Project and VDOT 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 VDOT's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and the VDOT Commissioner ("the Commissioner") 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 or such other official authorizing documents 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. VDOT's Obligations

VDOT shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Sections 33.2-2510(A),(C) 1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple funding phases" (as such "multiple funding phases" are set out for the Project on Appendix A), for which NVTA will provide funding for such multiple funding phases (as scheduled on Appendix B), NVTA may not accelerate funding to VDOT to advance the funding schedule for the Project. In any circumstance where VDOT seeks to advance the funding schedule for the Project, VDOT shall submit a written request to NVTA's Executive Director explaining VDOT's reasons why NVTA should authorize acceleration to the next funding 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 VDOT's requested accelerated funding. Nothing herein, however, shall prohibit VDOT

from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, VDOT further recognizes that NVTA's reimbursement to VDOT for having advance funded a the Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which- 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. VDOT 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, VDOT 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 VDOT.
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. VDOT 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. VDOT 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 Project payment has been made.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to VDOT'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 VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to the NVTA that such additional funds have been either authorized and/or appropriated by the CTB or the Virginia General Assembly as may be applicable or have been obtained through another independent 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
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.
14. Reimburse NVTA for all NVTA funds and, to the extent permitted by law, with interest earned at the rate earned by NVTA that VDOT misapplied or used in contravention of Sections 33.2-2500 *et seq.*



of the Virginia Code, as amended, (“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 VDOT’s contractors name NVTA and/or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of VDOT 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 VDOT may use NVTA funds to pay legal counsel (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 VDOT so as to ensure that no conflict of interest may arise from any such representation.
17. Subject to and consistent with the requirements of Paragraph E of this Agreement, upon final payment to all contractors for the Project, VDOT 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.
19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, the use of the proceeds complies with the tax covenants attached as Appendix D.
20. Acknowledge that it expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system and therefore VDOT will comply with the Virginia Department of Transportation’s (“VDOT’s”) “Standards, Requirements and Guidance.”
21. Recognize that VDOT 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 VDOT 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 VDOT will need to comply with all applicable 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 Project payment that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to VDOT 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 VDOT 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 VDOT'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 VDOT. 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 VDOT 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 VDOT that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.
4. Route all VDOT'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 VDOT'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 VDOT 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 VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review VDOT'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 VDOT 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 VDOT of all funds previously remitted by NVTA and, to the extent permitted by law, with interest earned at the rate earned by NVTA which were misapplied or misused by VDOT. 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 VDOT to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon VDOT's final Project payment, 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. VDOT 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 VDOT 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, VDOT 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 VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to NVTA all funds NVTA provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by NVTA. NVTA will provide VDOT with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, VDOT may request that NVTA excuse VDOT from refunding all funds NVTA provided to VDOT for the Project based upon VDOT's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds NVTA provided to VDOT for the Project. No such request to be excused from refunding will be allowed where VDOT 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, VDOT will release or return to NVTA all unexpended NVTA funds and, to the extent permitted by law, with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and The Commissioner shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to The Commissioner 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 Interest in Project Assets

VDOT 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. If VDOT intends to sell, convey, or dispose any Project asset funded with NVTA revenues or intends to use any Project asset for a purpose inconsistent with this Agreement, VDOT shall notify NVTA's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT, NVTA's Executive Director shall notify NVTA of VDOT's intended action(s). The parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Project asset(s) so as to ensure compliance with all applicable requirements of Chapter 766. All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to NVTA and the Commissioner for confirmation and ratification.

F. Appropriations Requirements

1. Nothing herein shall require or obligate NVTA to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body.

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.

3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available for the purposes of this Agreement.

G. Notices

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

1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

2) to: VDOT, to the attention of :  
Commissioner, Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219

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

VDOT represents that it is not acting as a partner or agent of NVTVA; 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: \_\_\_\_\_

Virginia Department of Transportation

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

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

## Appendix A –Narrative Description of Project

NVTA Project Title: Route 7 Bridge Widening: Over Dulles Toll Road – UPC 82135

Recipient Entity: Virginia Department of Transportation

Recipient Entity/Project Manager Contact Information: Michael Gleasman

NVTA Program Coordinator Contact information: Keith Jasper

### **Project Scope**

- 1 **Total Cost to Complete Project:** \$44,822,467.00
- 2 **Project Milestones -Final Design:** Start of Final Design - Notice to Proceed to Design-Build team in July 2015; Construction begins in Spring 2016; Construction ends in late spring 2018
- 3 **Project Milestones -Right-of-Way:** ROW acquisitions completed – Spring 2016
- 4 **Project Milestone – Construction:** Start of Construction -- Notice to Proceed to Design-Build team in July 2015; Utility relocation starts January 2016; Construction begins in March 2016; Construction ends in late spring 2018.

### **Stated Benefits**

- How does the project reduce congestion?** The widening of the bridge increases the vehicular capacity of the bridge itself and the associated ramps at the interchange. The addition of bicycle and pedestrian facilities will provide alternate commuting and travel modes into and out of Tysons, help reduce vehicular congestion and provide access to the Silver Line metro station.

### **Detailed Scope of Services**

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



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

### Basic Project Information

Submitting Agency: Fairfax County

Project Title: Route 7 Bridge Widening over Dulles Toll Road 1M

Project Type (*check one*):

Roadway (X) Transit ( )

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): VA 7, Corridor 1 - Dulles/VA 7

1. **Project Description:** This design/build project will widen Route 7 from four lanes to six lanes, from approximately 0.1 mile west of Tyco Road to approximately 0.6 mile west of Tyco Road. The requested funding will cover an existing shortfall and fully fund the project, which is ready to go to construction. The decks of the two existing bridges over Dulles Toll Road (DTR) will be replaced and widened in the middle to accommodate one extra lane on each side of the bridges. A 14 foot wide shared-use path will be built for pedestrians and bikes to travel in each direction. The proposed grade of the bridges over DATR will be raised to meet the standard vertical clearance requirement of 16' 6". The widening work will require some additional right of way and temporary construction easements.
2. **Requested NVTA Funds:** \$13,900,000. Funds will be utilized during the construction phase of the project. This request will fully fund the project.
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Construction
4. **Total Cost to Complete Project:** \$34,400,000.00
5. **Project Milestone -Study Phase:** Start of Study - Late 2011
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - Late 2011
7. **Project Milestones -Final Design:** Start of Final Design - Notice to Proceed to Design-Build team in spring 2015; Construction begins in Fall 2015; Construction ends in late summer 2017
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - Fall 2015
9. **Project Milestone – Construction:** Start of Construction -- Notice to Proceed to Design-Build team in spring 2015; Construction begins in fall 2015; Construction ends in late summer 2017
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A



**11. Is Project in Transaction 2010**

Yes (X)      No ( )

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

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

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



## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
The project will replace the two bridges carrying Route 7 over the Dulles Toll Road in Corridor 1 - Dulles/VA 7, as well as widen bridges to accommodate an additional lane of traffic and shared-use paths on each bridge. Route 7 serves as a major link to employment, retail, and the Metrorail Silver Line). Route 7 carries annual average daily traffic volumes of 53,000 to 60,000 vehicles per day. The much needed bridge upgrade will provide improved vertical clearance, replace outdated infrastructure, and add capacity improvements.
- **How does the project reduce congestion?**  
The widening of the bridge increases the vehicular capacity of the bridge itself and the associated ramps at the interchange. The addition of bicycle and pedestrian facilities will provide alternate commuting and travel modes into and out of Tysons, and help reduce vehicular congestion.
- **How does project increase capacity? (Mass Transit Projects only )** N/A
- **How does project improve auto and pedestrian safety?**  
The project would include grade-separated, 14-foot-wide shared-use paths to tie into future planned trails, thereby enhancing both vehicular and pedestrian safety.
- **List internet links below to any additional information in support of this project:**  
[http://www.virginiadot.org/projects/northernvirginia/route\\_7\\_over\\_dulles\\_airport\\_toll\\_road.asp](http://www.virginiadot.org/projects/northernvirginia/route_7_over_dulles_airport_toll_road.asp)



**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

Note: Utility relocation is included in the Right of Way phase.

NVTA Project Title: Route 7 Bridge Widening Over Dulles Toll Road 1M - UPC 82135  
 Recipient Entity: Virginia Department of Transportation  
 Project Contact Information: Michael Gleasman Ph: 703-259-1944 email: michael.gleasman@vdot.virginia.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	\$ 2,345,137.00			Bridge Formula & Equity Bonus	\$ 2,345,137.00	
Environmental Work						
Right-of-Way Acquisition	\$ 600,000.00			Bridge Formula & Equity Bonus	\$ 600,000.00	
Construction	\$ 41,877,330.00	\$ 13,900,000.00		Bridge Formula, Equity Bonus, NHPP Formula, Primary Formula	\$ 27,977,330.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 44,822,467.00</b>	<b>\$ 13,900,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,922,467.00</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction	4,633,333.33		9,266,666.67							
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 4,633,333.33</b>	<b>\$ -</b>	<b>\$ 9,266,666.67</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 2,316,666.67							
August										
September										
October			\$ 2,316,666.67							
November										
December										
January	\$ 2,316,666.67		\$ 2,316,666.67							
February										
March										
April	\$ 2,316,666.66		\$ 2,316,666.66							
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ 4,633,333.33</b>	<b>\$ -</b>	<b>\$ 9,266,666.67</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

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

Virginia Department of Transportation

Northern Virginia Transportation Authority

\_\_\_\_\_  
 Signature  
 Charles A. Kilpatrick, P.E.  
 \_\_\_\_\_  
 Title  
 Commissioner  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
 NVTA Executive Director  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Print name of person signing



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

1401 East Broad Street  
Richmond, Virginia 23219

(804) 786-2701  
Fax: (804) 786-2940  
*Agenda item # 4*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

November 12, 2014

#### MOTION

Made By: Mr. Garczynski, Seconded By: Ms. Valentine

Action: Motion Carried, Unanimously

**Title: Authorization for the Commissioner of Highways to enter into Standard Project Agreements between VDOT and the Northern Virginia Transportation Authority for NVTA Funded Projects**

**WHEREAS**, the Virginia General Assembly, pursuant to Chapter 25 of Title 33.2 of the *Code of Virginia*, has established the Northern Virginia Transportation Authority (NVTA), a political subdivision of the Commonwealth; and,

**WHEREAS**, the Virginia General Assembly, pursuant to §33.2-2509 of the *Code of Virginia*, has also established the Northern Virginia Transportation Authority Fund to fund transportation projects benefitting the counties, cities and towns embraced by the NVTA; and,

**WHEREAS**, pursuant to § 33.2-2500, the NVTA may enter into contracts or agreements with any federal, state, local or private entity to provide, or cause to be provided, transportation facilities to the area embraced by the NVTA; and,

**WHEREAS**, §33.2-214 C of the *Code of Virginia* empowers the CTB to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes;

**WHEREAS**, VDOT and NVTA have jointly prepared a standard project agreement template for the administration of those projects that are funded by NVTA and are located wholly or in part on the state-maintained system of highways, identified as attachment A, outlining the general responsibilities of each party relating to the use of NVTA funds and administration of the transportation project; and,

Resolution of the Commonwealth Transportation Board  
Authorization for the Commissioner of Highways to Enter into Standard Project  
Agreements between VDOT and the Northern Virginia Transportation Authority for  
NVTA Funded Projects.  
November 12, 2014  
Page two of two

**WHEREAS**, given the similarities between administration of the NVTA funded projects and locality funded projects administered by VDOT, and the need to ensure timely execution of the NVTA-funded project agreements, it is believed to be in the best interest of the Commonwealth to delegate to the Commissioner of Highways authority to enter into agreements as may be necessary with the NVTA based on the standard project agreement template.

**NOW, THEREFORE, BE IT RESOLVED**, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into agreements with NVTA as may be necessary to undertake the design, and construction of those transportation projects that are funded with NVTA funds as are deemed necessary and are located wholly or in part on the state-maintained system of highways within the area encompassed by the Northern Virginia Transportation Authority, utilizing the template set forth in attachment A, with changes necessary to address project-specific details and to effectuate funding for such projects which shall be included in the Six-Year Plan.

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**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**MEMORANDUM**

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 6, 2015

**SUBJECT:** Regional Funding Project 059-50371 (Fairfax County Parkway Improvements)

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- 1. Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-50371.
  
- 2. Suggested motion.** *I move approval of the proposed Standard Project 059-50371 (Fairfax County Parkway Improvements), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
- 3. Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 059-50371

**Coordination:** Council of Counsels

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

---

**(Recipient Entity)**

Project Name: Fairfax County Parkway Improvements

NVTA Project Number: ~~58~~ 059-50371

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

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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

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

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

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

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

B. NVTA's Obligations

NVTA shall:

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



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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by \_\_\_\_\_ Fairfax County \_\_\_\_\_ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
  
3. Route to NVTA's assigned Program Coordinator all \_\_\_\_\_ Fairfax County \_\_\_\_\_'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from \_\_\_\_\_ Fairfax County \_\_\_\_\_. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify \_\_\_\_\_ Fairfax County \_\_\_\_\_ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of \_\_\_\_\_ Fairfax County \_\_\_\_\_ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

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

G. Notices

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

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

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

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

Date: 11/3/15

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: Route 286 Widening (Ox Road (Route 123) to ~2000 feet north of Lee Highway (Route 29)) 5B

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Karyn Moreland, (703) 877-5760, Karyn.moreland@fairfaxcounty.gov

NVTA Program Coordinator Contact information:

**Project Scope**

Route 286 Widening (123 – 29) is a previously approved NVTA FY15-FY16 project (Fairfax County Parkway Improvements), it focuses on one segment of five previously approved by NVTA. The project provides for the widening of Route 286 from Route 123 to approximately 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or improve pedestrian and bicycle amenities including a major paved trail on the east side and major paved regional trail on the west side. Conceptual design assumes that all existing lanes will be salvaged and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside to accommodate the future HOV lanes. Intersection improvements and access management will be considered in the design. Within the limits of the project is the Fairfax County Parkway/Popes Head Road interchange. Improvements at this interchange are part of Fairfax County’s Transportation Priorities Plan, and PE related activities for the interchange will be included in the widening project.

**Detailed Scope of Services**

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



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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Route 286 Widening (Route 123 to ~2000 north feet of Route 29)  
 Recipient Entity: Fairfax County  
 Project Contact Information: Karyn Moreland, (703) 877-5760, karyn.moreland@fairfaxcounty.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	\$ 10,000,000	\$ 10,000,000	\$ -		\$ -	\$ -
Right-of-Way Acquisition	\$ 11,900,000	\$ -	\$ -	NVTA/70% (Potential FY17/FY18 request)	\$ 11,900,000	\$ -
Construction/Contract Administration/Testing Services/Inspection Services	\$ 60,530,656	\$ -	\$ -	NVTA/70% and/or HB2	\$ 60,530,656	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total Estimated Cost</b>	<b>\$ 82,430,656</b>	<b>\$ 10,000,000</b>	<b>\$ -</b>		<b>\$ 72,430,656</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental Work			\$ 4,000,000		\$ 6,000,000					
Right-of-Way Acquisition										
Construction/Contract Administration/Testing Services/Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 6,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

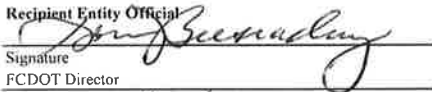
Please Note: If additional years are needed, please submit a separate form with additional columns

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July					\$ 2,000,000		\$ -			
August										
September										
October					\$ 2,000,000					
November										
December										
January			\$ 2,000,000		\$ 2,000,000					
February										
March										
April			\$ 2,000,000							
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 6,000,000</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  
 FCDOT Director  
 Title  
 11/3/15  
 Date  
 Tom Biesiadny  
 Print name of person signing

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



## **FY 2015-16 PROJECT DESCRIPTION FORM (5B)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** Fairfax County Parkway Improvements 5B

**Project Type (check one):**

Roadway ( X ) Transit ( )

**VA State Route Number (if applicable) and NVT Authority Corridor Number (1-8):** Corridor 5 - VA Route 286

1. **Project Description:** A Study of short and long-term corridor improvements, Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI), and/or Preliminary Engineering. Participation with the Virginia Department of Transportation (VDOT) needed. The limits of study/design include:

- Widening (Lee Chapel to Rolling Rd) - 4 to 6 Lanes, in TransAction 2040;
- Widen (VA 123 to Lee Chapel) - 4 to 6 Lanes; in TransAction 2040;
- Widen (US 29 to VA 123) - 4 to 6 Lanes; in CLRP;
- Widen (Dulles Toll Road to West Ox Road) - 4 to 6 Lanes; in CLRP, and
- Widen (West Ox Rd to Rugby Rd) - 4 to 6 Lanes; in CLRP

The study is expected to identify approaches to provide improved multimodal facility by developing:

- Multimodal vision (suitable for Comprehensive Plan Amendment consideration)
- Short-term phased and prioritized improvements
- Long-term phased and prioritized improvements
- Conceptual drawings of recommended improvements
- Assessment of right-of-way impacts (if any)
- Capital and operational cost estimates

2. **Requested NVT Authority Funds:** \$10,000,000 for study, EA/FONSI, and Preliminary Engineering (PE).
3. **Phase(s) of Project Covered by Requested NVT Authority Funds:** Study, EA/FONSI, and PE
4. **Total Cost to Complete Project:** \$396,100,000
5. **Project Milestone -Study Phase:** Start of Study - May 2014
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE -TBD
7. **Project Milestones -Final Design:** Start of Final Design – TBD



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

8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**  
Yes ( X ) - segments      No (   )
12. **Project in 2010 CLRP:** Yes, segments; CLRP ID #2106
13. **Project Leverages other Funding:** (please state amount)
  - Local ( X )
  - State ( X )
  - Federal (   )
  - Other:

NVTA funds will supplement over \$2M in local and state funding currently allocated to the project to advance study, EA/FONSI, and Preliminary Engineering.



## Stated Benefits

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

The study will identify deficiencies such as the need for additional lanes, possible HOV lanes, possible interchanges to replace failing signalized intersections, and possible increased turning lanes as needed. Short and long term projects will improve safety and reduce congestion on a heavily traveled regional corridor, which provides short and long distance travel within Fairfax County and also provides connections to other major routes including I-66, I-95, the Dulles Toll Road, and Route 7. The project will also improve multi-modal travel by adding or improving pedestrian/bicycle facilities.

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

Current ADT ranges from 40,000 to 73,000, for a level of service of approx. D to F. There are traffic signals along the facility, so some segments operate at failing LOS during peak periods.

The study and subsequent environmental assessment and Preliminary Engineering will:

- Assess current traffic operations and person trip mobility
- Identify possible short-term, low-cost mitigation measures to address current problem locations
- Identify deficiencies and develop a range of cost-effective potential long-term solutions including those that provide significant congestion relief, such as:
  - Transportation system management, including an assessment of: managed lanes (including HOV lanes and analysis of HOV lanes as either inside or outside lanes of the Parkway); advanced traffic management; and congestion pricing/tolling, including HOT lanes
  - Interchanges where justified
  - Enhanced public transportation measures (express bus, BRT or other recommendations identified from Fairfax County's Countywide Transit Network Study)
  - A combination of measures.

The study and subsequent project(s) will identify and implement intersection, interchange, capacity, and safety improvements. Additional lanes or improved intersections will also improve transit operations in the corridor as well. Constructing missing links in the pedestrian/bicycle network will help to reduce motorized vehicle congestion as well.

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

N/A

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

By adding capacity and reducing congestion, the project reduces the occurrence of vehicular conflicts. By improving intersections, eliminating signals, and providing interchanges, vehicle conflicts are reduced. Missing links and improvements to existing shared-use paths are included in the project scope, which will help improve pedestrian safety.

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

This project is included in the Fairfax County Comprehensive Transportation Plan:

<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/>



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



## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Route 286 Widening (Route 123 to approximately 2,000 feet north of Route 29) project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

A Copy – Teste:



Catherine A. Chianese  
Clerk to the 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:** November 6, 2015

**SUBJECT:** Regional Funding Project 059-50541 (Rolling Road Widening from Old Keene Mill Road to Franconia-Springfield Parkway)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-50541.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-50541 (Rolling Road Widening from Old Keene Mill Road to Franconia-Springfield Parkway), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 059-50541

**Coordination:** Council of Counsels

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

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**(Recipient Entity)**

Project Name: Rolling Road Widening (Old Keene Mill Road to Franconia Springfield Parkway)

NVTA Project Number: ~~SC~~ 059-50541

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

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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



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

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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

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

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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by           Fairfax County           for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
  
3. Route to NVTA's assigned Program Coordinator all           Fairfax County          's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from           Fairfax County          . If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify           Fairfax County           in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of           Fairfax County           that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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



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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

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

G. Notices

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

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

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

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

Date: 11/3/15

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: Rolling Road Widening Project

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Smitha Chellappa: 703-877-5761

NVTA Program Coordinator Contact information: Keith Jasper: 703-6424655

**Project Scope**

The Project Description Form states the original funding request was \$10M but the project was approved for \$5M

**Project Milestones:**

Preliminary Engineering: Estimated completion date, May FY 2016 – 3 quarterly payments in the amount of \$625,000 from November FY 2016 to May FY 2016

Right of Way Acquisition: Estimated completion date, August FY 2018 – 5 quarterly payments in the amount of \$625,000 from July FY 2017 to August FY 2018

**Detailed Scope of Services**

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

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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Rolling Road - Old Keene Mill Rd to Franconia Springfield Pkwy - 2 to 4 Lanes  
 Recipient Entity: Fairfax County  
 Project Contact Information: Smytha Chellappa - 877-5761

**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	\$ 5,902,043	\$ 1,875,000	\$ -	Revenue Sharing/RSTP/CMAQ/Local	\$ 4,027,043	\$ -
Right-of-Way Acquisition	\$ 9,711,500	\$ 3,125,000		Revenue Sharing/RSTP/CMAQ/Local	\$ 6,586,500	
Construction	\$ 19,585,746			Revenue Sharing/RSTP/CMAQ/Local	\$ 19,585,746	
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
<b>Total Estimated Cost</b>	<b>\$ 35,199,289</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,199,289</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental			\$ 1,875,000							
Right-of-Way Acquisition					\$ 2,500,000		\$ 625,000			
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,875,000</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ 625,000</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 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August					\$ 625,000.00		\$ 625,000.00			
September										
October										
November			\$ 625,000.00		\$ 625,000.00					
December										
January										
February			\$ 625,000.00		\$ 625,000.00					
March										
April										
May			\$ 625,000.00		\$ 625,000.00					
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,875,000.00</b>	<b>\$ -</b>	<b>\$ 2,500,000.00</b>	<b>\$ -</b>	<b>\$ 625,000.00</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**

**Northern Virginia Transportation Authority**

Signature \_\_\_\_\_  
 FCDOT Director  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Tom Biesiadny  
 Print name of person signing

Signature \_\_\_\_\_  
 NVTA Executive Director  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Print name of person signing



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

## **FY 2015-16 PROJECT DESCRIPTION FORM (5C)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** Rolling Road Widening (Old Keene Mill Road to Franconia Springfield Parkway) 5C

**Project Type (check one):**

Roadway (X) Transit ( )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):** VA 638 (Rolling Road) and VA 286 (Fairfax County Parkway, Corridor 5)

1. **Project Description:** Widen Rolling Road from 2 to 4 lanes from Old Keene Mill Road (VA 644) to Franconia Springfield Pkwy (VA 289) and Fairfax County Parkway (VA 286). Project will add pedestrian and bicycle facilities. The Virginia Department of Transportation (VDOT) has allocated \$7.5 million through FY 2019. This project will be administered by VDOT under project number UPC 5559.
2. **Requested NVTA Funds:** \$10,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Preliminary Engineering/Design, and Right of Way
4. **Total Cost to Complete Project:** \$35,200,000
5. **Project Milestone -Study Phase:** Start of Study - 1998
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - January 2010
7. **Project Milestones -Final Design:** Start of Final Design - FY 2016
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**  
 Yes (X) No ( )





12. Project in 2010 CLRP: CLRP ID #1936

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

- Local ( )
- State (X) \$0.5 million previously allocated
- Federal (X) \$2.0 million previously allocated
- Other: The \$10,000,000 in regional funds requested of NVTA will serve as local cash match to FY 2016 state Revenue Sharing funds for which Fairfax County has applied.



## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This project provides additional capacity on a highly congested north-south corridor that provides travel within and between major arterials in Fairfax County, including Franconia Springfield Parkway, Old Keene Mill Road, and Fairfax County Parkway (Corridor 5 - Fairfax County Parkway [VA 286]), as well as employment hubs like EPG and Fort Belvoir. The current Average Daily Traffic Count of 21,000 vehicles puts this facility at a Level of Service (LOS) F which is very congested for secondary roadway conditions.
- **How does the project reduce congestion?**  
The project will provide additional travel lanes, signals and turn lanes for vehicles on the heavily congested corridor. Expansion to 4 lanes would improve the facility from LOS F to LOS B.
- **How does project increase capacity? (Mass Transit Projects only )**
- **How does project improve auto and pedestrian safety?**  
By adding capacity and reducing congestion, adding a raised median and upgrading or adding traffic signals, the project reduces the occurrence of vehicular conflicts and provides safe passage for pedestrians. The shared-use path on the west side and sidewalk along east side of Rolling Road will provide safe routes to local schools.
- **List internet links below to any additional information in support of this project:**  
This project is in conformance with the Fairfax County Comprehensive Transportation Plan: [Fairfax County Comprehensive Plan 2013 Edition \(as amended\\*\) - Fairfax County, Virginia](#)



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



## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Rolling Road Widening project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

ATTEST:



Catherine A. Chianese  
Clerk to the 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:** November 6, 2015

**SUBJECT:** Regional Funding Project 059-80511 (Frontier Drive Extension and Braided Ramps)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-80511.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-80511 (Frontier Drive Extension and Braided Ramps), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 059-80511

**Coordination:** Council of Counsels

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

---

**(Recipient Entity)**

Project Name: Frontier Drive Extension & Interchange Improvements

NVTA Project Number: SR 059-80511

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

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

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



advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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

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

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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by           Fairfax County           for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
  
3. Route to NVTA's assigned Program Coordinator all           Fairfax County          's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from           Fairfax County          . If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify           Fairfax County           in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of           Fairfax County           that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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



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

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

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

1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

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

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

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

Date: 11/3/15

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: Frontier Drive Extension & Braided Ramps 8R

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Sung Shin, (703) 877-5753,  
sung.shin@fairfaxcounty.gov

NVTA Program Coordinator Contact information:

**Project Scope**

This project will provide a 1.27 mile extension of Frontier Drive from its current terminus at the Franconia-Springfield Transportation Center to Loisdale Road, through the Springfield Industrial Park, generally along the existing Springfield Center Drive alignment. The project includes intersection and circulatory roadway improvements, interchange modification at the Franconia-Springfield Parkway and bicycle/pedestrian improvements.

The original funding request was \$9 million, but the project was approved for \$2 million.

**Detailed Scope of Services**

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

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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Frontier Drive Extension & Braided Ramps 8R  
 Recipient Entity: Fairfax County  
 Project Contact Information: Sung Shin, (703) 877-5753, sung.shin@fairfaxcounty.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	\$ 10,000,000	\$ 2,000,000	\$ -	NVTA/70% (\$5M in FY17 request)	\$ 5,000,000	\$ 3,000,000
Right-of-Way Acquisition	\$ 25,000,000	\$ -	\$ -	NVTA/70% (Potential FY17/FY18 request)	\$ 25,000,000	\$ -
Construction/Contract Administration/ Testing Services/Inspection Services	\$ 49,500,000	\$ -	\$ -	NVTA/70%	\$ 49,500,000	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total Estimated Cost</b>	<b>\$ 84,500,000</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>		<b>\$ 79,500,000</b>	<b>\$ 3,000,000</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/ Environmental Work			\$ 750,000		\$ 1,000,000		\$ 250,000			
Right-of-Way Acquisition										
Construction/Contract Administration/ Testing Services/Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

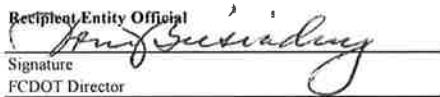
Please Note: If additional years are needed, please submit a separate form with additional columns

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 250,000		\$ 250,000			
October										
November										
December			\$ 250,000		\$ 250,000					
January										
February										
March			\$ 250,000		\$ 250,000					
April										
May										
June			\$ 250,000		\$ 250,000					
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 250,000</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  
 FCDOT Director  
 Title  
 11/3/15  
 Date  
 Tom Biesiadny  
 Print name of person signing

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



## **FY 2015-16 PROJECT DESCRIPTION FORM (8R)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** Frontier Drive Extension & Braided Ramps 8R

**Project Type (check one):**

Roadway (X) Transit ( )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):** VA 286 – TA 2040 Corridor 8

1. **Project Description:** Partial funding for study, preliminary engineering, performing Interchange Modification Report (IMR) level analysis, and environmental analysis. Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and interchange improvements (braided ramps) to and from the Parkway. Provide on-street parking along Frontier Drive where feasible, as well as pedestrian and bicycle facilities. Supports possible future relocation of the FBI to Springfield and provides access between Loisdale Road, Northern Virginia Community College, the Inova Medical Campus, the Franconia-Springfield Metrorail station, and the Springfield Town Center.
2. **Requested NVTA Funds:** \$9,000,000 which will allow completion of the preliminary design phase including environmental analysis and an IMR.
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Preliminary design phase including developing design plans and performing environmental analysis and an IMR level analysis
4. **Total Cost to Complete Project:** \$84,500,000
5. **Project Milestone -Study Phase:** Start of Study - Fall 2010
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - Spring 2015
7. **Project Milestones -Final Design:** Start of Final Design - TBD
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A



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

**11. Is Project in Transaction 2040:**

Yes (  )                      No (  )

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

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

- Local (  )
- State (  )
- Federal (  )
- Other: Developer proffers



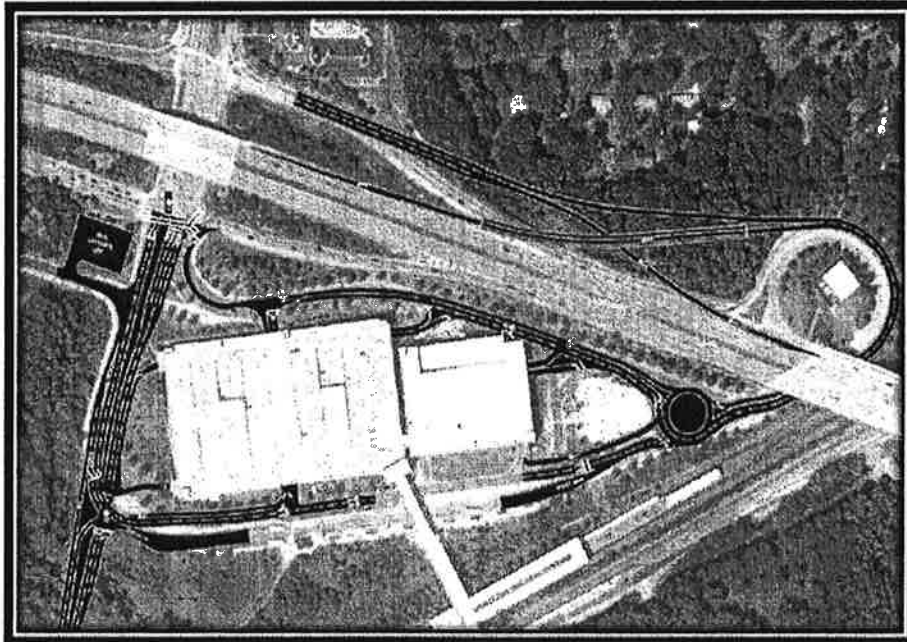
## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This project is expected to reduce congestion on I-95 between the Fairfax County Parkway and Old Keene Mill Road/Franconia Road, and in the area around the Springfield Town Center. It also enhances connectivity and access to and from the Franconia-Springfield Metrorail Station, Springfield Town Center, and the Springfield Industrial Park. The project will also create a more walkable, bicycle/pedestrian-friendly environment. If the site is selected, it will support the relocation of the FBI headquarters to Springfield.
- **How does the project reduce congestion?**  
The Frontier Drive extension is anticipated to reduce congestion by providing alternative route choice options to/from I-95, Fairfax County Parkway, Loisdale Road, and the Franconia-Springfield Parkway. It will shorten trip lengths and reduce trips on numerous streets in the Springfield Town Center area. This project will especially improve traffic operations in the Springfield area east of I-95 and also along adjacent roadways and intersections. It will also enhance connectivity and access to and from the Franconia-Springfield Metrorail Station.
- **How does project increase capacity? (Mass Transit Projects only) N/A**
- **How does project improve auto and pedestrian safety?**  
The project will reduce congestion around the Springfield Town Center, enhance roadway connectivity and access to and from Franconia-Springfield Metrorail Station, and also enhance bicycle/pedestrian connectivity and access to Franconia-Springfield Metrorail Station. All of these measures will serve to improve safety by reducing vehicle/pedestrian conflicts.
- **List internet links below to any additional information in support of this project:**  
Fairfax County Comprehensive Plan:  
<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/area4/franconiaspring.pdf>  
Springfield Connectivity Study: <http://www.fairfaxcounty.gov/dpz/springfield/>





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



## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Frontier Drive Extension project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

ATTEST:

  
Catherine A. Chianese  
Clerk to the 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:** November 6, 2015

**SUBJECT:** Regional Funding Project 059-80551 (US 1 Richmond Highway from Mt. Vernon Memorial Highway to Napper Road)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-80551.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-80551 (US 1 Richmond Highway from Mt. Vernon Memorial Highway to Napper Road), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Fairfax County is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 059-80551

**Coordination:** Council of Counsels

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

---

**(Recipient Entity)****

Project Name: US 1 (Richmond Highway) Widening (Mount Vernon Highway to Napper Road)

NVTA Project Number: ~~88~~ 059-80551

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

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Fairfax County shall:

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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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

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

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



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

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

B. NVTA's Obligations

NVTA shall:

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

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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by Fairfax County for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
  
3. Route to NVTA's assigned Program Coordinator all Fairfax County's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Fairfax County. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify Fairfax County in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of Fairfax County that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

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

1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

2) to Fairfax County, to the attention of Tom Blesiadny  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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



O. Governing Law

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


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

Northern Virginia Transportation Authority

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

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

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

By: 

Date: 11/3/15

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

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

NVTA Project Title: Richmond Highway Widening – 8S

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Jane Rosenbaum, (703)877-5756,  
jane.rosenbaum@fairfaxcounty.gov

NVTA Program Coordinator Contact information: Keith Jasper

#### **Project Scope**

Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. Richmond Highway is an Urban Principal Arterial with an AADT of 35,000. This project will provide a 6 lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project will tie into the section of Richmond Highway north of Napper Road which is also a 6 lane facility, resulting in a 6 lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. This project includes both pedestrian and bicycle facilities and provision for future transit. According to the Project Description Form, the original funding request was \$13.5M, but the project was approved for \$1M.

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

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



## **FY 2015-16 PROJECT DESCRIPTION FORM (8S)**

### **Basic Project Information**

**Submitting Agency:** Fairfax County

**Project Title:** US 1 (Richmond Highway) Widening (Mount Vernon Memorial Highway to Napper Road) 8S

**Project Type (check one):**

Roadway (X)    Transit ( )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):** US 1 (Richmond Highway), I-95/I-495/I-395/US1 / Corridor 8

1. **Project Description:** Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. Richmond Highway is an Urban Principal Arterial with an AADT of 35,000. This project will provide a 6 lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project will tie into the section of Richmond Highway north of Napper Road which is also a 6 lane facility, resulting in a 6 lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. This project includes both pedestrian and bicycle facilities and provision for future transit.
2. **Requested NVTA Funds:** \$13,500,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Preliminary engineering and environmental analysis
4. **Total Cost to Complete Project:** \$90,000,000
5. **Project Milestone -Study Phase:** Start of Study - FY 2016
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - FY 2016
7. **Project Milestones -Final Design:** Start of Final Design - To be Determined (TBD)
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - TBD
9. **Project Milestone – Construction:** Start of Construction - TBD
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - TBD



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

**11. Is Project in Transaction 2040:**

Yes (X)      No ( )

**12. Project in 2010 CLRP: CLRP ID # 1942**

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

- Local ( )
- State ( )
- Federal ( X ) The project currently has \$9,000,000 in federal funds allocated
- Other:



## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
Widening this section of US 1 will eliminate a choke point between Jeff Todd Way and the intersection of Mt. Vernon Memorial Highway (north). With the completion of the construction project on US 1 through Ft. Belvoir, the sections of US 1 which are adjacent to this 4 lane section will have 6 lanes. This project facilitates the economic development of the US 1 corridor and provides a consistent 6 lane facility between Ft. Belvoir and I-95/I-495 in Alexandria. This project will include facilities for pedestrians and bicyclist and provision for transit. This project will facilitate the movement of employees and goods into and out of Ft. Belvoir and the recently-completed hospital at Ft. Belvoir.
- **How does the project reduce congestion?**  
This project will reduce congestion by providing a consistent 6 lane facility for the length of US 1 between Telegraph Road and I-95/I-495 in Alexandria; currently this section of US 1 is 4 lanes wide. The project will also provide capacity improvements at existing intersections, signalization and turn lanes at critical intersections as well as including bicycle and pedestrian facilities and improvements in the corridor.
- **How does project increase capacity? (Mass Transit Projects only) – N/A**
- **How does project improve auto and pedestrian safety?**  
This project will widen this section of US 1 bringing the lane widths to standards. The project will include a raised median which will provide for a positive barrier between opposing directions of traffic. The project will also consolidate driveway entrances limiting the number of conflict points along the corridor and provide both pedestrian and bicycle facilities.
- **List internet links below to any additional information in support of this project:**

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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

VTA Project Title: Richmond Highway Widening 8S  
 Recipient Entity: Fairfax County  
 Project Contact Information: Jane Rosenbaum (703) 877-5756

**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	\$ 6,000,000	\$ 1,000,000	\$ -	RSTP	\$ 5,000,000	\$ -
Right-of-Way Acquisition	\$ 24,000,000	\$ -	\$ -	-RSTP, -NVTA/70% (\$5M in FY17 request) and/or HB2, Revenue Sharing	\$ 24,000,000	\$ -
Construction/Contract Administration/Testing and Inspection Services	\$ 60,000,000	\$ -	\$ -	NVTA/70% and/or HB2.	\$ 60,000,000	\$ -
Capital Asset Acquisitions	\$ -	\$ -	\$ -		\$ -	\$ -
Other	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total Estimated Cost</b>	<b>\$ 90,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>		<b>\$ 89,000,000</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work/Engineering/Environmental Work	\$ -		\$ 750,000		\$ 250,000					
Right-of-Way Acquisition										
Construction/Contract Administration/Testing and Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

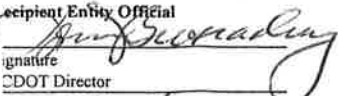
lease Note: If additional years are needed, please submit a separate form with additional columns

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August					\$ 250,000					
September										
October			\$ 250,000							
November										
December										
January			\$ 250,000							
February										
March										
April			\$ 250,000							
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

lease 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  
 DOT Director  
 Date 9/29/15  
 Print name of person signing  
 Tom Biesiadny

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

## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION


At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Richmond Highway Widening project to be administered by VDOT.

Adopted this 22<sup>nd</sup> day of September 2015, Fairfax, Virginia

ATTEST:



Catherine A. Chianese  
Clerk to the 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:** November 9, 2015

**SUBJECT:** Regional Funding Project 510-70631 (Duke Street Transit Signal Priority)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 510-70631.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 510-70631 (Duke Street Transit Signal Priority), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by City of Alexandria is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.
  - d. This is a continuation project in which 2014 funds are being used for signal upgrades on Duke Street and Route 1 and installation on Route 1 (under approved SPA # 510-14-020-1-08 for \$660,000), while the 2015-16 funds under this SPA (# 510-70631) would be used for installment of additional Transit Signal Priority (TSP) equipment on Duke Street and onboard equipment on DASH buses on the Duke Street corridor.

**Attachment:** SPA for NVTA Project Number 510-70631

**Coordination:** Council of Counsels



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

---

**(Recipient Entity)**

Project Name: Duke Street TSP

NVTA Project Number: 510 - 70631

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 City of Alexandria ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, City of Alexandria 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 City of Alexandria's application for funding and has approved City of Alexandria's administration and performance of the Project's described scope of work;

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

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

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

City of Alexandria shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to City of Alexandria to advance the Project to the next phase until the current phase is completed. In any circumstance where City of Alexandria seeks to advance a Project to the next phase using NVTA funds, City of Alexandria 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 City of Alexandria 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, City of Alexandria further recognizes that NVTA's reimbursement to City of Alexandria 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. City of Alexandria 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, City of Alexandria 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 City of Alexandria.
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. City of Alexandria 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. City of Alexandria 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 City of Alexandria'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 City of Alexandria be required to provide matching funds in order to proceed or complete the funding necessary for the Project, City of Alexandria shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by City of Alexandria'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 City of Alexandria 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 City of Alexandria; 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 City of Alexandria misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTA Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all City of Alexandria’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 City of Alexandria 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 City of Alexandria 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 City of Alexandria 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, City of Alexandria 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 City of Alexandria.

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

B. NVTA's Obligations

NVTA shall:

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



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

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

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

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

1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

2) to City of Alexandria, to the attention of Mark Jinks  
301 King Street, Room 3500  
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

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

By:  \_\_\_\_\_  
Mark B. Jinks, City Manager

Date: 11-4-15

  
**APPROVED AS TO FORM:**  
\_\_\_\_\_  
**DEPUTY CITY ATTORNEY**

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: Duke Street TSP

Recipient Entity: City of Alexandria

Recipient Entity/Project Manager Contact Information: Ravindra Raut (703) 746-4152

NVTA Program Coordinator Contact information:

**Project Scope**

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

This project will fund the acquisition and installation of transit signal priority (TSP) along Duke Street in Alexandria. The design of the TSP installations will be done with FY2014 NVTA funds.

**Project Milestones**

Begin Installation of Hardware and Software on Duke Street – November, 2016

Complete Installation of Hardware and Software on Duke Street- October, 2017

**Detailed Scope of Services**

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



## FY 2015-16 PROJECT DESCRIPTION FORM (7C)

### Basic Project Information

Submitting Agency: City of Alexandria

Project Title: Duke Street Transit Signal Priority

Project Type (*check one*):

Roadway ( ) Transit (X)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Route 236 (7C)

1. **Project Description:** This project will design, install and implement a transit vehicle signal priority system on Route 236, Duke Street, in Alexandria. Onboard equipment will be installed on the buses in the Alexandria Transit DASH fleet that operate on the Duke Street corridor. In addition traffic signal field equipment will be installed and replaced along the route. The project is within NVTA Corridor 7.
2. **Requested NVTA Funds:** \$190,000 in FY15-FY16 NVTA 70% funds is being requested.
3. **Phase(s) of Project Covered by Requested NVTA Funds:** This covers the project design and implementation.
4. **Total Cost to Complete Project:** \$250,000
5. **Project Milestone -Study Phase:** N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE October 2015
7. **Project Milestones -Final Design:** Start of Final Design January 2016
8. **Project Milestones -Right-of-Way:** No Right-of-way is required for this project
9. **Project Milestone – Construction:** Start of Construction - August 2016
10. **Project Milestone – Mass Transit Vehicle Acquisition:** N/A
11. **Is Project in Transaction 2040:**  
Yes (X) No ( )





12. Project in 2010 CLRP: N/A

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

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

### Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This project benefits the region by providing reliable transit service along the Duke Street Corridor. This corridor is a major commuting corridor that is not served by any other forms of mass transit except for bus service. Overall, this project will improve the efficiency of traffic flow in the Duke Street corridor.
- **How does the project reduce congestion?**  
This project reduces congestion by encouraging roadway users to use transit service rather than single occupant vehicles by improving the reliability of transit service.
- **How does project increase capacity? (Mass Transit Projects only )**  
This project increases the throughput of buses along the Duke Street, which could lead to operating additional buses in a more efficient and effective manner along the corridor.
- **How does project improve auto and pedestrian safety?**  
This project will improve the efficiency of traffic flow in the Duke Street corridor.
- **List internet links below to any additional information in support of this project:**  
None at this time

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Duke Street Transit Vehicle Priority  
 Recipient Entity: City of Alexandria  
 Project Contact Information: Ravindra Raut

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	\$ 60,000.00			NVTA FY14	\$ 60,000.00	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions	\$ 190,000.00	\$ 190,000.00				
Other						
<b>Total Estimated Cost</b>	<b>\$ 250,000.00</b>	<b>\$ 190,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,000.00</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							126,000.00		64,000.00	
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,000.00</b>	<b>\$ -</b>	<b>\$ 64,000.00</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									\$ 16,000.00	
August									\$ 16,000.00	
September									\$ 16,000.00	
October									\$ 16,000.00	
November							\$ 16,000.00			
December							\$ 16,000.00			
January							\$ 16,000.00			
February							\$ 16,000.00			
March							\$ 16,000.00			
April							\$ 16,000.00			
May							\$ 16,000.00			
June							\$ 14,000.00			
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,000.00</b>	<b>\$ -</b>	<b>\$ 64,000.00</b>	<b>\$ -</b>

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

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

Recipient Entity Official  
 Signature:   
 Title: 11-4-15  
 Date: \_\_\_\_\_

Mark B. Jinks, City Manager  
Print name of person signing

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

**APPROVED AS TO FORM:**  
  
**DEPUTY CITY ATTORNEY**

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

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

**RESOLUTION NO. 2644**

**AUTHORIZE THE DESIGNATION OF THE CITY MANAGER TO EXECUTE THE AGREEMENTS BETWEEN THE CITY OF ALEXANDRIA AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

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

WHEREAS, 70% of HB2313 revenues will be provided in the Northern Virginia Transportation Authority (NVTA) for mass transit capital projects that increase capacity, and for regional highway projects included in TransAction 2040 that have been evaluated by the Virginia Department of Transportation (VDOT) for congestion relief, and

WHEREAS, the NVTA will continually approve a list of projects to be funded with HB2313 funds; and

WHEREAS, the NVTA approved a standard project agreement for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with the Authority to receive the HB2313 70% funds on a reimbursement basis; and

WHEREAS, the City will need to budget and appropriate funds for these projects to do environmental work, design, construction, and acquire equipment; and

WHEREAS, the City will be reimbursed for these costs through the provisions outlined in the NVTA standard funding agreement;

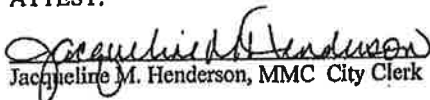
NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Alexandria does hereby authorize the execution of Standard Project Agreements between the City of Alexandria and the Northern Virginia Transportation Authority for local administration of grants for future NVTA projects to be reimbursed with 70% HB2313 revenues; and

FURTHER BE IT RESOLVED that the City Manager be designated to execute these agreements contingent upon the projects and project amounts having been previously authorized by City Council through the annual City budget and Capital Improvement Program approval process.

Adopted: October 14, 2014

  
WILLIAM D. EULLE MAYOR

ATTEST:

  
Jacqueline M. Henderson, MMC City Clerk

## Transit Corridor "B" – Duke Street

Document Subsection: High Capacity Transit Corridors  
 Managing Department: Transportation & Environmental Services  
 Supporting Department(s): N/A  
 ORG: TBD

Project Location: Duke St. between City Limits and King St. Metro  
 Reporting Area: Eisenhower Avenue  
 Project Category: 3 – New Facilities  
 Estimated Useful Life: 30 years

Transit Corridor "B" - Duke Street													
	A (B+M)	B	C	D	E	F	G	H	I	J	K	L	M (C:L)
	Total Budget & Financing	Through FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total FY 2015-2024
Expenditure Budget	19,560,000	0	250,000	0	0	0	0	210,000	0	2,100,000	2,000,000	15,000,000	19,560,000
Financing Plan													
NVTA 70%	19,560,000	0	250,000	0	0	0	0	210,000	0	2,100,000	2,000,000	15,000,000	19,560,000
Total Financing Plan	19,560,000	0	250,000	0	0	0	0	210,000	0	2,100,000	2,000,000	15,000,000	19,560,000
Add. Operating Impact													
Annual Impact			0	0	0	0	0	0	0	0	0	0	0
Cumulative Impact			0	0	0	0	0	0	0	0	0	0	0

Changes from Prior Year CIP: For the FY 2015 - 2024 CIP, this project now includes the Duke Street Complete Streets project which previously was a separate project. The total budget including the Complete Streets project in last year's CIP was \$4.81 million, not starting until the later years of the CIP. It was funded exclusively through TIP and CMAQ/RSIP funding. Due to the regional nature of this project, NVTA 70% funding is now being used to support the project.

### Project Description & Justification

This project provides initial planning, design and engineering funding for a construction of a 4-mile segment of the high-capacity transitway in dedicated lanes along the Duke Street and Eisenhower Avenue corridor between the western City limit and Old Town.

On Sept 17, 2011, Council adopted the High Capacity Transit Corridor Work Group recommendation for a two-phased implementation of the transitway. The first phase would create dedicated transit lanes in existing six-lane sections of Duke Street between Landmark Mall and Jordan Street. Between Roth Street and Diagonal Road between Jordan Street and Roth Street, transit would operate in mixed flow.

Phase Two would widen Duke Street to provide a reversible lane between Jordan Street and Roth Street. The reversible lane would be configured to allow Duke Street to accommodate a dedicated transit lane in the peak hour direction of traffic flow during the morning and evening peak periods along Duke Street.

Based on a refined concept design for the project, the current cost estimate is \$100.0 million which includes design, right-of-way acquisition, utility relocation, construction, and rolling stock. Grant funding is applied to this project in FY 2019 to begin preliminary design and feasibility work. NVTA 70% is funding is budgeted in FY 2022 - 2024 to continue further design and engineering work. Significant private (development) capital contributions and Federal funds will likely be required to move this project to the construction phase in future years.

Once completed, this project will support development Approved in the Eisenhower East and Landmark Van/Dorn Small Area Plans, while increasing transit options for locally oriented and through trips emphasizing interjurisdictional coordination.

### City's Strategic Plan & City Manager's Performance Plan

**Primary Strategic Plan Goal: Goal 3 – Transportation**

**Focus Area: Livable, Green, and Prospering City**

- Increase the value of the real estate tax base
- Ensure Alexandria supports, retains, and attracts businesses
- Promote neighborhoods that are amenity-rich
- Increase transportation system mobility, connectivity, and accessibility that supports the City's economy
- Promote an attractive urban environment that reflects our history and well-functioning infrastructure
- Improve the City's air quality

**Focus Area: Accountable, Effective, & Well-Managed Government**

- Ensure the government is accountable to the community
- Achieve results the community values

### External or Internal Adopted Plan or Recommendation

- Transportation Master Plan approved by City Council, April 2008
- High Capacity Transitway Corridor Work Group recommendations approved by City Council, May 2012

### Additional Operating Budget Impact

Unknown at this time. Additional operating impacts are not expected in the current 10-year Capital Improvement Program.



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 9, 2015

**SUBJECT:** Regional Funding Project 510-80571 (Potomac Yard Metrorail Station)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 510-80571.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 510-80571 (Potomac Yard Metrorail Station), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by City of Alexandria is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.
  - d. This is a continuation project in which 2014 funds are being used for initial planning and environmental work (under approved SPA # 510-14-022-1-08 for \$2,000,000), while the 2015-16 funds under this SPA (# 510-80571) would be used for additional planning and engineering works and the development of a design-build package.

**Attachment:** SPA for NVTA Project Number 510-80571

**Coordination:** Council of Counsels

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

Project Name: Potomac Yard Metro

NVTA Project Number: 510-80571

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 \_\_\_\_\_ City of Alexandria \_\_\_\_\_ ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, City of Alexandria 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 City of Alexandria's application for funding and has approved City of Alexandria's administration and performance of the Project's described scope of work;

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

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

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

City of Alexandria shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to City of Alexandria to advance the Project to the next phase until the current phase is completed. In any circumstance where City of Alexandria seeks to advance a Project to the next phase using NVTA funds, City of Alexandria 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 City of Alexandria 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, City of Alexandria further recognizes that NVTA's reimbursement to City of Alexandria 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. City of Alexandria 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, City of Alexandria 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 City of Alexandria.
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. City of Alexandria 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. City of Alexandria 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 City of Alexandria'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 City of Alexandria be required to provide matching funds in order to proceed or complete the funding necessary for the Project, City of Alexandria shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by City of Alexandria'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 City of Alexandria 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 City of Alexandria; 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 City of Alexandria misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all City of Alexandria'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 City of Alexandria 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 City of Alexandria 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 City of Alexandria 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, City of Alexandria 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 City of Alexandria.

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

B. NVTA's Obligations

NVTA shall:

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

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



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

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to City of Alexandria, to the attention of Mark Jinks  
301 King Street, Room 3500  
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

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

By:   
Mark B. Jinks, City Manager

Date: 11-4-15

  
**APPROVED AS TO FORM:**  
\_\_\_\_\_  
**DEPUTY CITY ATTORNEY**

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: Potomac Yard Metro

Recipient Entity: City of Alexandria

Recipient Entity/Project Manager Contact Information: Lee Farmer ([Lee.Farmer@alexandriava.gov](mailto:Lee.Farmer@alexandriava.gov))  
(703) 746-4146

NVTA Program Coordinator Contact information: Keith Jasper

**Project Scope**

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

The following is the latest assumed timeline for this project:

Begin Developing Bid Package- 08/2015

Award Design Build Contract 01/2017

ROW Acquired 01/2017

Begin Construction 06/2017

Complete Construction 09/2019

The City placed the FY2014 and FY2015 NVTA funds under FY2015  
\$2,000,000 (FY2014 NVTA) + \$500,000 (FY2015 NVTA)=\$2,500,000 (FY2015 City CIP)

**Detailed Scope of Services**

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



## FY 2015-16 PROJECT DESCRIPTION FORM (8T)

### Basic Project Information

Submitting Agency: City of Alexandria

Project Title: Potomac Yard Metrorail Station (8T)

Project Type (*check one*):

Roadway ( ) Transit (X)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Corridor 8

1. **Project Description:** The project provides for planning, design, and construction of a new Metrorail station and ancillary facilities located at Potomac Yard within the City of Alexandria along the existing Metrorail Blue and Yellow lines between the Ronald Reagan Washington National Airport Station and the Braddock Road Station. The project would serve existing neighborhoods and retail centers as well as high-density, transit-oriented development planned by the City of Alexandria. The project would provide access to the regional Metrorail system for the U.S. Route 1 corridor of north Alexandria, which is currently without direct access to the system. Project is along NVTA Corridor #8.
2. **Requested NVTA Funds:** \$1.5 million for FY 15 and FY 16 program for additional studies, planning, and development of the design-build package
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Planning, PE, Design
4. **Total Cost to Complete Project:** \$287,484,000
5. **Project Milestone -Study Phase:** Start of Study EIS – February 2011
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - January 2016
7. **Project Milestones -Final Design:** Start of Final Design – January 2017
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed – January 2017
9. **Project Milestone – Construction:** Start of Construction – August 2017
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction – N/A
11. **Is Project in Transaction 2040:**  
Yes ( ) No (X )



12. Project in 2010 CLRP: Yes, CLRP ID # 3013

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

- Local (X) \$215 million
- State ( )
- Federal (X) \$1 million
- Other:

## Stated Benefits

- **What Regional benefit(s) does this project offer?**  
This facility will provide access to the entire region to the existing and planned mixed-use activity center at Potomac Yard. The new station will allow for increased development at Potomac Yard, mitigating development of open space and increasing traffic congestion throughout the region.
- **How does the project reduce congestion?**  
Models suggest that 5,000 to 6,000 daily trips will be shifted from automobiles to transit if this station is built.
- **How does project increase capacity? (Mass Transit Projects only )**  
The station provides access to the regional Metrorail system for residents and employees in the Potomac Yard area. This increases capacity of the entire system by distributing trips among modes. Models suggest between 10,000 and 11,300 daily boardings at the Metrorail station.
- **How does project improve auto and pedestrian safety?**  
The facility will enable pedestrians to go to Potomac Yard destinations by not using a private automobile, decreasing congestion, and increasing safety for all.
- **List internet links below to any additional information in support of this project:**  
The information is based upon model runs which have been done thus far to analyze the benefits of this investment.

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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Potomac Yard Metro EIS  
 Recipient Entity: City of Alexandria  
 Project Contact Information: Lee Farmer (703) 746-4146

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$1,275,000	\$275,000		NVTA FY14	\$ 1,000,000	\$ -
Engineering						
Environmental Work	\$5,200,000			WMATA Credits	\$1,139,325	
				Flexed Urban Funds	\$1,000,000	
				NVTA FY14	\$1,000,000	
				Special Tax District Reven	\$2,060,675	
Right-of-Way Acquisition						
Construction	\$274,132,200			Special Tax District Reven	\$2,912,525	
				Bonds	\$153,719,675	
				NVTA FY17	\$66,000,000	
				VTIB Loan	\$50,000,000	
				Developer Contributions	\$1,500,000	
Contract Administration	\$6,476,800	\$1,225,000		Special Taxes	\$5,251,800	
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other	\$400,000			Bonds	\$400,000	
<b>Total Estimated Cost</b>	<b>\$287,484,000</b>	<b>\$1,500,000</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</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					\$275,000					
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration					350,000.00		875,000.00			
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0</b>	<b>\$ 625,000</b>	<b>\$0</b>	<b>\$ 875,000.00</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**

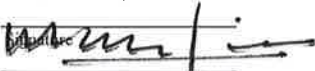
	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July							\$ 125,000.00			
August							\$ 125,000.00			
September							\$ 125,000.00			
October							\$ 125,000.00			
November							\$ 125,000.00			
December							\$ 125,000.00			
January							\$ 125,000.00			
February					\$ 125,000.00					
March					\$ 125,000.00					
April					\$ 125,000.00					
May					\$ 125,000.00					
June					\$ 125,000.00					
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 625,000</b>	<b>\$0</b>	<b>\$ 875,000.00</b>	<b>\$0</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

Northern Virginia 0



Signature

NVTA Executive Director

Title 11-4-15


Title

Date 11-4-15  
 Mark B. Jinks, City Manager

Date

Print name of person signing

Print name of person signing

**APPROVED AS TO FORM:**  
  
**DEPUTY CITY ATTORNEY**



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

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

**RESOLUTION NO. 2644**

**AUTHORIZE THE DESIGNATION OF THE CITY MANAGER TO EXECUTE THE AGREEMENTS BETWEEN THE CITY OF ALEXANDRIA AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

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

**WHEREAS**, 70% of HB2313 revenues will be provided in the Northern Virginia Transportation Authority (NVTA) for mass transit capital projects that increase capacity, and for regional highway projects included in TransAction 2040 that have been evaluated by the Virginia Department of Transportation (VDOT) for congestion relief, and

**WHEREAS**, the NVTA will continually approve a list of projects to be funded with HB2313 funds; and

**WHEREAS**, the NVTA approved a standard project agreement for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with the Authority to receive the HB2313 70% funds on a reimbursement basis; and

**WHEREAS**, the City will need to budget and appropriate funds for these projects to do environmental work, design, construction, and acquire equipment; and

**WHEREAS**, the City will be reimbursed for these costs through the provisions outlined in the NVTA standard funding agreement;

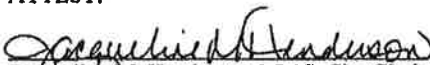
**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Alexandria does hereby authorize the execution of Standard Project Agreements between the City of Alexandria and the Northern Virginia Transportation Authority for local administration of grants for future NVTA projects to be reimbursed with 70% HB2313 revenues; and

**FURTHER BE IT RESOLVED** that the City Manager be designated to execute these agreements contingent upon the projects and project amounts having been previously authorized by City Council through the annual City budget and Capital Improvement Program approval process.

Adopted: October 14, 2014

  
WILLIAM D. EULLE MAYOR

ATTEST:

  
Jacqueline M. Henderson, MMC City Clerk

## Potomac Yard Metrorail Station

Document Subsection: Public Transit Project Location: North of Potomac Greens (exact location TBD)  
 Managing Department: Transportation & Environmental Services Reporting Area: S. Potomac Yard, N. Potomac Yard, Potomac Greens  
 Supporting Department(s): Planning & Zoning, Dept. of Project Implementation Project Category: 3 – New Facilities  
 ORG: 50411784, 50412199 Estimated Useful Life: 40 years

Potomac Yard Metrorail Station													
	A (B+M)	B	C	D	E	F	G	H	I	J	K	L	M (C:L)
	Total Budget & Financing	Through FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total FY 2015-2024
<b>Total Expenditure Budget</b>	285,864,325	6,839,325	5,025,000	4,000,000	270,000,000	0	0	0	0	0	0	0	279,025,000
<b>Financing Plan</b>													
General Obligation Bonds - PY	204,000,000	0	0	0	204,000,000	0	0	0	0	0	0	0	204,000,000
PY Special Tax District/Dev. Contributions	10,225,000	4,700,000	2,525,000	3,000,000	0	0	0	0	0	0	0	0	5,525,000
NVTA 70%	0	0	2,500,000	1,000,000	66,000,000	0	0	0	0	0	0	0	69,500,000
WMATA Credits	1,139,325	1,139,325	0	0	0	0	0	0	0	0	0	0	0
Urban Funds	1,000,000	1,000,000	0	0	0	0	0	0	0	0	0	0	0
<b>Total Financing Plan</b>	285,864,325	6,839,325	5,025,000	4,000,000	270,000,000	0	0	0	0	0	0	0	279,025,000
<b>Add. Operating Impact</b>													
Annual Impact			0	0	0	0	695,000	1,410,850	1,453,176	1,496,771	1,541,674	1,587,924	8,185,395
Cumulative Impact			0	0	0	0	695,000	2,105,850	3,559,026	5,055,797	6,597,471	8,185,395	8,185,395

Changes from Prior Year CIP: Current project cost increases from \$277.1 million to \$285.9 million due to inclusion of additional planning/design/feasibility study funding from NVTA 70% in FY 2015 (\$2.5 million) and FY 2016 (\$1.0 million) and an increase in costs due to inflation from moving construction funding from FY 2016 to FY 2017 based on an updated project timeline. Total borrowing from General Obligation Bonds reduced from \$265.3 million to \$204.0 million due to the inclusion of NVTA 70% funding to support the construction phase of the project.

### Project Description & Justification

This project provides for studies, planning, and construction of a new Metrorail infill station at Potomac Yard. At this time, the station is in the Environmental Impact Statement (EIS) phase. In December 2010, City Council approved the Tier I Special Services Tax District for Land Bay F, G, and H and the multi-family portion of Land Bay I. A new Metrorail station was included as part of the North Potomac Yard Small Area Plan, approved in June 2010. The Potomac Yard Metrorail Station Concept Development Study was completed in February 2010. In 2011 City Council approved a Tier I tax rate of 20-cents to be levied starting in 2011, and approved a Tier II Tax District (Land Bays I and J) with a 10-cent levy to be initiated in the calendar year after the Metrorail Station opens.

The City of Alexandria is the project sponsor of the Environmental Impact Statement (EIS) managed by WMATA. WMATA's process includes technical and environmental analyses as well as public involvement. Project development is subject to the requirements of the National Environmental Policy Act (NEPA) and Section 4(f) of the Department of Transportation Act. City Council will choose among a no-build and three build alternatives in FY 2015, with the Federal Transit Administration Record of Decision due in late 2015.

In addition to a no-build alternative, the EIS is studying three build alternatives: Alternative A has been estimated to cost \$195.0 million; Alternative B has been estimated to cost \$250.0 million; and Alternative D has been estimated to cost \$462.0 million. The planning level cost estimate developed by WMATA for station construction (on the land reserved for a station or an alternate location north of the land reserved for the station) was estimated at \$240.0 million (using the highest cost alternative in 2015 dollars). These station costs and financial projections will be updated in FY 2014 and FY 2015.

*(Continued on next page)*

### City's Strategic Plan & City Manager's Performance Plan

**Primary Strategic Plan Goal: Goal 1 – Economic Development**

**Focus Area: Livable, Green, and Prospering City**

- Increase the value of the real estate tax base
- Ensure Alexandria supports, retains, and attracts businesses
- Promote neighborhoods that are amenity-rich
- Increase transportation system mobility, connectivity, and accessibility that supports the City's economy
- Promote an attractive urban environment that reflects our history and well-functioning infrastructure
- Improve the City's air quality

**Focus Area: Accountable, Effective, & Well-Managed Government**

- Ensure the government is accountable to the community
- Ensure the fiscal strength of the government

**External or Internal Adopted Plan or Recommendation**

- Potomac Yard Coordinated Development District (CDD) approved by City Council, October 1999
- Transportation Master Plan approved by City Council, April 2008
- North Potomac Yard Small Area Plan adopted by City Council, May 2010

**Additional Operating Budget Impact**

A new Metrorail station will increase the City's operating subsidy to WMATA by approximately \$1.4 million per year. FY 2019 includes only one-half year of operating costs.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 6, 2015

**SUBJECT:** Regional Funding Project 510-90561 (West End Transitway)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 510-90561.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 510-90561 (West End Transitway), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by City of Alexandria is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 510-90561

**Coordination:** Council of Counsels

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

---

**(Recipient Entity)****

Project Name: West End Transitway

NVTA Project Number: 510-90561

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 \_\_\_\_\_ City of Alexandria \_\_\_\_\_ ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

WHEREAS, City of Alexandria 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 City of Alexandria's application for funding and has approved City of Alexandria's administration and performance of the Project's described scope of work;

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

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

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

City of Alexandria shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to City of Alexandria to advance the Project to the next phase until the current phase is completed. In any circumstance where City of Alexandria seeks to advance a Project to the next phase using NVTA funds, City of Alexandria 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 City of Alexandria 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, City of Alexandria further recognizes that NVTA's reimbursement to City of Alexandria 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. City of Alexandria 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, City of Alexandria 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 City of Alexandria.
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. City of Alexandria 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. City of Alexandria 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 City of Alexandria'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 City of Alexandria be required to provide matching funds in order to proceed or complete the funding necessary for the Project, City of Alexandria shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by City of Alexandria'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 City of Alexandria 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 City of Alexandria; 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 City of Alexandria misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all City of Alexandria'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 City of Alexandria 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 City of Alexandria 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 City of Alexandria 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, City of Alexandria 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 City of Alexandria.

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

B. NVTA's Obligations

NVTA shall:

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

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

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

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

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

1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

2) to City of Alexandria, to the attention of Mark Jinks  
301 King Street, Room 3500  
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

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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


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

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

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

Mark B. Jinks, City Manager

Date: 11-4-15

  
APPROVED AS TO FORM:  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: West End Transitway

Recipient Entity: City of Alexandria

Recipient Entity/Project Manager Contact Information: Allan Fye [Allan.Fye@alexandria.gov](mailto:Allan.Fye@alexandria.gov)  
(703) 746-8079

NVTA Program Coordinator Contact information: Keith Jasper

**Project Scope**

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

The following is the latest assumed timeline for this project:

Begin Developing Bid Package- 03/2016

Award Design Build Contract 11/2016

ROW Acquired 07/2017

Begin Construction 06/2018

Complete Construction 09/2020

**Detailed Scope of Services**

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



## **FY 2015-16 PROJECT DESCRIPTION FORM (9J)**

### **Basic Project Information**

**Submitting Agency:** City of Alexandria

**Project Title:** West End Transitway (9J)

**Project Type (*check one*):**

Roadway (  ) Transit (  )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):** 9 - Other

1. **Project Description:** The West End Transitway (WET) will provide frequent, reliable transit service connecting major activities in the City of Alexandria to the region. The WET will connect to two metro stations (Van Dorn, Pentagon), major employment centers (Pentagon, Mark Center), and major transit nodes (Landmark Mall, Southern Towers, and Shirlington Transit Center).

The WET will support ongoing and additional redevelopment activity along the corridor and will improve the built environment to serve all users (pedestrians, bicyclists, transit riders, and drivers). This project will be the second Transitway constructed in Alexandria. Long term plans include a third Transitway along the Duke Street corridor that will connect with the WET and provide high capacity east-west transit service within the City.

Project is within NVTA Corridor 8 and will run along S Van Dorn Street and N Beauregard Street within the City of Alexandria (which run parallel to I-395) prior to entering Arlington County and connecting to the Shirlington Transit Center and the Pentagon.

2. **Requested NVTA Funds:** \$2.4M Total
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Design and Construction
4. **Total Cost to Complete Project:** Approximately \$129M
5. **Project Milestone -Study Phase:** Start of Study: January 2014
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE: June 2016
7. **Project Milestones -Final Design:** Start of Final Design: June 2017
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed: June 2018



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

9. Project Milestone – Construction: September 2018

10. Project Milestone – Mass Transit Vehicle Acquisition: September 2019

11. Is Project in Transaction 2040:

Yes (  )                      No (  )

12. Project in 2010 CLRP: CLRP 2930

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

- Local (  )
- State (  )
- Federal (  ) up to 50%
- Other: Private Capital Contributions - \$27.2M



## Stated Benefits

- **What Regional benefit(s) does this project offer?** Frequent, reliable transit service between two Metro stations (Van Dorn and Pentagon); connections to major, regional employment centers (Pentagon and Mark Center), connects major transit and activity centers (Van Dorn Metro, Landmark Mall, Mark Center Transit Center, Southern Towers, Shirlington Transit Center, and Pentagon Transit Center), potential for service extensions into Fairfax County and Arlington.
- **How does the project reduce congestion?** Dedicated lanes on key segments of the corridor remove buses from general purpose lanes and improve vehicular operations. Provides an alternative travel mode in the I-395 corridor by providing frequent and high-capacity transit service which can attract discretionary travelers.
- **How does project increase capacity? (Mass Transit Projects only )** High frequency service will increase the total amount of transit service available across the corridor, provide a one seat ride along the entire corridor, and supplement existing local service.
- **How does project improve auto and pedestrian safety?** Pedestrian safety will be improved by redesigning the entire corridor into a more urban style and will include improved crosswalks, pedestrian countdown signals, wider sidewalks / multi-use paths (where possible), and remove suburban-style slip lanes (where possible). Auto safety will be improved by improving overall operations for all users along the corridor, removing buses from general purposes along the most congested portions of the corridor, and by improving traffic signal operations.
- **List internet links below to any additional information in support of this project:**
  - **City of Alexandria FY15 CIP:**  
<http://alexandriava.gov/uploadedFiles/budget/info/budget2015/11B%20-%20Transportation%20-%20High%20Capacity%20Transit%20Corridors%20-%20Approved.pdf>
  - **West End Transitway Project Website:** <http://alexandriava.gov/WestEndTransitway>

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: West End Transitway  
 Recipient Entity: City of Alexandria, VA  
 Project Contact Information: Allan Fye allan.fye@alexandriava.gov 703-746-4151

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	\$ 3,700,000.00	\$1,200,000.00		NVTA (Future)	\$2,500,000	\$ -
Engineering	\$ 3,700,000.00	\$1,200,000.00		NVTA (Future)	\$2,500,000	
Environmental Work	\$ 2,000,000.00			FTA	\$ 2,000,000.00	
Right-of-Way Acquisition	\$ 27,200,000.00			Private Developer Contributions	\$ 27,200,000.00	
Construction	\$ 37,000,000.00			FTA (Future)	\$ 37,000,000.00	
Construction	\$ 59,740,000.00			NVTA (Future)	\$59,740,000	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions	\$ 3,000,000.00			FTA (Future)	\$ 3,000,000.00	
Other						
<b>Total Estimated Cost</b>	<b>\$ 136,340,000.00</b>	<b>\$ 2,400,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 133,940,000.00</b>	<b>\$ -</b>

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work			\$ 650,000.00		\$ 550,000.00					
Engineering			650,000.00		550,000.00					
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,300,000.00</b>	<b>\$ -</b>	<b>\$ 1,100,000.00</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 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July					\$ 250,000.00					
August					\$ 250,000.00					
September					\$ 250,000.00					
October					\$ 350,000.00					
November										
December										
January										
February										
March			\$ 300,000.00							
April			\$ 300,000.00							
May			\$ 300,000.00							
June			\$ 400,000.00							
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,300,000.00</b>	<b>\$ -</b>	<b>\$ 1,100,000.00</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

Northern Virginia Transportation Authority

Signature 


Signature \_\_\_\_\_  
 NVTA Executive Director

Title \_\_\_\_\_  
 Date 11-4-15

Title \_\_\_\_\_  
 Date \_\_\_\_\_

Print name of person signing  
**Mark B. Jinks, City Manager**

Print name of person signing

  
**APPROVED AS TO FORM:**  
**DEPUTY CITY ATTORNEY**

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

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



**RESOLUTION NO. 2644**

**AUTHORIZE THE DESIGNATION OF THE CITY MANAGER TO EXECUTE THE AGREEMENTS BETWEEN THE CITY OF ALEXANDRIA AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

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

**WHEREAS**, 70% of HB2313 revenues will be provided in the Northern Virginia Transportation Authority (NVTA) for mass transit capital projects that increase capacity, and for regional highway projects included in TransAction 2040 that have been evaluated by the Virginia Department of Transportation (VDOT) for congestion relief, and

**WHEREAS**, the NVTA will continually approve a list of projects to be funded with HB2313 funds; and

**WHEREAS**, the NVTA approved a standard project agreement for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with the Authority to receive the HB2313 70% funds on a reimbursement basis; and


**WHEREAS**, the City will need to budget and appropriate funds for these projects to do environmental work, design, construction, and acquire equipment; and

**WHEREAS**, the City will be reimbursed for these costs through the provisions outlined in the NVTA standard funding agreement;

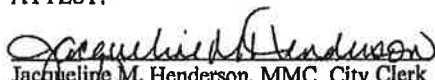
**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Alexandria does hereby authorize the execution of Standard Project Agreements between the City of Alexandria and the Northern Virginia Transportation Authority for local administration of grants for future NVTA projects to be reimbursed with 70% HB2313 revenues; and

**FURTHER BE IT RESOLVED** that the City Manager be designated to execute these agreements contingent upon the projects and project amounts having been previously authorized by City Council through the annual City budget and Capital Improvement Program approval process.

Adopted: October 14, 2014

  
\_\_\_\_\_  
**WILLIAM D. EULLE MAYOR**

ATTEST:

  
Jacqueline M. Henderson, MMC City Clerk

## Transit Corridor "C" - Beauregard

Document Subsection: High Capacity Transit Corridors  
 Managing Department: Transportation & Environmental Services  
 Supporting Department(s): Dept. of Project Implementation  
 ORG: 50412093

Project Location: Van Dorn/Beauregard Corridor  
 Reporting Area: Landmark Van Dorn/Beauregard Small Area Plan  
 Project Category: 3 – New Facilities  
 Estimated Useful Life: 30 years

Transit Corridor "C" - Beauregard													
	A (B+M)	B	C	D	E	F	G	H	I	J	K	L	M (C:L)
	Total Budget & Financing	Through FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total FY 2015-2024
Expenditure Budget	96,457,000	2,900,000	100,000	5,000,000	32,592,000	33,534,000	21,831,000	500,000	0	0	0	0	93,557,000
Financing Plan													
Cash Capital - TIP	2,100,000	2,100,000	0	0	0	0	0	0	0	0	0	0	0
SAFETEA-LU	800,000	800,000	0	0	0	0	0	0	0	0	0	0	0
NVTA 70%	62,140,000	0	0	2,400,000	19,740,000	20,000,000	20,000,000	0	0	0	0	0	62,140,000
Private Capital Contributions	27,200,000	0	0	2,600,000	12,100,000	12,500,000	0	0	0	0	0	0	27,200,000
Urban Funds	3,117,000	0	0	0	752,000	1,034,000	1,331,000	0	0	0	0	0	3,117,000
CMAQ/RSTP	1,100,000	0	100,000	0	0	0	500,000	500,000	0	0	0	0	1,100,000
<b>Total Financing Plan</b>	<b>96,457,000</b>	<b>2,900,000</b>	<b>100,000</b>	<b>5,000,000</b>	<b>32,592,000</b>	<b>33,534,000</b>	<b>21,831,000</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>93,557,000</b>
Add. Operating Impact													
Annual Impact			0	0	0	0	600,000	2,400,000	2,400,000	1,560,000	1,560,000	1,560,000	10,080,000
Cumulative Impact			0	0	0	0	600,000	3,000,000	5,400,000	6,960,000	8,520,000	10,080,000	10,080,000

Changes from Prior Year CIP: Due to the new NVTA 70% funding and budgeting of planned development contributions, the amount and funding sources for this project have changes significantly. In last year's planned CIP, only TIP funding (\$24.4 million) and CMAQ/RSTP funding (\$100,000) were identified as funding sources. Due to the regional nature of this project, the City has programmed \$62.1 million in NVTA 70% funds to support this project, and added \$27.2 million in private development contributions expected to support this project. Additionally, \$4.0 million in grant funding has been identified as a funding source. The end result is total project funding being increased from \$27.4 million in last year's plan to \$96.5 million.

### Project Description & Justification

Consistent with the City's 2008 Transportation Master Plan, this project will construct a 4-mile segment of the high-capacity transitway in dedicated lanes between the Van Dorn Metrorail station and the border with Arlington to the north. This investment will support the development Approved in the Landmark/Van Dorn Small Area Plan and the Beauregard Corridor Small Area Plan. The project includes the widening of Van Dorn Street over Duke Street to accommodate pedestrians and provide multimodal facilities.

On September 17, 2011, Council adopted the recommendation made by the High Capacity Transit Corridor Work Group for Bus Rapid Transit (BRT) in dedicated lanes between Van Dorn Metrorail and the Pentagon until such time that a streetcar system becomes feasible.

A preliminary cost estimate was developed by the Transitway Corridors Feasibility Study, and based on a refined concept design for the project the cost estimate has increased to an estimated \$140.0 million which includes design, right-of-way acquisition, utility relocation, construction, and rolling stock. To the extent right-of-way is donated, costs will be reduced.

NVTA 70% and private capital contributions are the primary sources of funding identified to-date. The City will also seek New/Small Starts (Federal) funding. If all funding were to be secured, construction is estimated to begin in the FY 2017 – 2018 timeframe. Without these substantial Federal funds and development contributions, construction will be unable to commence, or will have to be phased.

Completion of this project supports development Approved in Landmark/Van Dorn Small Area Plan and the Beauregard Small Area Plan by providing increased transit options for locally oriented and through trips emphasizing interjurisdictional coordination.

### City's Strategic Plan & City Manager's Performance Plan

**Primary Strategic Plan Goal: Goal 3 – Transportation**

**Focus Area: Livable, Green, and Prospering City**

- Increase the value of the real estate tax base
- Ensure Alexandria supports, retains, and attracts businesses
- Promote neighborhoods that are amenity-rich
- Increase transportation system mobility, connectivity, and accessibility that supports the City's economy
- Promote an attractive urban environment that reflects our history and well-functioning infrastructure
- Improve the City's air quality

**Focus Area: Accountable, Effective, & Well-Managed Government**

- Ensure the government is accountable to the community
- Achieve results the community values

### External or Internal Adopted Plan or Recommendation

- Transportation Master Plan approved by City Council, April 2008
- Landmark/Van Dorn Corridor Plan approved by City Council, February 2009
- High Capacity Transitway Corridor Work Group recommendations approved by City Council, May 2012
- Beauregard Small Area Plan adopted June 2012

**Additional Operating Budget Impact – Next Page**

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 6, 2015

**SUBJECT:** Regional Funding Project 384-10501 (East Elden Street Improvements and Widening)

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 384-10501.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 384-10501 (East Elden Street Improvements and Widening), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Town of Herndon is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTA Project Number 384-10501

**Coordination:** Council of Counsels

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

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**(Recipient Entity)**

Project Name: East Elden Street Widening and Improvements (UPC 50100)

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  
Town of Herndon  
\_\_\_\_\_  
("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Town of Herndon shall:

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

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Town of Herndon further recognizes that NVTA's reimbursement to Town of Herndon for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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

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

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



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

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

**B. NVTA's Obligations**

NVTA shall:

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

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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Town of Herndon for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
  
3. Route to NVTA's assigned Program Coordinator all Town of Herndon's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Town of Herndon. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify Town of Herndon in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of Town of Herndon that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

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

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

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

1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

2) to Town of Herndon, to the attention of Town Manager  
P.O. Box 427  
Herndon, VA 20172-0427 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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



O. Governing Law

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


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

Northern Virginia Transportation Authority

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

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

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

By: 

Lisa C. Merkel, Mayor

Date: 9-15-15



APPROVED AS TO FORM:

  
Lesa J. Yeatts, Town Attorney

**Appendix A –Narrative Description of Project**

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

NVTA Project Title: East Elden Street Improvements and Widening Project

Recipient Entity: Town of Herndon

Recipient Entity/Project Manager Contact Information: Mark Duceman (Town of Herndon) 703-787-7380 /  
Hamid Misaghian (VDOT) 703-259-1795 h.misaghian@vdot.virginia.gov

NVTA Program Coordinator Contact information: Keith Jasper, 703-642-4655

<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>

**FY 2015-16 PROJECT DESCRIPTION FORM (1N)****Basic Project Information**

**Submitting Agency:** Town of Herndon

**Project Title:** East Elden Street Improvements and Widening Project (1N)

**Project Type (*check one*):**

Roadway (  ) Transit (  )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):** VA State Route 606 and Route 6656; NVTA Corridor Number 1 (Dulles / VA 7 Corridor) and NVTA Corridor Number 5 (Fairfax County Parkway Corridor).

**1. Project Description:** East Elden Street Improvements and Widening Project is 1.0 mile in length and is located between Monroe Street and the Fairfax County Parkway. The scope of this project is to widen and reconstruct East Elden Street from 4 to 6 lanes with a raised landscaped median between Fairfax County Parkway and Herndon Parkway, continuing as a 4-lane section with a raised landscaped median and dedicated turning lanes between Herndon Parkway and Van Buren Street, and then transitioning to a 2-lane section with left-turn lanes between Van Buren and Monroe Street. The project will be ADA accessible to include pedestrian/audio signalization, crosswalk enhancements and bus stop improvements at select major intersections as well as proposed bike lanes along the length of the project.

The purpose of this project is to relieve peak-hour congestion by increasing roadway capacity via an additional lane for each direction between Herndon Parkway and Fairfax County Parkway interchange and to provide for dedicated turning lanes at each major intersection, while also improving safety and multi-modal circulation for drivers, pedestrians, bicyclists, and transit riders for local and regional destinations. The town has prepared a concept design to determine the right-of-way needed for roadway improvements and, since year 2000, has subsequently acquired applicable street dedication and easements to accommodate significant sections of the planned East Elden Street improvements.

**2. Requested NVTA Funds:** \$10.4 Million

**3. Phase(s) of Project Covered by Requested NVTA Funds:** Right-of-Way / Utility phase

**4. Total Cost to Complete Project:** \$30,902,000 Million

**5. Project Milestone - Study Phase:** Town prepared design study/concept completed.

**6. Project Milestone - Preliminary Engineering (30% Design):** PE 30% Design completed by VDOT. VDOT's Location & Design Public Hearing scheduled for summer 2015.



7. Project Milestones - Final Design: Start of Final Design (February 2017).
8. Project Milestones - Right-of-Way: ROW acquisitions completed (December 2018).
9. Project Milestone - Construction: Start of Construction (Spring 2019).
10. Project Milestone – Mass Transit Vehicle Acquisition: N/A
11. Is Project in Transaction 2040:  
Yes (X)                      No ( )  
Listed in TransAction 2040 under NVTA Corridor 1 (Dulles / VA 7)
12. Project in 2010 CLRP: Yes; 2010 CLRP ID number: 1925 (VDOT's UPC #: 50100)
13. Project Leverages other Funding:
  - Local ( X )            = \$ 389,000        (TEA-21 High-Priority Funds, local match)
  - State ( X )            = \$ 1,378,000     (RSTP, Urban Formula Funds)
  - Federal ( X )        = \$ 4,734,000    (RSTP, Urban Formula Funds)
  - Other:                = n/a
  - TOTAL                = \$ 6,501,000



## Stated Benefits

### What Regional benefit(s) does this project offer?

East Elden Street is a major arterial that serves both local and regional traffic and is a significant link in the local and regional transportation network. East Elden Street is a critical town arterial (37,000 VPD to 40,000 VPD) for commuter traffic and a functional component of the region's multimodal transportation system. Elden Street is the town's major commercial corridor and is a primary state route providing connectivity between Herndon, its environs and the surrounding roadway network to include: Centreville Road (Route 228), Fairfax County Parkway (Route 286), Baron Cameron Avenue (Route 606), Route 28 and the Dulles Toll Road (Route 267). The project is anticipated to serve four Fairfax Connector transit routes providing access to the future Herndon Station of Dulles Metrorail Silver Line as well as regional intermodal connectivity for Herndon and surrounding area, Dulles Airport, Dulles Corridor and beyond. And, the project is to include improved pedestrian and bike connectivity to Northern Virginia's W&OD Regional Trail, the town's Folly Lick / Van Buren Trail as well as the county's Sugarland Run Trail; all of which will provide inter-modal pedestrian and bike access to the northside pedestrian facility of the future Herndon Station of Dulles Metrorail Silver Line.

### How does the project reduce congestion?

The project will reduce traffic congestion, facilitate vehicular access to and from the Fairfax County Parkway, and increase the efficiency of the East Elden Street / Herndon Parkway intersection. Several key access management and congestion relief measures are as follows:

- Section 1: transition East Elden Street between Monroe Street and Van Buren Street from four-lanes undivided to the proposed four-lane divided section. The Elden / Van Buren intersection is to include dedicated left-turn lane capacity improvements.
- Section 2: widen East Elden Street from four-lanes undivided to four-lanes divided between Van Buren Street and Herndon Parkway with a raised median to include streetscape and median enhancements. This section is also to include dedicated left-turn lane capacity improvements.
- Section 3: widen East Elden Street by adding one lane in each direction between Herndon Parkway and Fairfax County Parkway resulting in right-turn movement onto adjacent commercial/office land uses while accommodating vehicle throughput and future traffic volume during peak commuting hours. The Elden / Herndon Parkway intersection will provide turning lane capacity improvements to include an extended, dedicated right-turn lane onto northbound Herndon Parkway and to continue a dedicated left-turn lane onto southbound Herndon Parkway.

Lastly, the project is to encourage less reliance on vehicle travel by providing multi-modal circulation alternatives for pedestrians, bicyclists, and transit riders for local and regional destinations. The project is to include bike lanes, transit stop improvements and pedestrian enhancements along with pedestrian / bike connectivity to local and regional trails; all in a concerted effort to encourage non-vehicle usage and consequently reduce congestion.



How does project increase capacity? (Mass Transit Projects only ) N/A

How does project improve auto and pedestrian safety?

Proposed improvements will increase overall auto and pedestrian safety, while also improving safety and multi-modal circulation for drivers, pedestrians, bicyclists, and transit riders for local and regional destinations. Specific safety measures include:

- Implement access management and median controls along the Elden Street commercial corridor between Van Buren Street and Herndon Parkway;
- Improve signalized intersections along East Elden Street to include a proposed new intersection pedestrian crossing with a high-intensity activated crosswalk at a high volume commercial driveway entrance at K-Mart plaza;
- Improve safety for the traveling public and transit users to include enhanced facilities for pedestrians and cyclists (ie. ADA accessible wide sidewalks / curb cuts, paver crosswalks, pedestrian crossing / refuge islands, pedestrian / audio signalization, curb radius reduction, bus stop / bus shelter improvements as well as proposed dedicated bike lanes);
- The project is to incorporate flood mitigation measures to resolve significant Sugarland Run flooding at the roadway section between Herndon Parkway and Fairfax County Parkway. VDOT's design is to elevate the roadway to accommodate an upgraded and larger capacity bridge culvert structure.



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





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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: East Elden Street Improvements and Widening Project  
 Recipient Entity: Town of Herndon  
 Project Contact Information: Mark Duceman (Town of Herndon) 703-787-7380 / Hamid Misaghian (VDOT) 703-259-1795 h.misaghian@vdot.virginia.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	\$ 3,778,466.00			RSTP/Urban	\$ 3,778,466.00	
Environmental Work						
Right-of-Way Acquisition	\$ 10,500,000.00	\$ 10,400,000.00		RSTP/Urban	\$ 100,000.00	
Construction	\$ 16,626,825.00			RSTP/Urban	\$ 2,630,225.00	
				NVTA Future Request	\$ 13,996,600.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 30,905,291.00</b>	<b>\$ 10,400,000.00</b>	<b>\$ -</b>		<b>\$ 20,505,291.00</b>	<b>\$ -</b>

NOTE: Right-of-Way Acquisition also includes costs associated with Utilities

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition	2,600,000.00		5,200,000.00		2,600,000.00					
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 2,600,000.00</b>	<b>\$ -</b>	<b>\$ 5,200,000.00</b>	<b>\$ -</b>	<b>\$ 2,600,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>


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

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 1,300,000.00		\$ 1,300,000.00					
August										
September										
October			\$ 1,300,000.00		\$ 1,300,000.00					
November										
December										
January	\$ 1,300,000.00		\$ 1,300,000.00							
February										
March										
April	\$ 1,300,000.00		\$ 1,300,000.00							
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ 2,600,000.00</b>	<b>\$ -</b>	<b>\$ 5,200,000.00</b>	<b>\$ -</b>	<b>\$ 2,600,000.00</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  
 Town of Herndon, Director of Finance  
 Title

10-Nov-15

Date  
  
 Print name of person signing

Northern Virginia Transportation Authority

Signature  
 NVTA Executive Director  
 Title

Date

Print name of person signing



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

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

**TOWN OF HERNDON**

**RESOLUTION**

**SEPTEMBER 8, 2015**

**Resolution-** To authorize the Mayor of the Town of Herndon to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to the town's regional project titled: East Elden Street Widening and Improvements (UPC 50100).

**WHEREAS,** the Town of Herndon 2030 Comprehensive Plan, as amended through January 13, 2015, advises the widening and improvement of East Elden Street from Monroe Street to the town line; and

**WHEREAS,** on March 25, 2014, the Town Council adopted a resolution to provide additional guidance on the design for improvements to East Elden Street, between the Eastern Town line and the Monroe Street intersection; and

**WHEREAS,** the Standard Project Agreement was approved by the Authority on March 13, 2014; and

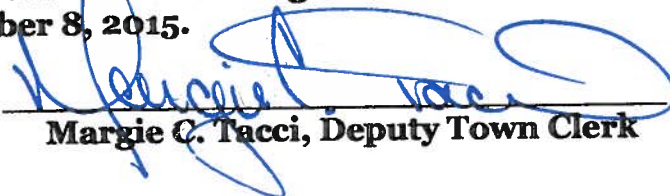
**WHEREAS,** the Standard Project Agreement establishes the terms and conditions associated with the funding the Authority has agreed to provide to regional projects and to ensure that the requirements of HB 2313 are met; and

**WHEREAS,** HB 2313 directs the Authority to use 70-percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by the Authority that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity; and

**WHEREAS,** on April 23, 2015 the Northern Virginia Transportation Authority (NVTVA) adopted its FY2015-16 Two Year Program consisting of 16 transit and 21 highway projects, of which the town's East Elden Street Improvements & Widening Project (UPC 50100) project was allocated \$10.4 million; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Mayor to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

**This is certified to be a true and accurate copy of Resolution 15-G-61 adopted at a legally convened meeting of the Town Council of the Town of Herndon on September 8, 2015.**

  
\_\_\_\_\_  
**Margie C. Tacci, Deputy Town Clerk**

Attached for reference is the Standard Project Agreement for Funding and Administration b/n Northern Virginia Transportation Authority and the town.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 6, 2015

**SUBJECT:** Regional Funding Project 402-10431 (Rt 7 East Market Street and Battlefield Parkway Interchange)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 402-10431.
  
2. **Suggested motion.** *I move approval of the proposed Standard Project 402-10431 (Rt 7 East Market Street and Battlefield Parkway Interchange), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
  
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
  - b. The attached SPA presented by Town of Leesburg is consistent with the project previously approved by the Authority.
  - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 402-10431

**Coordination:** Council of Counsels

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

---

**(Recipient Entity)****

Project Name: Route 7(East Market Street)/Battlefield Parkway Interchange

NVTA Project Number: 402-10431

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

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Recipient Entity's Obligations

Town Of Leesburg shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the 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 Town Of Leesburg to advance the Project to the next phase until the current phase is completed. In any circumstance where Town Of Leesburg seeks to advance a Project to the next phase using NVTA funds, Town Of Leesburg 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 Town Of Leesburg from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Town Of Leesburg further recognizes that NVTA's reimbursement to Town Of Leesburg for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

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



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

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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by Town Of Leesburg for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
  
3. Route to NVTA's assigned Program Coordinator all Town Of Leesburg's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Town Of Leesburg. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify Town Of Leesburg in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of Town Of Leesburg that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Town Of Leesburg's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Town Of Leesburg's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that Town Of Leesburg has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise Town Of Leesburg's designated representative in writing. Town Of Leesburg will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Town Of Leesburg's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that Town Of Leesburg has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from Town Of Leesburg of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Town Of Leesburg. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

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

C. Term

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

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

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

D. Dispute

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

E. NVTA's Financial Interest in Project Assets

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

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

F. Appropriations Requirements

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

G. Notices

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

- 1) to: NVTA, to the attention of its Executive Director;  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031
- 2) to Town Of Leesburg, to the attention of Kaj Dentler  
25 West Market Street  
Leesburg VA 20176 (address)



H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Authority

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

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

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

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

Date: 10/19/15

**Appendix A –Narrative Description of Project**

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

NVT A Project Title: Route 7(East Market Street) / Battlefield Parkway Interchange (1L)

Recipient Entity: Town of Leesburg

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

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

**Project Scope**

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

This project may be built as a design/build project and final design/right of way acquisition may not take place until the construction phase. Under the design/build method, the cost of final design will be concurrent with right of way acquisition and construction.

**Detailed Scope of Services**

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

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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Route 7 (East Market Street) / Battlefield Parkway Interchange  
 Recipient Entity: Town of Leesburg  
 Project Contact Information: Tom Brandon

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 2,000,000.00	\$ 2,000,000.00	\$ -			\$ -
Engineering	\$ 1,500,000.00	\$ 1,500,000.00				
Environmental Work	\$ 500,000.00	\$ 500,000.00				
Right-of-Way Acquisition	\$ 9,000,000.00	\$ 9,000,000.00				
Construction	\$ 40,000,000.00			NVTA Future Request	\$ 40,000,000.00	
Contract Administration	\$ 2,000,000.00			NVTA Future Request	\$ 2,000,000.00	
Testing Services	\$ 2,000,000.00			NVTA Future Request	\$ 2,000,000.00	
Inspection Services	\$ 2,000,000.00			NVTA Future Request	\$ 2,000,000.00	
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 59,000,000.00</b>	<b>\$ 13,000,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,000,000.00</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019		Total Fiscal Year 2020	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 1,000,000.00		\$ 1,000,000.00							
Engineering	750,000.00		750,000.00							
Environmental Work	250,000.00		250,000.00							
Right-of-Way Acquisition					9,000,000.00					
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ 9,000,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 16 Mthly Cash Flow		FY 17 Mthly Cash Flow		FY 18 Mthly Cash Flow		FY 19 Qtrly Cash Flow		FY 20 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 166,667.00		\$ 200,000.00					
August			\$ 166,667.00		\$ 200,000.00					
September			\$ 166,667.00		\$ 200,000.00					
October			\$ 166,667.00		\$ 500,000.00					
November	\$ 250,000.00		\$ 166,667.00		\$ 500,000.00					
December	\$ 250,000.00		\$ 166,667.00		\$ 500,000.00					
January	\$ 250,000.00		\$ 166,667.00		\$ 1,000,000.00					
February	\$ 250,000.00		\$ 166,667.00		\$ 1,000,000.00					
March	\$ 250,000.00		\$ 166,667.00		\$ 1,000,000.00					
April	\$ 250,000.00		\$ 166,667.00		\$ 1,000,000.00					
May	\$ 250,000.00		\$ 166,667.00		\$ 1,000,000.00					
June	\$ 250,000.00		\$ 166,663.00		\$ 1,900,000.00					
<b>Total per Fiscal Year</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ 9,000,000.00</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  
 Town Manager  
 Title  
Town Manager  
 Date  
 Kaj H. Dentler  
 Print name of person signing

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



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

### Basic Project Information

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

**Project Title:** Route 7 (East Market Street)/Battlefield Parkway Interchange (1L)

**Project Type (check one):**  
Roadway (X)    Transit ( )

**VA State Route Number (if applicable) and NVTA Corridor Number (1-8):**Dulles/VA 7/NVTA Corridor 1

1. **Project Description:** The purpose of the Route 7 (East Market Street)/Battlefield Parkway Interchange is to improve safety and pedestrian/vehicle flow by building a grade-separated interchange which will allow Route 7 to become a limited-access freeway through the Town of Leesburg Corporate Limits.
2. **Requested NVTA Funds:** FY 15 = \$2,000,000    FY16 = \$11,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Final Design
4. **Total Cost to Complete Project:** \$58,000,000
5. **Project Milestone -Study Phase:** Start of Study - July 2015
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE August 2016
7. **Project Milestones -Final Design:** Start of Final Design December 2017
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed July 2018
9. **Project Milestone – Construction:** Start of Construction July 2019
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction N/A
11. **Is Project in Transaction 2040:**  
Yes (X)    No ( )
12. **Project in 2010 CLRP:** N/A



**13. Project Leverages other Funding:**

- Local ( )
- State ( )
- Federal ( )
- Other: All NVTA Funding

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

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

The Town of  
**Leesburg,  
Virginia**

PRESENTED October 13, 2015

RESOLUTION NO. 2015-109

ADOPTED October 13, 2015

A RESOLUTION: APPROVING THE STANDARD AGREEMENT WITH THE  
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR  
FISCAL YEAR 2015 AND 2016 FUNDING OF THE ROUTE 7 EAST  
MARKET STREET AND BATTLEFIELD PARKWAY INTERCHANGE  
PROJECT

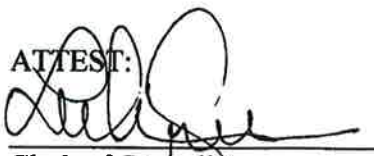
WHEREAS, the Town of Leesburg was awarded \$2,000,000 from the Northern Virginia  
Regional Transportation Authority (NVTA) through 70 percent regional funds in Fiscal Year 2015  
and \$11,000,000 in Fiscal Year 2016 for the design of the Route 7 East Market Street and  
Battlefield Parkway Interchange Project; and

WHEREAS, an administrative agreement between NVTA and the Town is required to  
receive the \$13,000,000.

THEREFORE RESOLVED, by the Council of the Town of Leesburg in Virginia that the  
Town Manager is authorized to execute the attached Standard Project Agreement (SPA) for the  
Route 7 East Market Street and Battlefield Parkway Interchange Project and any future SPAs  
related to the Route 7 East Market Street and Battlefield Parkway Interchange Project in a form  
acceptable to the Town Attorney.


PASSED this 13<sup>th</sup> day of October, 2015.

ATTEST:

  
Clerk of Council

  
Kristen C. Umstatt, Mayor  
Town of Leesburg

The undersigned certifies that the foregoing is a true and correct  
copy of a resolution adopted at a legally convened meeting of the  
Leesburg Town Council held on October 13, 2015.

  
Lee Ann Green, Clerk of Council  
Town of Leesburg, Virginia



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

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

**DATE:** November 6, 2015

**SUBJECT:** Fiscal Year 2015 Financial and Compliance Audit Reports

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- 1. Purpose.** As a political subdivision of the Commonwealth of Virginia, the Authority is required to complete an annual audit of its financial activities for each fiscal year following standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the *Specifications for Audits of Authorities, Boards and Commissions* issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Authority contracted with PBMares, LLP to complete the required audit for FY2015.
- 2. Suggested motion.** *I move acceptance of the Northern Virginia Transportation Authority Financial and Compliance Audit Reports for the year ended June 30, 2015. (Attachment A).*
- 3. Current Situation.** The Authority's audit firm PBMares, LLP issued an unqualified (clean) opinion that the Authority financial statements, in all material respects, fairly and accurately present the financial position of the Authority for FY 2015.

**Attachment:** Northern Virginia Transportation Authority, Financial and Compliance Reports, Year Ended June 30, 2015

**NORTHERN VIRGINIA  
TRANSPORTATION AUTHORITY**

**FINANCIAL AND COMPLIANCE REPORTS  
Year Ended June 30, 2015**



**Northern Virginia  
Transportation Authority**

*The Authority for Transportation in Northern Virginia*

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## TABLE OF CONTENTS

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<b>INTRODUCTORY SECTION</b>	
Directory of principal officials	i

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<b>FINANCIAL SECTION</b>	
INDEPENDENT AUDITOR'S REPORT	1 – 3
Management's Discussion and Analysis	4 – 11
<i>Financial Statements</i>	
Statement of Net Position	12
Statement of Activities	13
Balance Sheet - Governmental Funds and Reconciliation of the Balance Sheet of the Governmental Funds to the Statement of Net Position	14
Statement of Revenues, Expenditures and Change in Fund Balances - Governmental Funds	15
Reconciliation of the Statement of Revenues, Expenditures and Change in Fund Balances – Governmental Funds to the Statement of Activities	16
Schedule of Revenues, Expenditures and Change in Fund Balance - Budget and Actual – General Fund	17
Statement of Revenues, Expenditures and Change in Fund Balance - Budget and Actual – Local Distribution	18
Statement of Revenues, Expenditures and Change in Fund Balance - Budget and Actual – Regional Revenue Fund	19
Notes to Financial Statements	20 – 46
<i>Supplementary Information</i>	
Schedule of General and Administrative Expenses	47
Schedule of Changes in Net Position by Jurisdiction - Local Distribution Fund (30%)	48

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<b>COMPLIANCE SECTION</b>	
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	49 – 50

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**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**DIRECTORY OF PRINCIPAL OFFICIALS**

*Voting Members*

Hon. Martin Nohe, NVTA Chairman; Prince William County  
Hon. William D. Euille, NVTA Vice Chairman; City of Alexandria  
    Hon. R. Scott Silverthorne, City of Fairfax  
    Hon. Sharon Bulova, Fairfax County  
Hon. Harry J. "Hal" Parrish, II, City of Manassas  
    Hon. Jeanette Rishell, City of Manassas Park  
    Hon. David Snyder, City of Falls Church  
    Hon. Scott York, Loudoun County  
    Hon. Mary Hughes Hynes, Arlington County  
    Hon. Adam Ebbin, Virginia Senate  
Hon. J. Randall Minchew, Virginia House of Delegates  
Hon. Thomas Davis Rust, Virginia House of Delegates  
    Sandra Bushue, Governor's Appointee  
Gary Garczynski, Governor's Appointee, Commonwealth Transportation Board Member

*Non-Voting Members*

Helen Cuervo, Virginia Department of Transportation  
Jennifer Mitchell, Virginia Department of Rail and Public Transportation

*Town Representative*

Hon. Kwasi A. Fraser, Town of Purcellville

*Certain Authority Staff*

Monica Backmon, Executive Director  
Michael Longhi, Chief Financial Officer  
Margaret Teal, CPA, Assistant Finance Officer

## **FINANCIAL SECTION**



## INDEPENDENT AUDITOR'S REPORT

To the Honorable Authority Board Members  
Northern Virginia Transportation Authority  
Fairfax, Virginia

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the remaining fund information of the Northern Virginia Transportation Authority (Authority), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Authorities, Boards, and Commissions* issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Those standards and specifications require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority, as of June 30, 2015, and the respective changes in financial position, in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on page 4-11 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods or preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedules listed in the table of contents as supplementary information and introductory section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, as listed in the table of contents, has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 2, 2015 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*PBMares, LLP*

Harrisonburg, Virginia  
November 2, 2015



## **NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS**

This discussion and analysis of Northern Virginia Transportation Authority's (the Authority) financial performance provides an overview of the Authority's financial activities for the fiscal year ended June 30, 2015.

The Authority is a political subdivision of the Commonwealth of Virginia, created in 2002 by the Northern Virginia Transportation Authority Act, Title 15.2, of the *Code of Virginia*. The Authority's primary function is to conduct project planning, prioritization and funding of transportation projects for its member jurisdictions in the Northern Virginia region.

In November 2012, the Authority developed its long range plan, Transaction 2040. On April 3, 2013, the Governor's substitute for House Bill 2313 ("HB2313") was adopted by the Virginia General Assembly. HB2313 provided a dedicated funding stream for transportation projects in Northern Virginia. This legislation coupled with the successful bond validation suit (BVS) enabled the Authority to become fully staffed in May 2014. HB2313 provided a permanent, annual source of revenue for the Authority to implement its mandate. The new revenue streams commenced on July 1, 2013.

The Authority member jurisdictions are the counties of Arlington, Fairfax, Loudoun and Prince William, and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park. The Authority has seventeen members as follows: the chief elected official, or their designees, of the nine cities and counties that are members of the Authority; two members of the House of Delegates appointed by the Speaker of the House; one member of the Senate appointed by the Senate Committee on Privileges and Elections; and two citizens who reside in counties and cities embraced by the Authority, appointed by the Governor. In addition, the Director of the Virginia Department of Rail and Public Transportation, or designee; the Commonwealth Transportation Commissioner, or his designee; and the chief elected officer of one town in a county which the Authority embraces, will serve as non-voting members of the Authority.

All moneys received by the Authority and the proceeds of bonds and other debt instruments are required to be used solely for transportation purposes benefiting the member jurisdictions. Of the HB2313 revenues received, 30% are distributed to member jurisdictions on a pro rata basis for transportation projects and purposes authorized under Section 33.2-2510 and selected by the member jurisdiction. The remaining 70% of the HB2313 revenues are pledged to the payment of bonds and other debt instruments and will otherwise be available to fund regional transportation projects and mass transit projects that increase capacity for the benefit of the member localities.

### **FINANCIAL HIGHLIGHTS**

#### **Highlights for Government-wide Financial Statements**

The government-wide financial statements report information about the Authority's reporting entity as a whole using the economic resources measurement focus and accrual basis of accounting.

- Assets of the Authority exceeded its liabilities for the year ended June 30, 2015 by \$408,788,712 (net position). Of this amount, \$379,528 represents unrestricted net position, which may be used to meet the Authority's ongoing obligations. Restricted net position totaled approximately \$408,371,088 and can be used only for transportation projects.

- The Authority's total outstanding debt for the year ended June 30, 2015 was \$79.2 million as a result of permanent bond financing. Of this amount \$67.6 million represents 2014 Transportation Special Tax Revenue Bonds and \$11.6 million unamortized bond premium. In December 2014, the Authority entered the capital bond market for the first time with bonds designated to replace the short-term line of credit with fixed rate, long-term, low cost, permanent financing.
- For the fiscal year ended June 30, 2015, contributions and intergovernmental revenue, for the Authority's governmental activities totaled \$308.8 million. Expenses totaled \$99.6 million; \$92.2 million represents the 30% funds distributed to member jurisdictions in accord with HB2313 and \$4.1 million represents reimbursement of authorized project costs.

### **Highlights for Fund Financial Statements**

The fund financial statements provide detailed information about the Authority's funds using the current financial resources measurement focus and modified accrual basis of accounting.

- The Authority's General Fund reported an increase in fund balance of \$122,890. The General Fund balance as of June 30, 2015 totaled \$567,651 compared with \$444,761 at the end of the previous fiscal year.
- The Authority's Special Revenue Funds (Local Distribution Fund and Regional Revenue Fund) established in the prior fiscal year, reported an increase in fund balance of \$288,525,646 for a combined fund balance of \$487,199,195 as of June 30, 2015 compared to \$198,673,549 at the end of the previous fiscal year.

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

The discussion and analysis provided here is intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements consist of three components: government-wide financial statements, fund financial statements, and the notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

The financial statements presented include all of the activities which are part of the Authority reporting entity using the integrated approach as prescribed by the Governmental Accounting Standards Board (GASB). The government-wide financial statements present the financial picture of the Authority's governmental activities from the economic resources measurement focus using the accrual basis of accounting.

The fund financial statements include a separate column for each of the major governmental funds and the non-major debt service fund. The governmental funds are prepared using the current financial resources measurement focus and modified accrual basis of accounting. A reconciliation of the fund financial statements to the government-wide financial statements is provided to explain the differences created by the integrated approach.

### **Government-Wide Financial Statements**

The government-wide financial statements consist of the Statement of Net Position and the Statement of Activities, with the governmental activities combined. The Statement of Net Position presents the assets and deferred outflows and liabilities and deferred inflows of the Authority with the difference reported as net position. The Statement of Activities shows in broad terms changes to net position during the fiscal year.

Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or declining. Net position is one way to measure financial position but the reader should also consider other indicators, such as general economic conditions.

The Statement of Activities presents information indicating how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will result in cash flows in future fiscal periods.

Revenue is classified as program or general revenues. Program revenue consists of contributions from the member jurisdictions used to cover the Authority's administrative expenses. General revenues include the four intergovernmental revenues, sales tax, grantors tax, transient occupancy tax and interest earned on the Commonwealth's Northern Virginia Transportation Authority (NVTa) Fund received, collected and remitted from the Commonwealth of Virginia. These tax receipts commenced July 1, 2013.

### **Fund Financial Statements**

A fund is a grouping of related accounts used to maintain control over resources which have been segregated for specific activities or objectives. The Authority, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Authority only reports governmental funds. The Authority does not operate proprietary funds nor does it maintain fiduciary funds at this time. The governmental funds of the Authority are divided into three categories: General Fund, Special Revenue Funds and Debt Service Fund.

**Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of government funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds Balance Sheet and the governmental funds Statement of Revenues, Expenditures and Change in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Authority maintains four governmental funds: the General Fund, two Special Revenue Funds and a Debt Service Fund. Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures and Changes in Fund Balances for each of these funds. The General Fund includes the Authority's operating activities including the cost of the Authority's six member staff. The Local Distribution (30%) Special Revenue Fund reports 30% of the intergovernmental revenue received by the Authority and distributed to the member jurisdictions. The Regional Revenue (70%) Special Revenue Fund reports 70% of the intergovernmental revenue received by the Authority and used to fund transportation projects. A Debt Service Fund is used to account for and report financial resources restricted to expenditures for debt service.

The Authority adopts an annual appropriated budget for its General Fund and the two special revenue funds. An internal budgetary comparison statement is maintained for the General Fund to demonstrate compliance with this budget. The budgetary comparison statements have been provided in the financial statements for the current fiscal year to demonstrate compliance with this budget.

## Notes to the Basic Financial Statements

The notes to the financial statements provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements.

### Required Supplementary Information

The Required Supplementary Information provides additional information that is required by accounting principles generally accepted in the United States to be presented as a supplement to the basic financial statements.

### Supplementary Information

Additional information is presented as a supplement to the basic financial statements. Although not required to be presented and not part of the basic financial statements, the schedules are included to provide additional information of interest to certain financial statement users.

## FINANCIAL ANALYSIS OF THE AUTHORITY REPORTING ENTITY AS A WHOLE

### **Statement of Net Position**

The following table presents a summary of the Statement of Net Position for the Authority as of June 30, 2015. Comparative data for June 30, 2014 has been included for comparison purposes.

	Governmental Activities	
	2015	2014
Assets:		
Current and other assets	\$ 506,949,822	\$ 289,500,245
Capital assets, net	38,096	-
Total assets	<u>506,987,918</u>	<u>289,500,245</u>
Liabilities:		
Current and other liabilities	21,318,634	89,903,201
Long-term liabilities	76,880,572	-
Total liabilities	<u>98,199,206</u>	<u>89,903,201</u>
Net position:		
Net investment in capital assets	38,096	-
Restricted	408,371,088	199,206,760
Unrestricted	379,528	390,284
Total net position	<u>\$ 408,788,712</u>	<u>\$ 199,597,044</u>

As noted earlier, net position may serve as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities by \$408,788,712 at June 30, 2015.

A significant portion of net position, \$408.4 million or 99.9% represents resources subject to external restriction. The remaining balance consist of the Authority’s net investment in capital assets of \$38,096 and \$379,528 unrestricted net assets that may be used to meet the Authority’s ongoing obligations to its citizens and creditors.

Current assets consist primarily of amounts due from the Commonwealth of Virginia, cash and cash equivalents, and restricted cash and cash equivalents. As of June 30, 2015, approximately \$54.8 million was due from the Commonwealth of Virginia, of which \$5.1 million is for grantors tax, \$42.5 million is for sales tax and \$7.2 million is for transient occupancy tax. Restricted cash, cash equivalents and investments totaled \$451.5 million of which \$445.5 million restricted for regional transportation projects benefiting the member jurisdictions and \$5.6 million restricted for debt service.

### Statement of Activities

The following table presents the revenues, expenses and change in net position of the Authority for the fiscal year ended June 30, 2015. Comparative data for June 30, 2014 has been included for comparison purposes.

#### Summary of Changes in Net Position Year Ended June 30, 2015

	Governmental Activities	
	2015	2014
Revenues:		
Program revenues		
Operating grants and contributions	\$ 1,149,473	\$ 591,595
General revenue		
Intergovernmental	307,264,149	285,603,165
Interest income	391,165	82,845
Miscellaneous	3,229	7,473
Total revenues	<u>308,808,016</u>	<u>286,285,078</u>
Expenses:		
General and administration	1,007,439	1,674,210
Jurisdictional distributions (30%)	92,183,027	85,225,940
Project cost distributions	4,058,792	-
Interest on long-term debt	2,367,090	-
Total expenses	<u>99,616,348</u>	<u>86,900,150</u>
Change in net position	209,191,668	199,384,928
Beginning net position	<u>199,597,044</u>	<u>212,116</u>
Ending net position	<u>\$ 408,788,712</u>	<u>\$ 199,597,044</u>

For the fiscal year ended June 30, 2015, revenues totaled \$308.8 million. Expenses totaled \$99.6 million. A discussion of the key components of the revenue and expense is included in the funds analysis.

## **FINANCIAL ANALYSIS OF THE REPORTING ENTITY'S FUNDS**

### **Governmental Funds**

As noted earlier, the Authority uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the Authority governmental funds is to provide information on near-term inflows, outflows, and balance of spendable resources. Such information is useful in assessing the needs of the Authority's financing requirements.

**General Fund.** The General Fund is the operating fund of the Authority. At the end of the current year, unassigned fund balance of the General Fund was \$324,788, while total fund balance equaled \$567,651. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total General Fund expenditures. Unassigned fund balance represents approximately 32% of total General Fund expenditures, while total fund balance represents approximately 55% of that same amount.

The fund balance of \$567,651 includes \$236,578 of committed fund balance. The debt policy adopted on December 12, 2013, revised June 19, 2015, requires the Authority to maintain an operating reserve sufficient to fund at a minimum 20% of the General Fund operating expenses. This operating reserve may be used at the discretion of the Executive Director, to cover unanticipated increases in the Authority's expenditures. If used, the Executive Director will present a plan to the Authority for restoring the reserve during the next fiscal year budget process.

The Authority adopts an annual operating budget for General Fund operating activities for the purpose of determining the annual contributions from the member jurisdictions required to fund these activities. Total contributions by the nine member jurisdictions equaled \$1,149,473 for fiscal year 2015.

**Debt Service Fund.** The debt service fund reports financial resources restricted to the payment of principal and interest for the outstanding related series of transportation bonds. The debt service fund is not a major governmental fund. The debt service fund had a balance of \$462,379 as of June 30, 2015 on deposit for fiscal year 2016 debt obligations.

**Special Revenue Funds.** The Authority established two special revenue funds during fiscal year 2014, the Local Distribution Fund (30%) and the Regional Revenue Fund (70%), both categorized as major funds in the governmental fund statements. These funds are used to report the intergovernmental revenue received from the Commonwealth of Virginia.

The General Assembly of the Commonwealth of Virginia authorized three new transportation revenue sources for the Authority: 0.7% increase in the sales tax; a two percent increase in the transient occupancy (hotel) tax; and a fifteen cents per hundred dollar of value increase in the grantor's tax (congestion relief fee). These taxes were made effective on July 1, 2013, and are the revenue streams authorized by HB2313.

Of the revenues received, the Local Distribution Fund (30%) reports 30% of the intergovernmental revenue received by the Authority and distributed to the member jurisdictions on a pro rata basis. This revenue can be used by the recipient for additional urban or secondary road construction; capital improvements that reduce congestion; transportation capital improvements which have been approved by the most recent long range transportation plan adopted by the Authority; or for public transportation purposes.

The remaining 70% is recorded in the Regional Revenue Fund (70%). These funds are to be used by the Authority solely for regional transportation projects and purposes benefiting the member jurisdictions and other entities to fund: transportation projects approved by the Authority that are contained in the regional transportation plan.

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

The details of capital assets as of June 30, 2015 are as follows:

	Governmental Activities
	<u>2015</u>
Office furniture and equipment	\$ 42,668
Less accumulated depreciation	<u>4,572</u>
Total capital assets, net	<u>\$ 38,096</u>

The Authority’s investment in capital assets as of June 30, 2015 amounted to \$38,096 (net of accumulated depreciation). Fiscal year 2015 represents the first year the Authority reported capitalized assets.

**Debt Administration**

In December 2014, the Authority entered the capital bond market for the first time with bonds designated to replace the short-term line of credit obtained in fiscal year 2014. An initial bond sale is a significant undertaking. Actions include bond validation court proceedings, establishing internal policies and procedures, initial credit rating presentations on Wall Street and, finally, the marketing and sale of the bonds. Our efforts to execute the Authority’s approved finance plan resulted in strong credit ratings of AA+, Aa1 and AA+ combined with stable outlooks from Fitch, Moody’s and Standard and Poor’s. The bonds garnered a favorable market reception on Wall Street, reflected by a 2.5 times subscription rate and a low true interest cost of 3.09%.

At the end of June 30, 2015, the Authority had total debt outstanding of \$79,190,572. Of this amount \$67,560,000 represents the Transportation Special Tax Revenue Bonds, Series 2014 and \$11,630,572 of unamortized bond premium. The bonds are secured by the Authority’s Regional Revenue and a debt service reserve of \$5,551,150 established from the proceeds upon issuance of the bonds. Assets of the debt service reserve fund are to be used solely to pay principal and interest.

**Economic Factors and Fiscal Year 2016’s Budget**

- Northern Virginia is both a nationally and globally significant region. It is categorized as having a broad, diverse and stable regional economy. The region is the driver of economic activity for the Commonwealth of Virginia.
- In aggregate, the Authority’s nine member jurisdictions have experienced stable population growth in the last ten years with growth rates averaging 1.88% per year.
- Among the nine member jurisdictions, job growth has averaged .94% per year over the last decade.

- In aggregate, the number of jobs in the Authority's jurisdictions are projected to experience continued growth. However, for 2014, job growth averaged .4% as federal cuts continued to dampen growth per Christine Chmura CEO of Chumura Economics & Analytics.
- Unemployment rate in the Authority's jurisdictions is exceptionally low, compared to both the U.S. and the Commonwealth of Virginia. At June 30, 2015, the average preliminary unemployment rate not seasonally adjusted in the Authority jurisdictions was 3.99% compared to 4.9% in the Commonwealth and 5.5% nationally. This represents a 2% decrease since June 2014.
- Per capita income average of the Authority's jurisdictions is approximately \$45,584 compared to the Commonwealth at \$33,493 and \$28,155 nationally per the U.S. Census Bureau, 2009-2013 5-Year American Community Survey. This represents a 3% increase from the 2008-2012 5-Year American Community Survey.
- Median family income average for the Authority's member jurisdictions is approximately \$114,689 compared to \$76,754 in the Commonwealth and \$64,719 nationally per the U.S. Census Bureau, 2009-2013 5-Year American Community Survey. This represents a 2% increase from the 2008-2012 5-Year American Community Survey.
- The fiscal year 2016 budget includes a projected 2% increase in sales tax revenue compared to the fiscal year 2015 budget; a 1.5% increase in transient occupancy tax revenue and a .8% increase in grantors tax.
- The Authority's General Fund operating budget will increase from \$1,182,894 in fiscal year 2015 to \$1,485,717 in fiscal year 2016. This increase is reflective of an increase in public outreach initiatives and the Authority's first full year of office rent expenses.

### **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the Authority's finances for all those interested. If you have any questions about this report or need additional financial information, contact Michael Longhi, Chief Financial Officer, Northern Virginia Transportation Authority, 3040 Williams Drive, Suite 200, Fairfax, Virginia 22031, or by email to [michael.longhi@thenovaauthority.org](mailto:michael.longhi@thenovaauthority.org).



***FINANCIAL STATEMENTS***

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**STATEMENT OF NET POSITION**

**June 30, 2015**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 592,889
Other receivables	10,779
Due from other governments	54,846,153
Deposits and prepaid items	6,285
Restricted cash, cash equivalents and investments	451,493,716
Capital assets (net of accumulated depreciation):	
Office furniture and equipment	<u>38,096</u>
<b>Total assets</b>	<u><u>506,987,918</u></u>
<b>LIABILITIES</b>	
Accounts payable	2,177,995
Accrued liabilities	308,254
Bond reserves	68,391
Due to other governments	16,453,994
Current portion of long-term debt	2,310,000
Noncurrent liabilities:	
Due in more than one year	<u>76,880,572</u>
<b>Total liabilities</b>	<u><u>98,199,206</u></u>
<b>NET POSITION</b>	
Net investment in capital assets	38,096
Restricted	408,371,088
Unrestricted	<u>379,528</u>
<b>Total net position</b>	<u><u>\$ 408,788,712</u></u>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**STATEMENT OF ACTIVITIES**

**Year Ended June 30, 2015**

	<b>Expenses</b>	<b>Program Revenues Operating Grants and Contributions</b>	<b>Net (Expense) Revenue and Change in Net Position Governmental Activities</b>
Functions/Programs			
Governmental activities:			
General and administration	\$ 1,007,438	\$ 1,149,473	\$ 142,035
Jurisdictional distributions (30%)	92,183,027	-	(92,183,027)
Project cost distributions	4,058,792	-	(4,058,792)
Interest and issuance costs	2,367,091	-	(2,367,091)
<b>Total governmental activities</b>	<b>\$ 99,616,348</b>	<b>\$ 1,149,473</b>	<b>(98,466,875)</b>
General revenues			
Intergovernmental revenue:			
Grantors tax			43,944,427
Sales tax			235,410,573
Transient occupancy tax			27,752,239
NVTA fund interest income			156,910
Interest income			391,165
Miscellaneous			3,229
<b>Total general revenues</b>			<b>307,658,543</b>
<b>Change in net position</b>			<b>209,191,668</b>
Net Position, beginning of year			199,597,044
Net Position, end of year			<b>\$ 408,788,712</b>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**BALANCE SHEET - GOVERNMENTAL FUNDS AND  
RECONCILIATION OF THE BALANCE SHEET OF THE  
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION  
June 30, 2015**

	General Fund	Special Revenue Funds		Non-Major Debt Service Fund	Total Governmental Funds
		Local Distribution Fund	Regional Revenue Fund		
<b>ASSETS</b>					
Cash and cash equivalents	\$ 592,889	\$ -	\$ -	\$ -	\$ 592,889
Other receivables	-	-	10,779	-	10,779
Due from other governments	-	16,453,846	38,392,307	-	54,846,153
Deposits and prepaid items	6,285	-	-	-	6,285
Restricted cash, cash equivalents and investments	-	148	451,031,189	462,379	451,493,716
<b>Total assets</b>	<b>\$ 599,174</b>	<b>\$ 16,453,994</b>	<b>\$ 489,434,275</b>	<b>\$ 462,379</b>	<b>\$ 506,949,822</b>
<b>LIABILITIES</b>					
Accounts payable	\$ 17,639	\$ -	\$ 2,160,356	\$ -	\$ 2,177,995
Accrued liabilities	13,884	-	6,333	-	20,217
Bond reserves	-	-	68,391	-	68,391
Due to other governments	-	16,453,994	-	-	16,453,994
<b>Total liabilities</b>	<b>31,523</b>	<b>16,453,994</b>	<b>2,235,080</b>	<b>-</b>	<b>18,720,597</b>
<b>FUND BALANCES</b>					
Nonspendable	6,285	-	-	-	6,285
Restricted	-	-	421,112,931	462,379	421,575,310
Restricted - working capital reserve	-	-	66,086,264	-	66,086,264
Committed	236,578	-	-	-	236,578
Unassigned	324,788	-	-	-	324,788
<b>Total fund balances</b>	<b>567,651</b>	<b>-</b>	<b>487,199,195</b>	<b>462,379</b>	<b>488,229,225</b>
<b>Total liabilities and fund balances</b>	<b>\$ 599,174</b>	<b>\$ 16,453,994</b>	<b>\$ 489,434,275</b>	<b>\$ 462,379</b>	<b>\$ 506,949,822</b>

Reconciliation of fund balances on the Balance Sheet for the governmental funds to the net position of the governmental activities on the Statement of Net Position:

Fund balances - governmental funds	\$ 488,229,225
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds:	
Capital assets	\$ 42,668
Less: accumulated depreciation	<u>(4,572)</u>
	38,096
Interest on long-term debt is not accrued in the governmental funds, but rather is recognized as an expenditure when due.	(269,879)
Compensated absences are liabilities not due and payable in the current period and, therefore, are not reported in the governmental funds.	(18,158)
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds.	
Revenue bonds	(67,560,000)
Premiums on bonds payable	<u>(11,630,572)</u>
	<u>(79,190,572)</u>
Net position - governmental activities	<u>\$ 408,788,712</u>

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES -  
 GOVERNMENTAL FUNDS  
 Year Ended June 30, 2015

	General Fund	Special Revenue Funds		Non-Major	Total Governmental Funds
		Local Distribution Fund	Regional Revenue Fund	Debt Service Fund	
<b>Revenues</b>					
Intergovernmental:					
Grantors tax	\$ -	\$ 13,183,328	\$ 30,761,099	\$ -	\$ 43,944,427
Sales tax	-	70,623,172	164,787,401	-	235,410,573
Transient occupancy tax	-	8,325,672	19,426,567	-	27,752,239
NVTA fund interest income	-	47,073	109,837	-	156,910
Interest income	-	3,585	339,115	48,465	391,165
Contribution member jurisdictions	1,149,473	-	-	-	1,149,473
Miscellaneous	3,229	-	-	-	3,229
<b>Total revenues</b>	<b>1,152,702</b>	<b>92,182,830</b>	<b>215,424,019</b>	<b>48,465</b>	<b>308,808,016</b>
<b>Expenditures</b>					
Current:					
General and administration	1,029,812	-	6,333	-	1,036,145
Jurisdictional distributions (30%)	-	92,183,027	-	-	92,183,027
Project cost distributions	-	-	4,058,792	-	4,058,792
Debt service:					
Principal	-	-	74,642,000	1,485,000	76,127,000
Interest	-	-	11,042	1,620,890	1,631,932
Issuance costs	-	-	767,143	-	767,143
<b>Total expenditures</b>	<b>1,029,812</b>	<b>92,183,027</b>	<b>79,485,310</b>	<b>3,105,890</b>	<b>175,804,039</b>
<b>Excess of revenues over (under) expenditures</b>	<b>122,890</b>	<b>(197)</b>	<b>135,938,709</b>	<b>(3,057,425)</b>	<b>133,003,977</b>
<b>Other Financing Sources (Uses)</b>					
Bonds issued	-	-	69,045,000	-	69,045,000
Premium on bonds issued	-	-	11,928,792	-	11,928,792
Transfers	-	-	71,613,342	(71,613,342)	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>152,587,134</b>	<b>(71,613,342)</b>	<b>80,973,792</b>
<b>Net change in fund balances</b>	<b>122,890</b>	<b>(197)</b>	<b>288,525,843</b>	<b>(74,670,767)</b>	<b>213,977,769</b>
Fund Balances, beginning of year	444,761	197	198,673,352	75,133,146	274,251,456
Fund Balances, end of year	\$ 567,651	\$ -	\$ 487,199,195	\$ 462,379	\$ 488,229,225

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**RECONCILIATION OF THE STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGE IN FUND BALANCES -  
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
Year Ended June 30, 2015**

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Amounts reported for governmental activities in the Statement of Activities are different because:

Net changes in fund balances - total governmental funds \$ 213,977,769

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation. This is the amount by which capital outlays exceeded depreciation in the current period.

Add - capital outlay	\$ 42,668	
Deduct - depreciation expense	<u>(4,572)</u>	38,096

The change in compensated absences included in the expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds (9,390)

The issuance of long-term debt (e.g., bonds, leases, line of credit) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items. A summary of items supporting this adjustment is as follows:

Debt issued:		
Issuance of revenue bonds	(69,045,000)	
Premium on revenue bonds	(11,928,792)	
Principal repayment on debt:		
Principal payment on line of credit	74,642,000	
Principal payment on revenue bonds	<u>1,485,000</u>	(4,846,792)

Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. The following is a summary of items supporting this adjustment:

Change in accrued interest payable	(266,236)	
Amortization of premiums on bonds payable	<u>298,220</u>	31,984

<b>Change in net position of governmental activities</b>		<b><u><u>\$ 209,191,668</u></u></b>
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NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE -  
 BUDGET AND ACTUAL - GENERAL FUND  
 Year Ended June 30, 2015

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Over (Under)
<b>Revenues</b>				
Contribution member jurisdictions	\$ 1,149,473	\$ 1,149,473	\$ 1,149,473	\$ -
Miscellaneous	-	-	3,229	3,229
<b>Total revenues</b>	<u>1,149,473</u>	<u>1,149,473</u>	<u>1,152,702</u>	<u>3,229</u>
<b>Expenditures</b>				
Current:				
General and administration	1,182,894	1,182,894	1,029,812	(153,082)
<b>Total expenditures</b>	<u>1,182,894</u>	<u>1,182,894</u>	<u>1,029,812</u>	<u>(153,082)</u>
<b>Excess of revenues over (under) expenditures</b>	<u>(33,421)</u>	<u>(33,421)</u>	<u>122,890</u>	<u>156,311</u>
<b>Net change in fund balance</b>	(33,421)	(33,421)	122,890	156,311
Fund Balance, beginning of year	<u>33,421</u>	<u>33,421</u>	<u>444,761</u>	<u>411,340</u>
Fund Balance, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 567,651</u>	<u>\$ 567,651</u>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE -  
BUDGET AND ACTUAL - LOCAL DISTRIBUTION  
Year Ended June 30, 2015**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget Over (Under)</b>
<b>Revenues</b>				
Intergovernmental:				
Grantors tax	\$ 11,071,100	\$ 11,071,100	\$ 13,183,328	\$ 2,112,228
Sales tax	68,421,959	68,421,959	70,623,172	2,201,213
Transient occupancy tax	7,577,403	7,577,403	8,325,672	748,269
NVTA fund interest income	-	-	47,073	47,073
Interest income	-	-	3,585	3,585
<b>Total revenues</b>	<u>87,070,462</u>	<u>87,070,462</u>	<u>92,182,830</u>	<u>5,112,368</u>
<b>Expenditures</b>				
Current:				
Jurisdictional distributions (30%)	87,070,462	87,070,462	92,183,027	(5,112,565)
<b>Total expenditures</b>	<u>87,070,462</u>	<u>87,070,462</u>	<u>92,183,027</u>	<u>(5,112,565)</u>
<b>Deficiency of revenues under expenditures</b>	<u>-</u>	<u>-</u>	<u>(197)</u>	<u>(197)</u>
<b>Net change in fund balance</b>	<u>-</u>	<u>-</u>	<u>(197)</u>	<u>(197)</u>
Fund Balance, beginning of year	<u>-</u>	<u>-</u>	<u>197</u>	<u>197</u>
Fund Balance, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE -  
BUDGET AND ACTUAL - REGIONAL REVENUE FUND  
Year Ended June 30, 2015**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget Over (Under)</b>
<b>Revenues</b>				
Intergovernmental:				
Grantors tax	\$ 25,832,566	\$ 25,832,566	\$ 30,761,099	\$ 4,928,533
Sales tax	159,651,238	159,651,238	164,787,401	5,136,163
Transient occupancy tax	17,680,608	17,680,608	19,426,567	1,745,959
NVTA fund interest income	-	-	109,837	109,837
Interest income	52,500	52,500	339,115	286,615
<b>Total revenues</b>	<b>203,216,912</b>	<b>203,216,912</b>	<b>215,424,019</b>	<b>12,207,107</b>
<b>Expenditures</b>				
Current:				
General and administration	-	-	6,333	(6,333)
Project cost distributions	131,188,478	131,188,478	4,058,792	127,129,686
Debt service:				
Principal	-	-	74,642,000	(74,642,000)
Interest	-	-	11,042	(11,042)
Issuance cost/fees	300,000	300,000	767,143	(467,143)
<b>Total expenditures</b>	<b>131,488,478</b>	<b>131,488,478</b>	<b>79,485,310</b>	<b>52,003,168</b>
<b>Excess of revenues over expenditures</b>	<b>71,728,434</b>	<b>71,728,434</b>	<b>135,938,709</b>	<b>64,210,275</b>
<b>Other Financing Sources (Uses)</b>				
Bonds issued	300,000	300,000	69,045,000	68,745,000
Premium on bonds issued	-	-	11,928,792	11,928,792
Transfers	(6,000,000)	(6,000,000)	71,613,342	77,613,342
<b>Total other financing sources (uses), net</b>	<b>(5,700,000)</b>	<b>(5,700,000)</b>	<b>152,587,134</b>	<b>158,287,134</b>
<b>Net change in fund balance</b>	<b>66,028,434</b>	<b>66,028,434</b>	<b>288,525,843</b>	<b>222,497,409</b>
Fund Balance, beginning of year	(66,028,434)	(66,028,434)	198,673,352	264,701,786
Fund Balance, end of year	\$ -	\$ -	\$ 487,199,195	\$ 487,199,195

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 1. Summary of Significant Accounting Policies

The financial statements of the Northern Virginia Transportation Authority (“the Authority”) have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The Governmental Accounting Standards Board (“GASB”) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

#### A. Reporting Entity

The Authority is a political subdivision of the Commonwealth of Virginia, created in 2002 by the Northern Virginia Transportation Authority Act, Title 15.2, of the *Code of Virginia*. The Authority’s primary function is to conduct project planning, prioritization and funding for regional transportation purposes in the Northern Virginia region.

In November 2012, the Authority developed its long range plan, Transaction 2040. On April 3, 2013, the Governor’s substitute for House Bill 2313 (the “HB2313”) was adopted by the Virginia General Assembly. HB2313 provided a dedicated funding stream for transportation projects in Northern Virginia. This legislation coupled with the successful bond validation suite (BVS) enabled the Authority to become fully staffed in May 2014. HB2313 provided a permanent, annual source of revenue for the Authority to implement its mandate and the new revenue streams commenced on July 1, 2013.

The member jurisdictions of the Authority are the counties of Arlington, Fairfax, Loudoun and Prince William, and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park. The Authority has seventeen members as follows: the chief elected official, or their designees, of the nine cities and counties that are members of the Authority; two members of the House of Delegates appointed by the Speaker of the House; one member of the Senate appointed by the Senate Committee on Privileges and Elections; and two citizens who reside in counties and cities embraced by the Authority, appointed by the Governor. In addition, the Director of the Virginia Department of Rail and Public Transportation, or his designee; the Commonwealth Transportation Commissioner, or his designee; and the chief elected officer of one town in a county which the Authority embraces, will serve as non-voting members of the Authority.

All moneys received by the Authority and the proceeds of bonds and other debt instruments are required to be used solely for transportation purposes benefiting the member jurisdictions. Of the HB2313 revenues received, 30% are distributed to member jurisdictions on a pro rata basis for transportation projects and purposes authorized under Section 33.2-2510 and selected by the Member Jurisdiction. The 70% of the HB2313 revenues are pledged to the payment of bonds and other debt instruments and will otherwise be available to fund regional transportation projects and mass transit projects that increase capacity for the benefit of the Member Localities.

#### B. Government-wide and Fund Financial Statements

The government-wide financial statements (Statement of Net Position and Statement of Activities) report information of the governmental activities supported by intergovernmental revenues.

The government-wide Statement of Net Position reports net position as restricted when externally imposed constraints are in effect. Internally imposed designations of resources are not presented as restricted net position.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 1. Summary of Significant Accounting Policies (Continued)

#### B. Government-wide and Fund Financial Statements (Continued)

The government-wide Statement of Activities is designed to report the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include grants and contributions that are restricted to meeting the operational requirements of a particular function.

Separate fund financial statements are provided for each of the governmental funds. In the fund financial statements, financial transactions and accounts of the Authority are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The governmental funds are reported on a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances (fund equity). Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is presented which briefly explains the adjustment necessary to reconcile the fund financial statements to the government-wide financial statements.

#### C. Measurement Focus and Basis of Accounting

**Government-wide Financial Statements** – Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Intergovernmental revenues, consisting of taxes and fees from the Commonwealth of Virginia and local operating contributions, are recognized in the period the funding is made available.

**Governmental Fund Financial Statements** – The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. For this purpose, NVTa considers revenues to be available if they are collected within 90 days after year end. Expenditures are recorded when a liability is incurred under the full accrual method of accounting. However, debt service expenditures, expenditures related to compensated absences, and claims and judgments are recorded only when payment is due. The individual Government Funds are:

General Fund - The General Fund is the primary operating fund of the Authority and is used to account for and report all revenues and expenditures applicable to the general operations of the Authority which are not accounted for in other funds. Revenues are derived primarily from contributions from member jurisdictions. The General Fund is considered a major fund for financial reporting purposes.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 1. Summary of Significant Accounting Policies (Continued)

#### C. Measurement Focus and Basis of Accounting (Continued)

Special Revenue Funds - Special revenue funds account for and report the proceeds of specific revenue sources restricted or committed to expenditures for specified purposes other than debt service or capital projects. The Authority has two special revenue funds. The Local Distribution Fund (30%) reports 30% of the intergovernmental revenue received by the Authority. The 30% funds are distributed to the member jurisdictions on a pro rata basis with each localities' share being the total of the revenues received that are generated or attributable to the locality divided by the total for use according to HB2313. The Regional Revenue Fund (70%) includes amounts to be used by the Authority solely for regional transportation projects and other entities to fund transportation projects selected by the Authority that are contained in the regional transportation plan, or mass transit capital projects that increase capacity. Both special revenue funds are considered a major fund for financial reporting purposes.

Debt Service Fund - The Debt Service Fund is used to account for and report financial resources that are restricted or committed for expenditures related to principal and interest.

#### D. Budgeting

The Authority adopts an annual operating budget for the planning and administrative activities of the General Fund. The budgeting process enables the Authority to determine the annual contributions required from the member jurisdictions to fund its planning and administrative activities. Accumulated fund balances in excess of anticipated minimum operating cash requirements are used as a revenue source in subsequent budgets. The Authority also adopts a budget for the Local Distribution Fund (30%) which promptly distributes 30% of the revenue from tax proceeds to the nine member jurisdictions based on their respective revenue contribution through the taxes collected by the Commonwealth.

To fund the various transportation projects approved by the Authority, the Regional Revenue Fund (70%) budget includes all debt service obligations costs of issuance and funding of the Working Capital Reserve as well as PayGo projects.

#### E. Other Significant Accounting Policies

##### 1. Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less. The investment in the Local Government Investment Pool (LGIP or Pool) and the Virginia State Non-Arbitrage Program (SNAP or Pool), are 2a7-like pools and are reported at the Pool's share price.

##### 2. Restricted Cash, Cash Equivalents and Investments

Restricted cash, cash equivalents and investments as reported in the Statement of Net Position are comprised of intergovernmental deposits that shall be used solely for regional transportation purposes benefiting the member jurisdictions and funds related to bond compliance requirements. Bond proceeds are maintained in compliance with the provisions of the Tax Reform Act of 1986 and as required by the Authority's Master Indenture of Trust.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 1. Summary of Significant Accounting Policies (Continued)

#### E. Other Significant Accounting Policies (Continued)

##### 3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses in the financial statements using the consumption method.

##### 4. Capital Assets

Capital assets include property and equipment and computer hardware with an individual cost of more than \$5,000 and an estimated useful life in excess of one year. For constructed assets, all costs necessary to bring assets to the condition and location necessary for the intended use are capitalized. Repairs and maintenance are charged to operations as they are incurred. Additions and betterments are capitalized. The cost of assets retired and accumulated depreciation are removed from the accounts.

Depreciation and amortization of all exhaustible equipment, leasehold improvements and intangibles is charged as an expense against operations using the straight-line method over the following estimated useful lives:

<u>Asset Category</u>	<u>Useful Life (years)</u>
Computer Hardware & Peripherals	4
Office Furniture	7-10
Office Equipment	5-10
Leasehold Improvements	Life of the lease

When, in the opinion of management, certain assets are impaired, any estimated decline in value is accounted for as a non-operating expense. There were no impaired assets as of June 30, 2015.

Funding of transportation capital projects: For projects approved and funded by the Authority with regional revenue funds (70%) either as a PayGo or financed project, the Authority does not take ownership of such projects. Therefore, these projects are not reflected on the Authority's financial statements.

##### 5. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Authority's retirement plan and the additions to/deductions from the Authority's retirement plan's net fiduciary position have been determined on the same basis as they were reported by the Virginia Retirement System (VRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 1. Summary of Significant Accounting Policies (Continued)

#### E. Other Significant Accounting Policies (Continued)

##### 6. Compensated Absences

The Authority's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment upon separation from the Authority's service. The liability for such leave is reported as incurred in the government-wide statements. Vacation leave for the Authority employees is granted to all full and part-time employees and is earned based upon the length of employment. Employees with zero to ten (10) years of service may carryover a maximum of 240 hours of accumulated leave. Employees with more than 10 years of service may carryover 360 hours of leave. The allowed accumulated leave earned yet not paid has been recorded as a liability on the Statement of Net Position.

Accumulated sick leave lapses when employees leave the Authority and, therefore, upon separation from service, no monetary obligation exists.

##### 7. Long-term Obligations

In the government-wide financial statements, long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. The Authority recognized bond issuance costs in the governmental funds as a current period expense in accordance with GASB Statement No. 65. The Authority incurred \$767,143 of issuance costs in fiscal year 2015.

##### 8. Fund Equity

The Authority reports fund balance in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

*Nonspendable fund balance* classification includes amounts that are not in spendable form (such as prepaid items) or are required to be maintained intact (corpus of a permanent fund).

*Restricted fund balance* classification includes amounts constrained to specific purposes by their providers (higher levels of government), through constitutional provisions, or by enabling legislation.

*Committed fund balance* classification includes amounts constrained to specific purposes by the government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint.

*Assigned fund balance* classification includes amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official body to which the governing body delegates the authority.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 1. Summary of Significant Accounting Policies (Continued)

#### E. Other Significant Accounting Policies (Continued)

##### 8. Fund Equity (Continued)

*Unassigned fund balance* classification includes the residual balance of the General Fund that has not been restricted, committed, or assigned to specific purposes within the General Fund.

The General Fund balance includes \$236,578 categorized as committed fund balance as of June 30, 2015. The debt policy adopted by the Authority on December 12, 2013 requires the Authority to maintain an operating reserve sufficient to fund at least 20% of the General Fund operating expenses. This operating reserve may be used at the discretion of the Executive Director, to cover unanticipated increases in the Authority's expenditures. If used, the Executive Director will present a plan to the Authority for restoring the reserve during the next fiscal year budget process.

When fund balance resources are available for a specific purpose in more than one classification, the Authority will consider the use of restricted, committed, or assigned funds prior to the use of unassigned fund balance as they are needed.

##### 9. Net Position

Net position represents the difference between assets, deferred outflows, liabilities, and deferred inflows. The net position caption "net investment in capital assets" consists of capital assets, net of accumulated depreciation and amortization. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Authority or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

The Authority first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

##### 10. Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 2. Deposits and Investments

At June 30, 2015, cash, cash equivalents, and investments consisted of the following, at cost, which approximates fair value:

#### Governmental Activities

Cash	\$	592,889
Restricted		
LGIP		284,675,464
John Marshall Bank		11,028,019
SNAP		75,125,315
Regions Bank		80,664,918
Total restricted		<u>451,493,716</u>
Total	\$	<u>452,086,605</u>

Maturities of all investments are less than one year.

#### Deposits

Deposits with banks are covered by the Federal Deposit Insurance Corporation (FDIC) and collateralized in accordance with the Virginia Security for Public Deposits Act, Section 2.2-4400 et. Seq. of the *Code of Virginia*. Under the Act, banks and savings institutions holding public deposits in excess of the amount insured by the FDIC must pledge collateral to the Commonwealth of Virginia Treasury Board. Financial institutions may choose between two collateralization methodologies and depending upon that choice, will pledge collateral that ranges in the amounts from 50% to 130% of excess deposits. Accordingly, all deposits are considered fully collateralized.

#### Investments

Statutes authorize local governments and other public bodies to invest in obligations of the United States or its agencies thereof, obligations of the Commonwealth of Virginia or political subdivisions thereof, obligations of the International Bank for Reconstruction and Development (World Bank), the Asian Development Bank, the African Development Bank, "prime quality" commercial paper and certain corporate notes; bankers' acceptances, repurchase agreements and the State Treasurer's Local Government Investment Pool (LGIP).

The Authority has adopted a formal investment policy. The goal of the policy is to minimize risk and to ensure the availability of cash to meet Authority expenditures, while generating revenue from the use of funds which might otherwise remain idle. The primary objectives of the Authority's investment activities in priority order are: safety, liquidity and yield. The policy specifies eligible and ineligible investments; diversification requirements; maximum length of time for various types of investments; and the process for purchasing securities.



# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 2. Deposits and Investments (Continued)

#### Credit Risk

The investment policy specifies credit quality for certain types of investments, as described below, in accordance with the *Code of Virginia*, and the policy specifies the qualifications for institutions providing depository and investment services. In addition, the Chief Financial Officer must conduct a quarterly review of the condition of each authorized financial institution and broker/dealer.

Investment	Credit Quality
Savings account or CD's of any bank or savings and loan association within the Commonwealth of Virginia	Bank or savings and loan association must be a "qualified public depository"
Bankers' acceptances	Institution must be "prime quality" as determined by one or more recognized rating services
Commercial paper	Must be "prime quality" as rated by two of the following: Moody's (prime 1); S&P (A-1); Fitch (F-1); Duff and Phelps (D-1)
Corporate notes	Must be "high quality" as defined by ratings of at least AA by S&P and Aa by Moody's
Negotiable certificates of deposit and negotiable bank deposit notes	Must have ratings of at least A-1 by S&P and P-1 by Moody's for short-term instruments and AA by S&P and Aa by Moody's for long-term instruments

#### Custodial Credit Risk

For deposits, custodial credit risk is the risk that in the event of a failure of a depository financial institution, deposits may not be recovered. All cash of the Authority is maintained in accounts collateralized in accordance with the Virginia Security for Public Deposits Act, Section 2.2-4400 et. seq. of the *Code of Virginia* or covered by federal depository insurance. Under the Act, banks holding public deposits in excess of the amounts insured by FDIC must pledge collateral in the amount of 50% of excess deposits to a collateral pool in the name of the State Treasury Board. If any member bank fails, the entire collateral pool becomes available to satisfy the claims of governmental entities. With the ability to make additional assessments, the multiple bank collateral pool functions similarly to depository insurance. The Commonwealth of Virginia Treasury Board is responsible for monitoring compliance with the collateralization and reporting requirements of the Act.

#### Interest Rate Risk

In accordance with its investment policy, the Authority manages its exposure to declines in fair values by limiting the maturity of various investment vehicles, as indicated in the chart below.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 2. Deposits and Investments (Continued)

#### Concentration of Credit Risk

The Authority's investment policy provides limitations on the percentage of the portfolio that can be invested in each type of security, as indicated in the following chart.

The limitations provided in the investment policy for maximum maturity and percentage of the portfolio for each category of investment are as follows:

<b>Class</b>	<b>Length</b>	<b>Percent of Total Portfolio and Cash</b>
Stocks, bonds, notes and other evidences of indebtedness of the Commonwealth of Virginia	60 months or less	75%
Stocks, bonds, notes and other evidences of indebtedness of the United States	60 months or less	100%
Stocks, bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body of the Commonwealth of Virginia	36 months or less	75%
Legally authorized stocks, bonds, notes and other evidences of indebtedness of any city, county, town or district situated in any one of the states of the United States	36 months or less	75%
Savings accounts or time deposits (CDs) in any bank or savings and loan association within the Commonwealth of Virginia	24 months or less	60%
Repurchase Agreements	12 months or less	20%
Bankers' Acceptances	12 months or less	10%
Prime Quality Commercial Paper	270 days or less	35% with a 5% per issuer limit
High Quality Corporate Notes	36 months or less	50%
Certificates representing ownership in either treasury bond principal at maturity or its coupons for accrual periods	36 months or less	25%

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

### Note 2. Deposits and Investments (Continued)

#### Concentration of Credit Risk (Continued)

Class	Length	Percent of Total Portfolio & Cash
The Local Government Investment Pool (LGIP)	N/A	100%
Open End Mutual Funds	N/A	Maximum 20% in any one fund. Prior three year history must exceed internal performance by 25bps, net of management fee
The State Non-Arbitrage Pool (SNAP)	N/A	100% of bond proceeds or debt related reserve account
Negotiable certificates of deposit and negotiable bank deposit notes	24 months or less	25%
External Management Contract	3 years or less	25% of net balance of pooled investments, using lowest portfolio amount as target point. Prior three year history must exceed internal performance by 25bps, net of management fee

As of June 30, 2015, the Authority had investments of \$284,675,464 in the LGIP for governmental activities. The LGIP is a professionally managed money market fund which invests in qualifying obligations and securities as permitted by Virginia statutes. Pursuant to Section 2.2-4605 *Code of Virginia*, the Treasury Board of the Commonwealth sponsors the LGIP and has delegated certain functions to the State Treasurer. The LGIP reports to the Treasury Board at their regularly scheduled monthly meetings. The fair value of the position of the LGIP is the same as the value of the pool shares, i.e., the LGIP maintains a stable net asset value of \$1 per share. The LGIP has been assigned an “AAAm” rating by Standard & Poor’s.

As of June 30, 2015, the Authority had investments of \$75,125,315 in the Commonwealth of Virginia State Non-Arbitrage Program (“SNAP”). SNAP has been established by the Treasury Board of the Commonwealth of Virginia pursuant to the SNAP Act (Chapter 47, Title 2.2, *Code of Virginia* 1950, as amended) to provide comprehensive investment management, accounting and arbitrage rebate calculation services for proceeds of tax-exempt borrowings and other financings of Virginia Issuers subject to Section 148 (and related sections) of the Internal Revenue Code. The SNAP Fund is managed to maintain a dollar-weighted average portfolio maturity of 60 days or less and seeks to maintain a constant net asset value per share of \$1. The SNAP Fund invests in obligations of the United States Government and its agencies, high quality debt obligations of U.S. companies and obligations of financial institutions, and is rated “AAAm” by Standard & Poor’s.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 2. Deposits and Investments (Continued)**

**Bond Proceeds**

Bond proceeds shall be invested in accordance with the requirements and restrictions outlined in the Master Indenture of Trust and the First Supplemental Indenture of Trust both dated December 1, 2014. Bond proceeds shall be invested in SNAP and alternate investment pools that provide assistance to local governments in the investment of bond proceeds and the preparation of rebate calculations in compliance with treasury arbitrage regulations in accordance with the *Code of Virginia* requirements or the Authority's own investment policy.

As of June 30, 2015, the Authority had \$80,664,918 held by the bond trustees, Regions Bank. Of this amount, \$74,647,399 was in the 2014 Project Fund account, \$5,555,140 was in the Debt Service Reserve account, and \$462,379 is the debt service account for payment of principal and interest.

**Note 3. Due To/From Other Governments**

At June 30, 2015, due from other governments consisted of the following:

Due from Commonwealth of Virginia:	Local Distribution Fund	Regional Revenue Fund	Total
Grantors Tax	\$ 1,542,883	\$ 3,600,059	\$ 5,142,942
Sales Tax	12,757,052	29,766,456	42,523,508
Transient Occupancy Tax	2,153,911	5,025,792	7,179,703
Total	<u>\$ 16,453,846</u>	<u>\$ 38,392,307</u>	<u>\$ 54,846,153</u>

Amounts due to other governments as of June 30, 2015 consisted of the following:

	Amount
City of Alexandria	\$ 1,194,460
Arlington County	2,057,873
City of Fairfax	406,072
Fairfax County	7,510,061
City of Falls Church	146,849
Loudoun County	2,722,421
City of Manassas	274,251
City of Manassas Park	70,187
Prince William County	2,071,820
Total	<u>\$ 16,453,994</u>

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 4. Intergovernmental Revenues, Commonwealth of Virginia

Intergovernmental revenues from the Commonwealth of Virginia include additional fees or taxes imposed in each of the Member Jurisdictions as follows:

An additional Retail Sales Tax of .7% is added to the standard rate of retail sales tax imposed by the Virginia Code. The additional tax is not levied upon food purchased for human consumption.

A Regional Congestion Relief Fee (Grantors Tax) equivalent to \$0.15 for each \$100 of value imposed on every deed and deed of trust admitted to record in the Commonwealth subject to certain exceptions and exemptions.

An additional Regional Transient Occupancy Tax (Hotel) at a rate of 2% of the amount of the charge for the occupancy of any room or space.

### Note 5. Capital Assets

Capital asset activity for the year ended June 30, 2015 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets being depreciated:				
Office furniture and equipment	\$ -	\$ 42,668	\$ -	\$ 42,668
Less accumulated depreciation:	-	4,572	-	4,572
Total capital assets being depreciated, net	\$ -	\$ 38,096	\$ -	\$ 38,096

### Note 6. Defined Benefit Pension Plan

#### A. Plan Description

Name of Plan: Virginia Retirement System (VRS)

Identification of Plan: Agent Multiple-Employer Defined Benefit Pension Plan

Administering Entity: Virginia Retirement System (System)

All full-time, salaried permanent employees of the Political Subdivision are automatically covered by VRS Retirement Plan upon employment. This plan is administered by the Virginia Retirement System (the System) along with plans for other employer groups in the Commonwealth of Virginia. Members earn one month of service credit for each month they are employed and for which they and their employer pay contributions to VRS. Members are eligible to purchase prior service, based on specific criteria as defined in the *Code of Virginia*, as amended. Eligible prior service that may be purchased includes prior public service, active military service, certain periods of leave, and previously refunded service.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**A. Plan Description (Continued)**

The System administers three different benefit structures for covered employees – Plan 1, Plan 2, and Hybrid. Each of these benefit structures has a different eligibility criteria. The specific information for each plan and the eligibility for covered groups within each plan are set out in the table below:

<b>Plan 1</b>	<b>Plan 2</b>	<b>Hybrid Retirement Plan</b>
<p><b>About Plan 1</b> Plan 1 is a defined benefit plan. The retirement benefit is based on a member’s age, creditable service and average final compensation at retirement using a formula. Employees are eligible for Plan 1 if their membership date is before July 1, 2010, and they were vested as of January 1, 2013.</p>	<p><b>About Plan 2</b> Plan 2 is a defined plan. The retirement benefit is based on a member’s age, creditable service and average final compensation at retirement using a formula. Employees are eligible for Plan 2 if their membership date is on or after July 1, 2010 or their membership date is before July 1, 2010, and they were not vested as of January 1, 2013.</p>	<p><b>About the Hybrid Retirement Plan</b> The Hybrid Retirement Plan combines the features of a defined benefit plan and a defined contribution plan. Most members hired on or after January 1, 2014 are in this plan, as well as Plan 1 and Plan 2 members who were eligible and opted into the plan during a special election window. (See “Eligible Members”)</p> <ul style="list-style-type: none"><li>• The defined benefit is based on a member’s age, creditable service and average final compensation at retirement using a formula.</li><li>• The benefit from the defined contribution component of the plan depends on the member and employer contributions made to the plan and the investment performance of those contributions.</li><li>• In addition to the monthly benefit payment payable from the defined benefit plan at retirement, a member may start receiving distributions from the balance in the defined contribution account, reflecting the contributions, investment gains or losses, and any required fees.</li></ul>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**A. Plan Description (Continued)**

<b>Plan 1</b>	<b>Plan 2</b>	<b>Hybrid Retirement Plan</b>
<p><b>Eligible Members</b></p> <p>Employees are in Plan 1 if their membership date is before July 1, 2010, and they were vested as of January 1, 2013.</p>	<p><b>Eligible Members</b></p> <p>Employees are in Plan 2 if their membership date is on or after July 1, 2010, or their membership date is before July 1, 2010, and they were not vested as of January 1, 2013.</p>	<p><b>Eligible Members</b></p> <p>Employees are in the Hybrid Retirement Plan if their membership date is on or after January 1, 2014. This includes:</p> <ul style="list-style-type: none"> <li>• Political subdivision employees.*</li> <li>• Members in Plan 1 or Plan 2 who elect to opt into the plan during the election window held January 1 – April 30, 2014; in the plan’s effective date for opt-in members was July 1, 2014.</li> </ul>
<p><b>Hybrid Opt-In Election</b></p> <p>VRS non-hazardous duty covered Plan 1 members were allowed to make an irrevocable decision to opt into the Hybrid Retirement Plan during a special election window held January 1 through April 30, 2014.</p>	<p><b>Hybrid Opt-In Election</b></p> <p>Eligible Plan 2 members were allowed to make an irrevocable decision to opt into the Hybrid Retirement Plan during a special election window held January 1 through April 30, 2014.</p>	<p><b>* Non-Eligible Members</b></p> <p>Some employees are not eligible to participate in the Hybrid Retirement Plan. They include:</p> <ul style="list-style-type: none"> <li>• Political subdivision employees who are covered by enhanced benefits for hazardous duty employees.</li> </ul>
<p>The Hybrid Retirement Plan’s effective date for eligible Plan 1 members who opted in was July 1, 2014.</p>	<p>The Hybrid Retirement Plan’s effective date for eligible Plan 2 members who opted in was July 1, 2014.</p>	<p>Those employees eligible for an optional retirement plan (ORP) must elect the ORP plan or the Hybrid Retirement Plan. If these members have prior service under Plan 1 or Plan 2, they are not eligible to elect the Hybrid Retirement Plan and must select Plan 1 or Plan 2 (as applicable) or ORP.</p>
<p>If eligible deferred members returned to work during the election window, they were also eligible to opt into the Hybrid Retirement Plan.</p>	<p>If eligible deferred members returned to work during the election window, they were also eligible to opt into the Hybrid Retirement Plan.</p>	
<p>Members who were eligible for an optional retirement plan (ORP) and had prior service under Plan 1 were not eligible to elect the Hybrid Retirement Plan and remain as Plan 1 or ORP.</p>	<p>Members who were eligible for an optional retirement plan (ORP) and have prior service under Plan 2 were not eligible to elect the Hybrid Retirement Plan and remain as Plan 2 or ORP.</p>	

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**A. Plan Description (Continued)**

<b>Plan 1</b>	<b>Plan 2</b>	<b>Hybrid Retirement Plan</b>
<p><b>Retirement Contributions</b></p> <p>Employees contribute 5% of their compensation each month to their member contribution account through a pre-tax salary reduction. Some political subdivisions elected to phase in the required 5% member contribution; all employees will be paying the full 5% by July 1, 2016. Member contributions are tax-deferred until they are withdrawn as part of a retirement benefit or as a refund. The employer makes a separate actuarially determined contribution to VRS for all covered employees. VRS invests both member and employer contributions to provide funding for the future benefit payment.</p> <p><b>Creditable Service</b></p> <p>Creditable service includes active service. Members earn creditable service for each month they are employed in a covered position. It also may include credit for prior service the member has purchased or additional creditable service the member was granted. A member's total creditable service is one of the factors used to determine their eligibility for retirement and to calculate their retirement benefit. It also may count toward eligibility for the health insurance credit in retirement, if the employer offers the health insurance credit.</p>	<p><b>Retirement Contributions</b></p> <p>Employees contribute 5% of their compensation each month to their member contribution account through a pre-tax salary reduction. Some political subdivisions elected to phase in the required 5% member contribution; all employees will be paying the full 5% by July 1, 2016.</p> <p><b>Creditable Service</b></p> <p>Same as Plan 1.</p>	<p><b>Retirement Contributions</b></p> <p>A member's retirement benefit is funded through mandatory and voluntary contributions made by the member and the employer to both the defined benefit and the defined contribution components of the plan. Mandatory contributions are based on a percentage of the employee's creditable compensation and are required from both the member and the employer. Additionally, members may choose to make voluntary contributions to the defined contribution component of the plan, and the employer is required to match those voluntary contributions according to specified percentages.</p> <p><b>Creditable Service</b></p> <p><b><u>Defined Benefit Component</u></b></p> <p>Under the defined benefit component of the plan, creditable service includes active service. Members earn creditable service for each month they are employed in a covered position. It also may include credit for prior service the member has purchased or additional creditable service the member was granted. A member's total creditable service is one of the factors used to determine their eligibility for retirement and to calculate their retirement benefit. It also may count toward eligibility for the health insurance credit in retirement, if the employer offers the health insurance credit.</p> <p><b><u>Defined Contribution Component</u></b></p> <p>Under the defined contribution component, creditable service is used to determine vesting for the employer contribution portion of the plan.</p>



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

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Note 6. Defined Benefit Pension Plan (Continued)

A. Plan Description (Continued)

Plan 1	Plan 2	Hybrid Retirement Plan
<p><b>Vesting</b>                      Vesting is the minimum length of service a member needs to qualify for a future retirement benefit. Members become vested when they have at least five years (60 months) of creditable service. Vesting means members are eligible to qualify for retirement if they meet the age and service requirements for their plan. Members also must be vested to receive a full refund of their member contribution account balance if they leave employment and request a refund.</p> <p>Members are always 100% vested in the contributions they make.</p>	<p><b>Vesting</b>                      Same as Plan 1.</p>	<p><b>Vesting</b>  <u><b>Defined Benefit Component</b></u>                      Defined benefit vesting is the minimum length of service a member needs to qualify for a future retirement benefit. Members are vested under the defined benefit component of the Hybrid Retirement Plan when they reach five years (60 months) of creditable service. Plan 1 or Plan 2 members with at least five years (60 months) of creditable service who opted into the Hybrid Retirement Plan remain vested in the defined benefit component.</p> <p><u><b>Defined Contribution Component</b></u>                      Defined contribution vesting refers to the minimum length of service a member needs to be eligible to withdraw the employer contributions from the defined contribution component of the plan.</p> <p>Members are always 100% vested in the contributions they make.</p> <p>Upon retirement or leaving covered employment, a member is eligible to withdraw a percentage of employer contributions to the defined contribution component of the plan, based on service.</p>

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

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Note 6. Defined Benefit Pension Plan (Continued)

A. Plan Description (Continued)

Plan 1	Plan 2	Hybrid Retirement Plan
		<b>Vesting (Continued)</b>
		<b><u>Defined Contribution Component</u> (Continued)</b>
		<ul style="list-style-type: none"> <li>• After two years, a member is 50% vested and may withdraw 50% of employer contributions.</li> <li>• After three years, a member is 75% vested and may withdraw 75% of employer contributions.</li> <li>• After four or more years, a member is 100% vested and may withdraw 100% of employer contributions.</li> </ul>
		Distribution is not required by law until age 70 1/2.
<p><b>Calculating the Benefit</b> The Basic Benefit is calculated based on a formula using the member’s average final compensation, a retirement multiplier and total service credit at retirement. It is one of the benefit payout options available to a member at retirement.</p> <p>An early retirement reduction factor is applied to the Basic Benefit if the member retires with a reduced retirement benefit or selects a benefit payout option other than the Basic Benefit.</p>	<p><b>Calculating the Benefit</b> See definition under Plan 1.</p>	<p><b>Calculating the Benefit</b> <b><u>Defined Benefit Component</u></b> See definition under Plan 1.</p> <p><b><u>Defined Contribution Component</u></b> The benefit is based on contributions made by the member and any matching contributions made by the employer, plus net investment earnings on those contributions.</p>
<p><b>Average Final Compensation</b> A member’s average final compensation is the average of the 36 consecutive months of highest compensation as a covered employee.</p>	<p><b>Average Final Compensation</b> A member’s average final compensation is the average of their 60 consecutive months of highest compensation as a covered employee.</p>	<p><b>Average Final Compensation</b> Same as Plan 2. It is used in the retirement formula for the defined benefit component of the plan.</p>

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

Note 6. **Defined Benefit Pension Plan (Continued)**

A. **Plan Description (Continued)**

<b>Plan 1</b>	<b>Plan 2</b>	<b>Hybrid Retirement Plan</b>
<p><b>Service Retirement Multiplier</b> The retirement multiplier is a factor used in the formula to determine a final retirement benefit. The retirement multiplier for non-hazardous duty members is 1.7%. The retirement multiplier for sheriffs and regional jail superintendents is 1.85%. The retirement multiplier of eligible political subdivision hazardous duty employees other than sheriffs and regional jail superintendents is 1.7% or 1.85% as elected by the employer.</p>	<p><b>Service Retirement Multiplier</b> Same as Plan 1 for service earned, purchased or granted prior to January 1, 2013. For non-hazardous duty members, the retirement multiplier is 1.65% for creditable service earned, purchased or granted on or after January 1, 2013.</p>	<p><b>Service Retirement Multiplier</b> The retirement multiplier for the defined benefit component is 1.0%.  For members that opted into the Hybrid Retirement Plan from Plan 1 or Plan 2, the applicable multipliers for those plans will be used to calculate the retirement benefit for service credited in those plans.</p>
<p><b>Normal Retirement Age</b> Age 65.</p>	<p><b>Normal Retirement Age</b> Normal Social Security retirement age.</p>	<p><b>Normal Retirement Age</b></p> <p><b><u>Defined Benefit Component</u></b> Same as Plan 2.</p> <p><b><u>Defined Contribution Component</u></b> Members are eligible to receive distributions upon leaving employment, subject to restrictions.</p>
<p><b>Earliest Unreduced Retirement Eligibility</b> Age 65 with at least five years (60 months) of creditable service or at age 50 with at least 30 years of creditable service.</p>	<p><b>Earliest Unreduced Retirement Eligibility</b> Normal Social Security retirement age with at least 5 years (60 months) of creditable service or when their age and service equal 90.</p>	<p><b>Earliest Unreduced Retirement Eligibility</b></p> <p><b><u>Defined Benefit Component</u></b> Normal Social Security retirement age and have at least 5 years (60 months) of creditable service or when their age and service equal 90.</p> <p><b><u>Defined Contribution Component</u></b> Members are eligible to receive distributions upon leaving employment, subject to restrictions.</p>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**A. Plan Description (Continued)**

<b>Plan 1</b>	<b>Plan 2</b>	<b>Hybrid Retirement Plan</b>
<p><b>Earliest Reduced Retirement Eligibility</b></p> <p>Age 55 with at least five years (60 months) of creditable service or age 50 with at least 10 years of creditable service.</p>	<p><b>Earliest Reduced Retirement Eligibility</b></p> <p>Age 60 with at least five years (60 months) of creditable service.</p>	<p><b>Earliest Reduced Retirement Eligibility</b></p> <p><b><u>Defined Benefit Component</u></b> Members may retire with a reduced benefit as early as age 60 with at least five years (60 months) of creditable service.</p> <p><b><u>Defined Contribution Component</u></b> Members are eligible to receive distributions upon leaving employment, subject to restrictions.</p>
<p><b>Cost-of-Living Adjustment (COLA) in Retirement</b></p> <p>The Cost-of-Living Adjustment (COLA) matches the first 3% increase in the Consumer Price Index for all Urban Consumers (CPI-U) and half of any additional increase (up to 4%) up to a maximum COLA of 5%.</p> <p><b><u>Eligibility:</u></b> For members who retire with an unreduced benefit or with a reduced benefit with at least 20 years of creditable service, the COLA will go into effect on July 1 after one full calendar year from the retirement date.</p> <p>For members who retire with a reduced benefit and who have less than 20 years of creditable service, the COLA will go into effect on July 1 after one calendar year following the unreduced retirement eligibility date.</p>	<p><b>Cost-of-Living Adjustment (COLA) in Retirement</b></p> <p>The Cost-of-Living Adjustment (COLA) matches the first 2% increase in the CPI-U and half of any additional increase (up to 2%) for a maximum COLA of 3%.</p> <p><b><u>Eligibility:</u></b> Same as Plan 1.</p>	<p><b>Cost-of-Living Adjustment (COLA) in Retirement</b></p> <p><b><u>Defined Benefit Component</u></b> Same as Plan 2.</p> <p><b><u>Defined Contribution Component</u></b> Not applicable.</p> <p><b><u>Eligibility:</u></b> Same as Plan 1 and Plan 2.</p>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**A. Plan Description (Continued)**

<b>Plan 1</b>		<b>Plan 2</b>		<b>Hybrid Retirement Plan</b>	
<b>Cost-of-Living (COLA) in Retirement (Continued)</b>	<b>Adjustment in Retirement</b>	<b>Cost-of-Living (COLA) in Retirement (Continued)</b>	<b>Adjustment in Retirement</b>	<b>Cost-of-Living (COLA) in Retirement (Continued)</b>	<b>Adjustment in Retirement</b>
<b><u>Exceptions to COLA Effective Dates:</u></b>		<b><u>Exceptions to COLA Effective Dates:</u></b>		<b><u>Exceptions to COLA Effective Dates:</u></b>	
The COLA is effective July 1 following one full calendar year (January 1 to December 31) under any of the following circumstances:		Same as Plan 1.		Same as Plan 1 and Plan 2.	
<ul style="list-style-type: none"> <li>• The member is within five years of qualifying for an unreduced retirement benefit as of January 1, 2013.</li> <li>• The member retires on disability.</li> <li>• The member retires directly from short-term or long-term disability under the Virginia Sickness and Disability Program (VSDP).</li> <li>• The member is involuntarily separated from employment for causes other than job performance or misconduct and is eligible to retire under the Workforce Transition Act or the Transitional Benefits Program.</li> <li>• The member dies in service and the member's survivor or beneficiary is eligible for a monthly death-in-service benefit. The COLA will go into effect on July 1 following one full calendar year (January 1 to December 31) from the date the monthly benefit begins.</li> </ul>					

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

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Note 6. Defined Benefit Pension Plan (Continued)

A. Plan Description (Continued)

Plan 1	Plan 2	Hybrid Retirement Plan
<p><b>Disability Coverage</b></p> <p>Members who are eligible to be considered for disability retirement and retire on disability, the retirement multiplier is 1.7% on all service regardless of when it was earned, purchased or granted.</p> <p>VSDP members are subject to a one-year waiting period before becoming eligible for non-work related disability benefits.</p> <p><b>Purchase of Prior Service</b> Members may be eligible to purchase service from previous public employment, active duty military service, an eligible period of leave or VRS refunded service as creditable service in their plan. Prior creditable service counts toward vesting, eligibility for retirement and the health insurance credit. Only active members are eligible to purchase prior service. When buying service, members must purchase their most recent period of service first. Members also may be eligible to purchase periods of leave without pay.</p>	<p><b>Disability Coverage</b></p> <p>Members who are eligible to be considered for disability retirement and retire on disability, the retirement multiplier is 1.65% on all service regardless of when it was earned, purchased or granted.</p> <p>VSDP members are subject to a one-year waiting period before becoming eligible for non-work related disability benefits.</p> <p><b>Purchase of Prior Service</b> Same as Plan 1.</p>	<p><b>Disability Coverage</b></p> <p>Eligible political subdivisions (including Plan 1 and Plan 2 opt-ins) participate in the Virginia Local Disability Program (VLDP) unless their local governing body provides an employer-paid comparable program for its members.</p> <p>Hybrid members (including Plan 1 and Plan 2 opt-ins) covered under VLDP are subject to a one-year waiting period before becoming eligible for non-work related disability benefits.</p> <p><b>Purchase of Prior Service</b> <b><u>Defined Benefit Component</u></b> Same as Plan 1, with the following exceptions:</p> <ul style="list-style-type: none"> <li>• Hybrid Retirement Plan members are ineligible for ported services.</li> <li>• The cost for purchasing refunded service is the higher of 4% of creditable compensation or average final compensation.</li> <li>• Plan members have one year from their date of hire or return from leave to purchase all but refunded prior service at approximate normal cost. After that one year period, the rate for most categories of service will change to actuarial cost.</li> </ul> <p><b><u>Defined Contribution Component</u></b> Not applicable.</p>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**A. Plan Description (Continued)**

VRS issues a publicly available CAFR that includes financial statements and required supplementary information for the plans which it administers. A copy of that report may be obtained by writing to Virginia Retirement System, P.O. Box 2500, Richmond, Virginia 23218-2500, or from their website at [www.varetire.org](http://www.varetire.org).

**B. Employees Covered by Benefit Terms**

As of June 30, 2015, the following employees were covered by the benefit terms of the pension plan:

Active Members	<u>6</u>
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**C. Contributions**

The contribution requirement for active employees is governed by §51.1-145 of the *Code of Virginia*, as amended, but may be impacted as a result of funding options provided to political subdivisions by the Virginia General Assembly. Employees are required to contribute 5.00% of their compensation toward their retirement. Prior to July 1, 2012, all or part of the 5.00% member contribution may have been assumed by the employer. From the commencement of the Authority's plan in October 2014, employees were required to pay the 5% member contribution. In addition, for existing employees, employers were required to begin making the employee pay the 5.00% member contribution. This could be phased in over a period of up to 5 years and the employer is required to provide a salary increase equal to the amount of the increase in the employee-paid member contribution.

The Authority's contractually required contribution rate for the year ended June 30, 2015 was 6.79% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation. This rate, when combined with employee contributions, was expected to finance the costs of benefits earned by an employee during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the pension plan from the Authority were \$33,225 for the year ended June 30, 2015.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

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**Note 6. Defined Benefit Pension Plan (Continued)**

**D. Actuarial Assumptions – General Employees**

The total pension liability for General Employees in the Authority’s retirement plan was based on an actuarial valuation using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2014.

Inflation	2.5 percent
Salary increases, including inflation	3.5 percent – 5.35 percent
Investment rate or return	7.0 percent, net of pension plan investment expense, including inflation*

\* Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 7.0%. However, since the difference was minimal, and a more conservative 7.0% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 7.0% to simplify preparation of pension liabilities.

Mortality rates: 14% of deaths are assumed to be service related.

Pre-Retirement:

RP-2000 Employee Mortality Table Projected with Scale AA to 2020 with males set forward 4 years and females were set back 2 years.

Post-Retirement:

RP-2000 Combined Mortality Table Projected with Scale AA to 2020 with males set forward 1 year.

Post-Disablement:

RP-2000 Disability Life Mortality Table Projected to 2020 with males set back 3 years and no provision for future mortality improvement.



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

NOTES TO THE FINANCIAL STATEMENTS

Note 6. Defined Benefit Pension Plan (Continued)

E. Long-Term Expected Rate of Return

The long-term expected rate of return on pension System investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension System investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation is best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class (Strategy)	Target Allocation	Weighted Average Long-Term Expected Rate of Return
U.S. Equity	19.50%	1.26%
Developed Non-U.S. Equity	16.50%	1.04%
Emerging Market Equity	6.00%	0.60%
Fixed Income	15.00%	0.01%
Emerging Debt	3.00%	0.11%
Rate Sensitive Credit	4.50%	0.16%
Non-Rate Sensitive Credit	4.50%	0.23%
Convertibles	3.00%	0.14%
Public Real Estate	2.25%	0.14%
Private Real Estate	12.75%	0.91%
Private Equity	12.00%	1.25%
Cash	1.00%	-0.02%
Total	100.00%	5.83%
	Inflation	2.50%
	* Expected arithmetic nominal return	8.33%

\* Using stochastic projection results provides an expected range of real rates of return over various time horizons. Looking at one year results produces an expected real return of 8.33% but also has a high standard deviation, which means there is high volatility. Over larger time horizons, the volatility declines significantly and provides a median return of 7.44%, including expected inflation of 2.50%.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### Note 6. Defined Benefit Pension Plan (Continued)

#### F. Discount Rate

The discount rate used to measure the total pension liability was 7.0%. The projection of cash flows used to determine the discount rate assumed that System member contributions will be made per the VRS Statutes and the employer contributions will be made in accordance with the VRS funding policy at rates equal to the difference between actuarially determined contribution rates adopted by the VRS Board of Trustees and the member rate. Through the fiscal year ending June 30, 2018, the rate contributed by the employer for the Authority retirement plan will be subject to the portion of the VRS Board-certified rates that are funded by the Virginia General Assembly. From July 1, 2018 on, participating employers are assumed to contribute 100% of the actuarially determined contribution rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current active and inactive employees. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

### Note 7. Operating Leases and Agreements

#### Governmental Activities

The Authority leases office space under a 60-month agreement which commenced on October 6, 2014 and expires October 31, 2019. The lease provides for 2.5% annual increases in base rent over the term of the lease, and the pass through of a proportionate share of the building core factor and common areas. The lease contains a provision for the abatement of the first 5.5 months of rent. Rent expense for Governmental Activities as reported in the government wide financial statements totaled \$25,294.

As of June 30, 2015, the minimum long-term lease commitments were as shown below:

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 93,900
2017	96,248
2018	98,654
2019	<u>101,120</u>
Total	<u>\$ 389,922</u>

### Note 8. Long-Term Debt Obligations

During fiscal year 2015, the Authority issued \$69,045,000 of Transportation Special Tax Revenue Bonds to pay (i) certain transportation projects in the Authority member localities or (ii) certain mass transit capital projects serving the Authority member localities, (iii) the issuance and financing costs of the bonds, and (iv) to a fund debt service reserve fund for the bonds. The bonds were issued at a premium of \$11,928,792 which will be amortized over the life of the bonds.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS**

**Note 8. Long-Term Debt Obligations (Continued)**

**Transportation Special Tax Revenue Bonds**

The special tax revenue bonds are direct obligations of the Authority and secured by the Authority's Regional Revenue and a debt service reserve of \$5,551,150 based on the maximum annual debt service calculation. These bonds were issued pursuant to the Master Indenture of Trust dated December 1, 2014 and the First Supplemental Indenture of Trust dated December 1, 2014. The bonds are issued as serial bonds and are the first series of transportation bonds to be issued under the Master Indenture.

\$69,045,000 2014 Transportation Special Tax Revenue  
 Bonds due in annual principal payments of \$2,310,000  
 to \$5,285,000 through June 2034, interest at 3.00% to 5.00% \$ 67,560,000

The following is a summary of long-term liability activity for the year ended June 30, 2015:

**Changes in Long-Term Debt Obligations:**

	Beginning Balance	Increases	Decreases	Ending Balance	Due in One Year
Compensated Absences	\$ 8,768	\$ 33,254	\$ 23,864	\$ 18,158	18,158
Transportation Special Tax Revenue Bonds	-	69,045,000	1,485,000	67,560,000	2,310,000
Unamortized Premiums	-	11,928,792	298,220	11,630,572	-
Total governmental activities	<u>\$ 8,768</u>	<u>\$ 81,007,046</u>	<u>\$ 1,807,084</u>	<u>\$ 79,208,730</u>	<u>2,328,158</u>

Federal arbitrage regulations apply to the Authority's special tax revenue bonds.

Funds are invested by the Trustee pursuant to the provisions of the Master Indenture and the First Supplemental Indenture of Trust. The Authority's 2014 Project Fund and Debt Service Reserve Fund are invested by the Trustee with SNAP, the Debt Service Fund is invested directly with Regions and is classified as restricted.

The debt service requirements for the Authority's bonds are as follows:

Year ending June 30,	Principal	Interest	Totals
2016	\$ 2,310,000	\$ 3,238,550	\$ 5,548,550
2017	2,405,000	3,146,150	5,551,150
2018	2,500,000	3,049,950	5,549,950
2019	2,600,000	2,949,950	5,549,950
2020	2,730,000	2,819,950	5,549,950
2021-2025	15,575,000	12,168,200	27,743,200
2026-2030	19,760,000	7,980,250	27,740,250
2031-2034	19,680,000	2,520,000	22,200,000
Total	<u>\$ 67,560,000</u>	<u>\$ 37,873,000</u>	<u>\$ 105,433,000</u>

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## NOTES TO THE FINANCIAL STATEMENTS

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### **Note 9. Line of Credit**

During fiscal year 2014, the Authority approved financing for certain transportation projects to be financed with proceeds from a line of credit obtained in June 2014. The line was retired in December 2014 upon the issuance of the Transportation Special Tax Revenue Bonds, Series 2014.

### **Note 10. Risk Management**

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. To reduce insurance costs and the need for self-insurance, the Authority has joined with other political subdivisions in the Commonwealth of Virginia in the VML Insurance Programs. The Authority has coverage with the VML Insurance Programs. Each Program member jointly and severally agrees to assume, pay and discharge any liability. The Authority pays VML the contributions and assessments based upon classifications and rates into a designated cash reserve fund out of which expenses of the Program and claims and awards are to be paid.

### **Note 11. Pending GASB Statements**

At June 30, 2015, the Governmental Accounting Standards Board (GASB) had issued statements not yet implemented by the Authority. The statements which might impact the Authority are as follows:

GASB Statement No. 72, *Fair Value Measurement and Application*, will improve measurement and application by state and local governments for fair value. Statement No. 72 will be effective for fiscal years beginning after June 15, 2015.

GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, will improve accounting and financial reporting by state and local governments for pensions. It will also improve the comparability of pension-related information. Statement No. 73 will be effective for fiscal years beginning after June 15, 2015.

GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, will improve financial reporting by state and local governments for OPEB. It also provides information for changes of OPEB liabilities from year to year. Statement No. 74 will be effective for fiscal years beginning after June 15, 2016.

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, will improve accounting and financial reporting by state and local governments for OPEB. It will also require the recognition of the entire OPEB liability and a comprehensive measure of OPEB expense. Statement No. 75 will be effective for fiscal years beginning after June 15, 2017.

GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, will improve financial reporting for state and local governments by providing greater reporting guidance to provide less variation in financial reporting. Statement No. 76 will be effective for fiscal years beginning after June 15, 2015.

Management has not yet determined the effect these statements will have on its financial statements.

***SUPPLEMENTARY INFORMATION***

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENDITURES**

**Year Ended June 30, 2015**

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Expenditures	
Salaries and wages	\$ 648,340
Employee group insurance	122,705
Professional services	66,385
Employer payroll taxes	48,082
Office furniture and equipment	42,668
Technical and hosting services	32,355
Office rent	25,294
Copier printing and duplication	12,652
Office supplies	7,152
Authority meeting	6,442
Phone services	5,827
Professional development and training	4,674
Computer and software purchases	4,242
Insurance and liability bonds	3,689
Mileage and transportation	3,647
Miscellaneous	1,991
	<hr/>
<b>Total expenditures</b>	<b>\$ 1,036,145</b>
	<hr/> <hr/>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**SCHEDULE OF CHANGES IN NET POSITION BY JURISDICTION**

**LOCAL DISTRIBUTION FUND (30%)**

**Year Ended June 30, 2015**

	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church	Loudoun County	City of Manassas	City of Manassas Park	Prince William County	Totals
<b>Revenues</b>										
Intergovernmental:										
Commonwealth of Virginia										
Grantors tax	\$ 1,132,589	\$ 1,398,777	\$ 91,094	\$ 6,049,657	\$ 88,828	\$ 2,674,630	\$ 101,889	\$ 47,506	\$ 1,598,358	\$ 13,183,328
Sales tax	4,286,657	7,224,816	2,067,947	31,932,665	670,483	12,186,874	1,427,610	369,403	10,456,717	70,623,172
Transient occupancy tax	997,269	2,800,315	79,046	3,199,860	51,307	775,235	17,660	-	404,980	8,325,672
NVTVA fund interest income	4,528	9,331	431	19,270	289	8,105	347	146	4,626	47,073
Interest Income	251	430	72	1,577	36	609	72	36	502	3,585
<b>Total revenues</b>	<b>6,421,294</b>	<b>11,433,669</b>	<b>2,238,590</b>	<b>41,203,029</b>	<b>810,943</b>	<b>15,645,453</b>	<b>1,547,578</b>	<b>417,091</b>	<b>12,465,183</b>	<b>92,182,830</b>
<b>Expenditures</b>										
Distribution of 30% local funds	6,421,328	11,433,704	2,238,593	41,203,102	810,945	15,645,476	1,547,581	417,091	12,465,207	92,183,027
<b>Total expenditures</b>	<b>6,421,328</b>	<b>11,433,704</b>	<b>2,238,593</b>	<b>41,203,102</b>	<b>810,945</b>	<b>15,645,476</b>	<b>1,547,581</b>	<b>417,091</b>	<b>12,465,207</b>	<b>92,183,027</b>
<b>Net change in fund balance</b>	<b>(34)</b>	<b>(35)</b>	<b>(3)</b>	<b>(73)</b>	<b>(2)</b>	<b>(23)</b>	<b>(3)</b>	<b>-</b>	<b>(24)</b>	<b>(197)</b>
Fund Balance, beginning of year	34	35	3	73	2	23	3	-	24	197
Fund Balance, end of year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## **COMPLIANCE SECTION**





**INDEPENDENT AUDITOR'S REPORT ON  
INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Honorable Authority Board Members  
Northern Virginia Transportation Authority  
Fairfax, Virginia

We have audited, in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *Specifications for Audits of Authorities, Boards and Commissions*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia, the financial statements of the governmental activities, each major fund, and the remaining fund information of Northern Virginia Transportation Authority (Authority), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated November 2, 2015.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*PBMares, LLP*

Harrisonburg, Virginia  
November 2, 2015

**NORTHERN VIRGINIA  
TRANSPORTATION AUTHORITY**

**REPORT TO THE HONORABLE  
AUTHORITY BOARD MEMBERS**

**November 2, 2015**



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ASSURANCE, TAX & ADVISORY SERVICES



To the Honorable Authority Board Members  
Northern Virginia Transportation Authority  
Fairfax, Virginia

We are pleased to present this report related to our audit of the basic financial statements and compliance of the Northern Virginia Transportation Authority (Authority) for the year ended June 30, 2015. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the Authority's financial and compliance reporting process.

This report is intended solely for the information and use of the Authority Board Members and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have regarding this report. We appreciate the opportunity to continue to be of service to the Authority.

*PBMares, LLP*

Harrisonburg, Virginia  
November 2, 2015

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**TABLE OF CONTENTS**

---

Required Communications	1 – 2
New GASB Pronouncements	3
Significant Written Communications Between Management and Our Firm	
Arrangement Letter	
Representation Letter	

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# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## Required Communications Year Ended June 30, 2015

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the basic financial statements audit and compliance reporting process, as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial and compliance reporting process.

Area	Comments
<b>Our Responsibilities With Regard to the Financial Statements and Compliance Audit</b>	Our responsibilities under auditing standards generally accepted in the United States of America; <i>Government Auditing Standards</i> , issued by the Comptroller General of the United States and <i>Specifications for Audits of Authorities, Boards and Commissions</i> provided by the Auditor of Public Accounts of the Commonwealth of Virginia have been described to you in our arrangement letter dated June 12, 2015.
<b>Overview of the Planned Scope and Timing of the Financial Statements and Compliance Audit</b>	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
<b>Accounting Policies and Practices</b>	<b>Preferability of Accounting Policies and Practices</b>  Under accounting principles generally accepted in the United States of America, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.  <b>Adoption of, or Change in, Accounting Policies</b>  Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Authority. The Authority adopted the Governmental Accounting Standards Board (GASB) Statement No. 68, <i>Accounting and Financial Reporting for Pensions</i> , and GASB Statement No. 71, <i>Pension Transition for Contributions Made Subsequent to Measurement Date – an amendment of GASB Statement No. 68</i> . While the Authority adopted each of these statements, data was not available related to the Authority's potential pension liability. Until the Authority receives its first actuarial report, the potential pension liability cannot be determined.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**Required Communications (Continued)  
Year Ended June 30, 2015**

<b>Area</b>	<b>Comments</b>
<b>Accounting Policies and Practices (Continued)</b>	<b>Significant or Unusual Transactions</b>  We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.  <b>Management's Judgments and Accounting Estimates</b>  We are not aware of any sensitive accounting estimates made by management.
<b>Audit Adjustments</b>	There were no audit adjustments made to the original trial balance presented to us to begin our audit.
<b>Uncorrected Misstatements</b>	We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.
<b>Disagreements With Management</b>	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the basic financial statements.
<b>Consultations With Other Accountants</b>	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
<b>Significant Issues Discussed With Management</b>	No significant issues arising from the audit were discussed with or were the subject of correspondence with management.
<b>Significant Difficulties Encountered in Performing the Audit</b>	We did not encounter any significant difficulties in dealing with management during the audit.
<b>Significant Written Communications Between Management and Our Firm</b>	Copies of significant written communications between our firm and management of the Authority, including the representation letter provided to us by management, are attached.

# NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## New GASB Pronouncements Year Ended June 30, 2015

At June 30, 2015, the Governmental Accounting Standards Board (GASB) issued several statements not yet implemented by the Authority. The statements which might impact the Authority are as follows:

GASB Statement No. 72, *Fair Value Measurement and Application*, will improve measurement and application by state and local governments for fair value. Statement No. 72 will be effective for fiscal years beginning after June 15, 2015.

GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, will improve accounting and financial reporting by state and local governments for pensions. It will also improve the comparability of pension-related information. Statement No. 73 will be effective for fiscal years beginning after June 15, 2015.

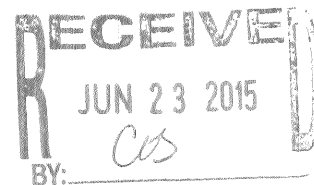
GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, will improve financial reporting by state and local governments for OPEB. It also provides information for changes of OPEB liabilities from year to year. Statement No. 74 will be effective for fiscal years beginning after June 15, 2016.

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, will improve accounting and financial reporting by state and local governments for OPEB. It will also require the recognition of the entire OPEB liability and a comprehensive measure of OPEB expense. Statement No. 75 will be effective for fiscal years beginning after June 15, 2017.

GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, will improve financial reporting for state and local governments by providing greater reporting guidance to provide less variation in financial reporting. Statement No. 76 will be effective for fiscal years beginning after June 15, 2015.



## **ARRANGEMENT LETTER**



June 12, 2015

Northern Virginia Transportation Authority  
3040 Williams Drive, Suite 200  
Fairfax, Virginia 22031

Attention: Monica Backmon, Executive Director

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested we audit the financial statements of the Northern Virginia Transportation Authority (Authority) as of and for the year ending June 30, 2015. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing opinions on the financial statements.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; *Government Auditing Standards* issued by the Comptroller General of the United States and the *Specifications for Audits of Authorities, Boards and Commissions* provided by the Auditor of Public Accounts for the Commonwealth of Virginia. Those standards and specifications require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. Also, an audit is not designed to detect fraud or errors that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Finance Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds you have told us are maintained by the Authority and are to be included as part of our audit are listed here:

- General Fund
- 30% Distribution Fund
- 70% Regional Revenue Fund
- Debt Service Fund

There are no component units that should be included in your financial statements.

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and specifications identified above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and specifications identified above.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and

e. To provide us with:

- (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
- (2) Additional information that we may request from management for the purpose of the audit;
- (3) Unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence; and
- (4) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items that:

- a. Management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. It believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring the Authority complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, analysts, regulators, or others;

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the RSI and supplementary information and that indicates the auditor has reported on such RSI and supplementary information. Management also agrees to present the RSI and supplementary information with the audited financial statements or, if the RSI and supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the RSI and supplementary information no later than the date of issuance of the RSI and supplementary information and the auditor's report thereon.

The Finance Committee is responsible for informing us of its views about the risks of fraud or abuse within the Authority, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the Authority.

The Authority agrees it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Authority agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements may be necessary. The Authority agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Authority seeks such consent, we will be under no obligation to grant such consent or approval.

### **The Authority's Records and Assistance**

If circumstances arise relating to the condition of the Authority's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Authority's books and records. The Authority will determine all such data, if necessary, will be so reflected. Accordingly, the Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Authority personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Michael Longhi, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report can be located on our website at [www.pbmares.com](http://www.pbmares.com).

### **Fees, Costs, and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based on the following criteria:

- a. Anticipated cooperation from Authority personnel;
- b. Timely responses to our inquiries;
- c. Timely completion and delivery of client assistance requests;
- d. Timely communication of all significant accounting and financial reporting matters; and
- e. The assumption unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fee for the services described in this letter will not exceed \$19,000 unless the scope of the engagement is changed, the assistance which the Authority has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding and upon approval of both parties. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Authority agrees it will compensate us for any additional costs incurred as a result of the Authority's employment of any of our partners or professional employees.

In the event we are requested or authorized by the Authority or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Authority, the Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of PBMares, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of PBMares, LLP audit personnel and at a location designated by our Firm.

#### **Claim Resolution**

We and the Authority agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the later of the date of the issuance of our audit report or the date of this arrangement letter if no report has been issued. The Authority waives any claim for punitive damages. PBMares, LLP's liability for all claims, damages and costs of the Authority arising from this engagement is limited to the amount of fees paid by the Authority to PBMares, LLP for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

#### **Reporting**

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to Board Members of the Authority. We cannot provide assurance an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matters paragraphs, or withdraw from the engagement.

In addition to our report on the Authority's financial statements, we will also issue the following reports, if applicable:

- Report on internal control related to the financial statements. This report will describe the scope of testing of internal control and the results of our tests of internal controls.
- Report on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

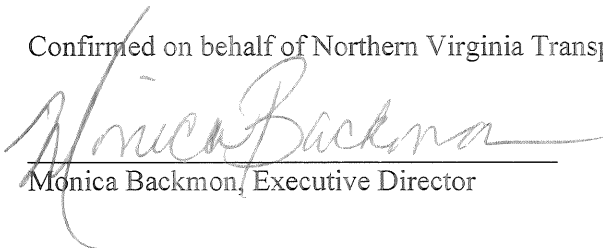
PBMares, LLP



Michael A. Garber, Partner

MAG/sae

Confirmed on behalf of Northern Virginia Transportation Authority:

  
\_\_\_\_\_  
Monica Backmon, Executive Director

6/24/15  
\_\_\_\_\_  
Date

## **REPRESENTATION LETTER**





# Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

November 2, 2015

PBMares, LLP  
P. O. Box 1226  
Harrisonburg, Virginia 22803

This representation letter is provided in connection with your audit of the basic financial statements of Northern Virginia Transportation Authority (Authority) as of and for the year ended June 30, 2015 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

### *Compliance Considerations*

In connection with your audit, conducted in accordance with *Government Auditing Standards*, we confirm management:

1. Is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the auditee.
2. Has not identified any instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
3. Has not identified any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts that have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
4. Has not identified any instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
5. Has a process to track the status of audit findings and recommendations.
6. Has provided views on the auditor's reported findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report.

We confirm, to the best of our knowledge and belief, as of November 2, 2015, the following representations made to you during your audit:

*Financial Statements*

7. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated June 12, 2015, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
8. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
9. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
10. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take.
11. We have disclosed all interfund transactions, including interfund transfers, which have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
12. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment have been disclosed.
13. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP, if any.
14. The following have been properly recorded and/or disclosed in the financial statements:
  - a. Net position and fund balance classifications.
  - b. The fair value of investments.
  - c. Leases and material amounts of rental obligations under long-term leases.
  - d. The effect on the financial statements of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to Measurement Date – an amendment of GASB Statement No. 68*, GASB Statement No. 72, *Fair Value Measurement and Application*, GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68*, and *Amendments to Certain Provisions of GASB Statements 67 and 68*, GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, and GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, which have been issued, but which we have not yet adopted.

- e. Deposits and investment securities categories of risk.
  - f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.
15. We have no plans or intentions that may materially affect the carrying value or classification of assets. In that regard:
- a. The Authority has no significant amounts of idle property and equipment.
  - b. The Authority has no plans or intentions to discontinue the operations of any activities or programs or to discontinue any significant operations.
16. We are responsible for making the accounting estimates included in the financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made to reduce receivables to their estimated net collectable amounts, if necessary.
17. There are no:
- a. Material transactions that have not been properly recorded in the accounting records underlying the financial statements.
  - b. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a “potentially responsible party” by the Environmental Protection Agency in connection with any environmental contamination.
  - c. Material liabilities or gain or loss contingencies that are required to be accrued or disclosed by the Contingencies Topic of the FASB Accounting Standards Codification.
  - d. Guarantees, whether written or oral, under which the Authority is contingently liable.
  - e. Agreements to repurchase assets previously sold.
  - f. Security agreements in effect under the Uniform Commercial Code.
  - g. Liens or encumbrances on assets or revenues or any assets or revenues which were pledged as collateral for any liability or which were subordinated in any way.
  - h. Liabilities which are subordinated in any way to any other actual or possible liabilities.
  - i. Debt issue repurchases options or agreements, or sinking fund debt repurchases ordinance requirements.
  - j. Significant estimates and material concentrations known to management which are required to be disclosed.

- k. Authorized but unissued bonds and/or notes.
  - l. Risk financing activities.
  - m. Derivative financial instruments.
  - n. Special or extraordinary items.
  - o. Arbitrage rebate liabilities.
  - p. Risk retentions, including uninsured losses or loss retentions (deductibles) attributable to events occurring through June 30, 2015 and/or for expected retroactive insurance premium adjustments applicable to periods through June 30, 2015.
  - q. Material losses to be sustained in the fulfillment of, or from the inability to fulfill, any service commitments.
  - r. Material losses to be sustained as a result of purchase commitments.
  - s. Environmental cleanup obligations.
  - t. Contractual obligations for construction and purchase of real property or equipment.
18. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5 and/or GASB Statement No. 10.
19. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.
20. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
21. Net position (restricted and unrestricted) and fund balances are properly classified and, when applicable, approved.
22. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the Statement of Activities, and allocations have been made on a reasonable basis.
23. Revenues are appropriately classified in the Statement of Activities within program revenues and general revenues.
24. We have no knowledge of any uncorrected misstatements in the financial statements.

*Information Provided*

25. We have provided you with:
  - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the Authority from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of the governing body and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
26. All transactions have been recorded in the accounting records and are reflected in the financial statements.
27. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
28. We have no knowledge of allegations of fraud or suspected fraud, affecting the Authority's financial statements involving:
  - a. Management.
  - b. Employees who have significant roles in the internal control.
  - c. Others where the fraud could have a material effect on the financial statements.
29. We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's financial statements received in communications from employees, former employees, analysts, regulators, or others.
30. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects were considered when preparing financial statements.
31. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
32. We have informed you of the material weakness in the design or operation of internal controls that could adversely affect the Authority's ability to record, process, summarize, and report financial data.
33. We are aware of no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

34. We are responsible for determining that significant events or transactions that have occurred since the statement of net position date and through November 2, 2015 have been recognized or disclosed in the financial statements. No events or transactions have occurred subsequent to the statement of net position date and through November 2, 2015 that would require recognition or disclosure in the financial statements. We further represent that as of November 2, 2015, the financial statements were complete in a form and format that complied with accounting principles generally accepted in the United States of America, and all approvals necessary for issuance of the financial statements had been obtained.

*Supplementary Information*

35. With respect to supplementary information presented in relation to the financial statements as a whole:

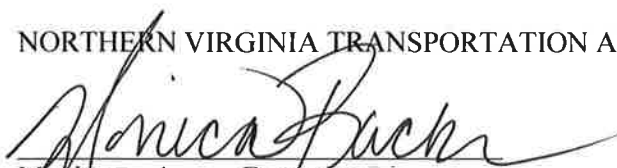
- a. We acknowledge our responsibility for the presentation of such information.
- b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.
- c. The methods of measurement or presentation have not changed from those used in the prior period.

36. With respect to the Management's Discussion and Analysis presented as required by the Governmental Accounting Standards Board to supplement the basic financial statements:

- a. We acknowledge our responsibility for the presentation of such required supplementary information.
- b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
- c. The methods of measurement or presentation have not changed from those used in the prior period.

37. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

  
Monica Backmon, Executive Director

11/2/2015  
Date Signed

  
Michael Longhi, Chief Financial Officer

Nov 2, 2015  
Date Signed

  
Peggy Teal, Assistant Finance Officer

11/2/2015  
Date Signed



To the Honorable Authority Board Members  
Northern Virginia Transportation Authority  
Fairfax, Virginia

In connection with our audit of the financial statements of the Northern Virginia Transportation Authority (the Authority) for the year ended June 30, 2015, we have the following comments, suggestion, and information for your consideration.

*We consider the following items to be control deficiencies that should be communicated to the Authority.*

***Journal Entry Approval***

During our preliminary fieldwork it was noted the Assistant Finance Officer had the ability to post journal entries prior to approval of the Chief Financial Officer and a majority of the entries posted were recurring entries related to payroll and wire transfers which are routine in nature. We believe the Authority should adopt a policy in which its Chief Financial Officer reviews any nonstandard journal entries outside the normal course of operations. This process would improve controls over adjustments to the general ledger and financial information.

It was noted, subsequent to preliminary fieldwork and before the commencement of final fieldwork, the Authority implemented procedures in which the Chief Financial Officer was reviewing journal entries prior to the Assistant Finance Officer posting the adjustments to the general ledger.

***Proper Approval of Expenditures***

During our audit procedures related to controls over expenditures, it was noted one transaction did not have the proper signatures as required by the Authority's procurement policy. The Authority's procurement policy states, all expenditures exceeding \$15,000 require two signatures on the corresponding check. However, the item selected for testing did not have two signatures. It was noted all other tested transactions exceeding \$15,000 had the necessary dual signatures. We recommend the Authority adhere to its procurement policy to ensure all expenditures are properly approved prior to payment.

*We included the following suggestion for your consideration.*

***Accounting Policy and Procedures Manual***

As a result of implementing a new accounting system, many changes related to the processing and reporting of financial information may occur. We recommend management update its policy and procedures manual related to financial reporting to reflect the responsibilities of individuals to align with the new accounting system.

\* \* \* \* \*

This report is intended solely for the information and use of management, the Authority, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

If you have any questions concerning these items, or if we can be of further assistance, please contact us. We thank you for the opportunity to conduct your audit for the year ended June 30, 2015 and express our appreciation to everyone for their cooperation during this engagement.

*PBMares, LLP*

Harrisonburg, Virginia  
November 2, 2015



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

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

**DATE:** November 6, 2015

**SUBJECT:** Budget Adjustment – Regional Revenue Fund Budget

---

1. **Purpose:** Approval of a budget adjustment to cancel a FY2015-16 appropriation of \$8,995,000 million in Regional Revenue Funds. This action will make those funds available for Regional Revenue Fund purposes.
2. **Suggested Motion:** *I move approval of the voluntary request from the Washington Metropolitan Area Transit Authority (WMATA) to withdraw its FY2015/16 funding request of \$8,995,000 for 8-Car Traction Power Upgrades for the Orange Line, and cancellation of the FY2015/16 appropriation.*
3. **Background:**
  - a. In April 2015, the Authority appropriated \$8,995,000 in FY2015-16 funds for a WMATA project designed to supply capacity to support the future expanded use of eight car trains on the Orange Line.
  - b. On November 6, 2015, the Authority received a letter from WMATA requesting withdrawal of the funding application (copy attached).
  - c. The Authority needs to take budget action to release the FY2015-16 appropriation of \$8,995,000.
  - d. All regional revenues are considered restricted use funds (meaning these funds can only be used in accord with HB2313), removal of this appropriation will result in an increase of regional revenue funds available for future project appropriation by the Authority.

**Attachment:** November 6, 2015 Letter from WMATA to NVTA



November 6, 2015

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

Dear Ms. Backmon:

In April 2015, the Northern Virginia Transportation Authority (NVTA) approved its FY2015-2016 regional multimodal transportation project list. The approval list included \$8.99 million for the Washington Metropolitan Area Transit Authority (WMATA) to support traction power upgrades on the Metrorail Orange Line in Virginia. WMATA greatly appreciates the NVTA's approval of this project.

However, after consulting with our regional funding partners, WMATA and the Virginia members of the WMATA Board are requesting the withdrawal of the application for this traction power project. This decision follows considerable coordination and substantial efforts to move the item forward.

The decision ultimately came down to issues of timing and eligibility. WMATA is well underway to completing power upgrades on the Orange Line with respect to traction power substations and cabling. WMATA is currently using \$5 million in NVTA funds (FY2014 approval) to support the upgrade of traction power substations. In the FY2016 application, WMATA anticipated using the funds to replace the existing steel third rail with composite rail, but further analysis has indicated that composite rail is considered a state of good repair improvement and is not necessary to increase capacity. Therefore, all traction power upgrades on the Orange Line in Virginia are either nearing completion or ineligible for NVTA funds, so we must withdraw our application.

After consulting with the jurisdictions, WMATA plans to apply for traction power funds on the Metrorail Blue Line as part of the FY2017 call for projects. Work on the Blue Line is a continuation of the traction power upgrades programmed across the system in our Capital Improvement Program.

Again, WMATA appreciates the support of NVTA on this important work to improve transit system capacity in the Northern Virginia region and will continue to work with you and the Northern Virginia jurisdictions to advance key projects.

**Washington  
Metropolitan Area  
Transit Authority**

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

[www.metroopensdoors.com](http://www.metroopensdoors.com)

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

MEMORANDUM FOR: Monica Backmon, NVTA  
Page 2

Sincerely,



Jim Corcoran  
WMATA Board of Directors  
Virginia Principal Director, Commonwealth of Virginia



William Eulle  
WMATA Board of Directors  
Virginia Alternate Director, City of Alexandria



Catherine Hudgins  
WMATA Board of Directors  
Virginia Principal Director, Fairfax County



Mary Hynes  
WMATA Board of Directors  
Virginia Alternate Director, Arlington County

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

**MEMORANDUM**

**FOR:** Members, Northern Virginia Transportation Authority  
**FROM:** Chairman Martin E. Nohe  
**DATE:** November 9, 2015  
**SUBJECT:** NVTa FY2017 Program Project Selection Criteria

---

1. **Purpose.** To seek Northern Virginia Transportation Authority approval for the Project Selection Criteria for the FY2017 Program.
2. **Suggested Motion:** *I move approval for the Project Selection Criteria for the FY2017 Program.*
3. **Background.** The preliminary estimate for available revenues for the FY2017 Program is \$220 million in PayGo funds, with the option for additional finance. Informal indications from jurisdictions and agencies suggest that approximately 25 candidate projects may be submitted for consideration, with an associated funding request of \$750 million.

The FY2017 Program is the first in which all candidate projects will be evaluated under the HB 599 process.

4. **Status.** The Project Implementation Working Group (PIWG) met on November 6, 2015 to finalize a recommendation for the Project Selection Criteria for the FY2017 Program. Specifically, the PIWG received inputs from the Jurisdiction and Agency Coordinating Committee and the Technical Advisory Committee following their meetings on October 8<sup>th</sup> and 21<sup>st</sup> respectively.

NVTa's project selection process for the FY2017 Program will be broadly consistent with that used for the FY2015-2016 Two Year Program, with enhancements to reflect the Authorities priorities and to strengthen decision-making.

Proposed modifications to the project selection process fall into three categories:

- a. Eligibility
- b. Criteria weighting
- c. Evaluation process

- 5. Eligibility.** Two changes are proposed by the PIWG. First, studies will be ineligible for funding in the FY2017 Program. It is considered that studies do not represent the most appropriate use of FY2017 regional revenues given the high volume of projects seeking engineering, design, and construction funds.

Second, projects approved for inclusion in the FY2017 Program must commit to submitting a first drawdown request to NVTa by no later than June 30, 2019. Projects unable to make this commitment will not be selected, and projects unable to fulfil this commitment will be at risk of funding de-obligation. PIWG has approved a related policy for Authority consideration under a separate agenda item.

It is noted that the policy adopted for the FY2015-16 Two Year Program regarding execution of Standard Project Agreements (SPA) by six months after Authority adoption remains in place for the FY2017 Program. Assuming adoption of the FY2017 Program in July 2016, all approved projects must have an executed SPA by January 2017.

- 6. Criteria Weighting.** Modest changes are proposed to project selection criteria, criteria definitions, and criteria weightings compared to those used for the FY2015-16 Two Year Program. Project selection criteria and associated weightings are used to calculate an NVTa Quantitative Score for each project, on a scale from 0 to 100. Projects with the highest Quantitative Scores will be more supportive of the Authority's overall priorities than projects with lower scores.

The most significant change is to increase the weighting associated with the congestion reduction criterion from 35 percent to 45 percent. (This criterion will use the HB 599 ratings for each project, and the higher weighting is consistent with the congestion reduction weighting used in the Commonwealth's HB 2 process.) This weighting increase is offset by a corresponding reduction in the weighting for project readiness, which also includes a consolidation of the two project readiness criteria used for the FY2015-16 Two Year Program into a single redefined project readiness criterion.

PIWG also recommends eliminating the selection criterion for project urgency, and transferring the 5 percent weighting for this criterion to the bicycle/pedestrian criterion. Project urgency is effectively addressed through the congestion reduction criterion. Overall, nine project selection criteria will be used for calculating the NVTa Quantitative Score for the FY2017 Program, compared to eleven for the FY2015-16 Two Year Program.

- 7. Evaluation Process.** The evaluation process for the FY2017 Program will be enhanced by the use of a simple measure of congestion reduction relative to cost for each project. This measure will be estimated using output from the HB 599 evaluation process. Specifically, the predicted reduction in travel time delays for each project will be summed annually from the year each project opens through 2040. (2040 is the horizon year for the region's travel demand model.) This summation of travel time savings will be divided by a corresponding cost for each project, producing a ratio of the congestion reduction per unit cost for each

project. Projects with the highest ratio of congestion reduction per unit cost will likely represent the highest priority for NVTA funding.

This congestion reduction relative to cost measure for each project is complementary to the NVTA Quantitative Score for each project. The former provides an indication of the relative value for money of each project, and the latter provides an indication of the extent to which each project addresses the Authority's priorities.

- 8. Schedule.** The FY2017 Program Call for Projects was issued on September 28, 2015, with a deadline for responses by 5pm on November 30, 2015. The PIWG will review the list of candidate projects at its next meeting on December 2, 2015, and will present its recommendations to the Authority at its meeting on December 10, 2015. Subject to Authority approval, the recommended list of projects will be formally submitted to VDOT for HB 599 evaluation.

Subsequent milestones include:

- a. Mid-December 2015: HB 599 evaluations will commence (VDOT.) NVTA evaluations will commence in parallel;
  - b. April 2016: HB 599 and NVTA evaluations completed;
  - c. May 2016: Authority approval to post candidate project list for public comment;
  - d. June 2016: Public Hearing and associated Town Hall meetings;
  - e. July 2016: Authority adopts FY2017 Program.
- 9. Next Steps.** NVTA staff will undertake an expedited review of responses to the Call for Projects between the deadline of November 30, 2015 and the next PIWG meeting on December 2, 2015.

PIWG members and NVTA staff will be available at the November 12, 2015, NVTA meeting to answer questions.

**Attachment:** Proposed FY2017 Program Project Selection Criteria

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

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**Project Implementation Working Group**

**Recommended Project Selection Criteria for the FY2017 Program**

**I. Background**

In September 2015, NVTA issued a call for projects for the FY2017 Program. The FY2017 Program will contain the regional projects that will be funded using FY2017 Regional Revenues.

**II. Need for Project Selection Criteria**

NVTA staff estimates that approximately \$220,000,000 will be available from FY2017 regional revenues, assuming PayGo funding only. Additional finance options may increase this amount. Based on informal, non-binding feedback from member jurisdictions and agencies, NVTA staff estimates that funding requests associated with the FY2017 Program will amount to approximately \$750,000,000.

**III. Overall approach to project selection**

Similar to the methodology used for selecting regional projects that were funded through the FY2015-16 Two Year Program, the overall approach for project selection will use four types of screening:

- Preliminary Screening: this is a pass/fail filter. Each project must pass all applicable criteria to be considered for funding;
- Quantitative Score: a composite score is calculated for each project, using weighted selection criteria;
- Congestion reduction relative to cost ratio: uses a combination of travel time savings and project cost;
- Qualitative Considerations: projects are assessed using qualitative factors and considerations that do not lend themselves to be scored quantitatively.

The recommended project selection criteria for each of the four types of screening are listed below.

### Preliminary Screening: Pass/Fail Assessment

<b>Screening Criteria</b>
<b>All projects</b>
Contained in NVTA's regional transportation plan (TransAction 2040), or included in the Transportation Planning Board's 2010 Constrained Long Range Plan
Reduces congestion
Within locality embraced by the Authority or in adjacent localities but only to the extent that such extension is an insubstantial part of the project and is essential to the viability of the project within the localities embraced by the Authority.
Rated in the HB599 Project Evaluation and Rating Study.
Initial reimbursement request will be submitted by June 30, 2019
Studies ineligible
<b>Mass Transit projects only</b>
Mass Transit project that increases capacity.



## Detailed Screening: Quantitative Scores

TransAction 2040 Goal: Provide responsive transportation service to customers			
Topic	Selection Criteria	Rating Scale (unless indicated otherwise, High = 1, Medium = 2/3, Low = 1/3)	Weighting (70 points)
Reduce Roadway Congestion	Project reduces roadway congestion	HB599 detailed rating will be on a continuous scale of 0 (least congestion relief) to 100 (greatest congestion relief) <b>Rating:</b> HB599 detailed rating ÷ 100	45
Project Readiness	Project will be advanced as a result of FY2017 Program funding	<b>High:</b> Project will be fully open/operational (includes acquisition of buses) <b>Medium:</b> Project will advance to the ROW or partial construction phase <b>Low:</b> Project will advance to the preliminary engineering or design phase	15
Reduce VMT	Project reduces vehicle-miles traveled	<b>High:</b> Project directly reduces VMT (i.e., transit project, park-and-ride lot, new HOV lane(s), new pedestrian and bicycle trail). <b>Medium:</b> Project indirectly or through expansion reduces VMT (i.e., expansion of HOV, transit improvement, or expansion). <b>Low:</b> Project does not reduce VMT.	5
Safety	Project improves the safety of the transportation system	<b>High:</b> Project designed to specifically improve system safety and/or address an existing safety deficiency. <b>Medium:</b> Project will generally result in a safety improvement. <b>Low:</b> Project will have no discernible positive effect on safety.	5

TransAction 2040 Goal: Maximize community connectivity by addressing transportation and land use together			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (10 points)
Activity Center Connections	Project improves connections between multiple Activity Centers	<b>High:</b> Project improves connectivity between three or more activity centers. <b>Medium:</b> Project improves connectivity between two activity centers. <b>Low:</b> Project improves connectivity to one activity center only.	5
Regional Connectivity and modal integration	Project connects jurisdictions and modes	<b>High:</b> Project connects jurisdictions and modes. <b>Medium:</b> Project connects jurisdictions. <b>Low:</b> Project does not connect jurisdictions or modes.	5

TransAction 2040 Goal: Provide an integrated, multimodal transportation system			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (10 points)
Improved Bicycle and Pedestrian Travel Options	Project supports multiple use development patterns in a walkable/bikeable environment	<p><b>High:</b> Project adds or extends non-motorized facility to and within activity center.</p> <p><b>Medium:</b> Project improves existing non-motorized facility to and within activity center.</p> <p><b>Low:</b> Project does not improve or provide a non-motorized facility to and within activity center.</p>	10

TransAction 2040 Goal: Incorporate the benefits of technology			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (5 points)
Management and Operations	Project improves the management and operation of existing facilities through technology applications	<p><b>High:</b> Project improves technological management and operations of an existing transportation facility.</p> <p><b>Medium:</b> Project improves technological management and operations of an expansion of an existing transportation facility.</p> <p><b>Low:</b> No improvement to management and operations of a facility.</p>	5

TransAction 2040 Goal: Identify funding and legislative initiatives needed to implement the Plan			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (5 points)
Cost Sharing	Project leverages private or other outside funding	<p><b>High:</b> Project leverages private or other outside funding.</p> <p><b>Medium:</b> Project leverages modest private or other outside funding.</p> <p><b>Low:</b> Project has no leveraged private or other outside funding.</p>	5

### Detailed Screening: Congestion Reduction Relative to Cost

Screening Criteria
<p><b>Priority given to greatest congestion reduction relative to cost:</b> the Authority is required to give priority to such projects. Congestion reduction relative to cost is calculated by dividing:</p> <ul style="list-style-type: none"> <li>• Total travel time saved as a result of the project (from opening year thru 2040) by</li> <li>• Project Cost</li> </ul>

### Detailed Screening: Qualitative Considerations

Screening Criteria
<p><b>Continuity of project funding:</b> In general, NVTA funding approval for most project phase(s) infers a commitment to fund the remainder of that phase (or phases), provided that the likely total commitment is reasonably known at the time of original funding approval. Funding decisions will continue to be based on the prevailing project selection criteria, subject to funding availability at the time of request. However, funding continuity decisions will be considered on a case-by-case basis. One exception to this is that NVTA funding approval for studies does not infer a commitment to fund any subsequent project phase, including additional studies. Continuity of funding commitments requires compliance with all terms and conditions associated with approved SPAs, and any requirements imposed by NVTA.</p>
<p><b>Cost sharing:</b> while cost sharing is included as a criterion for quantitative scoring, it is also included as a qualitative consideration to take account of any conditions associated with other funds, e.g. federal, state, local, and NVTA local (30%) funds.</p>
<p><b>Geographic balance:</b> a policy consideration for the Authority when finalizing the FY2015-16 Two Year Program.</p>
<p><b>Modal balance:</b> a policy consideration for the Authority when finalizing the FY2015-16 Two Year Program.</p>
<p><b>Additional supporting information</b></p>

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Mary Hynes, Chair, Bylaws Committee

**SUBJECT:** Adoption of Resolution 16-02-Restructure of the Jurisdiction and Agency  
Coordinating Committee

**DATE:** November 9, 2015

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- 1. Purpose:** Seek Northern Virginia Transportation Authority adoption of Resolution 16-04 which restructures the Jurisdiction and Agency Coordinating Committee (JACC). This resolution will supersede Resolution 14C-08 which established the JACC.
- 2. Suggested Motion:** *I move adoption of Resolution 16-02, Restructure of the Jurisdiction and Agency Coordination Committee which will supersede Resolution 14C-08.*
- 3. Background:** Prior to July 12, 2007, the Northern Virginia Transportation Authority functioned with the support of the Interim Technical Committee (ITC) comprised of local jurisdictional and regional agency staff. In July 2007, the Authority renamed the ITC and established the Jurisdiction and Agency Coordinating Committee (Resolution 14C-08). The JACC was charged with providing technical advice on regional transportation issues, technical management of the long range transportation plan, development of the annual Congestion Mitigation and Air Quality and the Regional Surface Transportation Program strawman, and other duties as assigned. The role and function of the JACC was consistent with staff advisory committees of other regional transportation bodies such as the Washington Metropolitan Area Transit Authority, the Northern Virginia Transportation Commission, the Virginia Railway Express, and others.

With the passage of HB 2313, the Authority now has staff which includes an Executive Director. Resolution 16-02, specifies that the JACC, to be renamed the Regional Jurisdiction and Agency Coordinating Committee (RJACC), will serve as a staff advisory committee to the Authority's Executive Director. The RJACC will be charged with providing principal technical analysis, advice and recommendations to NVTA's Executive Director on transportation projects and services, regional transportation planning, long range transportation planning, air quality, legislation, development of the annual regional CMAQ and RSTP strawman and testimony to the Commonwealth Transportation Board, and provide principal interagency coordination for NVTA. The committee shall also work with NVTA staff in developing the Authority's Six Year Program and other duties as assigned.

**Attachment:** Resolution 16-02 RESTRUCTURING OF THE NORTHERN VIRGINIA  
TRANSPORTATION AUTHORITY'S JURISDICTION AND AGENCY COORDINATING COMMITTEE AND  
ITS CHARGE

**Coordination:** Council of Counsels

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**RESOLUTION 16-02**

**RESTRUCTURING OF THE NORTHERN VIRGINIA TRANSPORTATION  
AUTHORITY'S JURISDICTION AND AGENCY COORDINATING COMMITTEE  
AND ITS CHARGE**

**WHEREAS**, resolution 14C-08 established the Northern Virginia Transportation Authority's (NVTA) Jurisdiction and Agency Coordinating Committee (JACC) and its charge; and

**WHEREAS**, this resolution supersedes resolution 14C-08; and

**WHEREAS**, other regional transportation bodies such as the Washington Metropolitan Area Transit Authority (WMATA), Northern Virginia Transportation Commission (NVTC), Virginia Railway Express (VRE) and others have similar jurisdictional and agency staff advisory committees; and,

**WHEREAS**, the NVTA has professional staff to support such a committee.

**NOW, THEREFORE, BE IT RESOLVED BY NVTA THAT:**

1. The NVTA does rename the Jurisdiction and Agency Coordinating Committee to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) comprised of local jurisdiction and regional agency staff; and
2. The NVTA does charge the RJACC with providing principal technical analysis, advice and recommendations to the NVTA's Executive Director on transportation projects and services, regional transportation planning, long range transportation planning, air quality, legislation, development of the annual regional CMAQ and RSTP strawman and testimony to the Commonwealth Transportation Board, and provide principal interagency coordination for the NVTA. The committee shall work with NVTA staff in developing the Authority's Six Year Program and other duties as assigned.

Adopted by the Northern Virginia Transportation Authority, on this 12<sup>th</sup> day of November 2015.

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

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

**Regional Jurisdiction and Agency Coordinating Committee** (Formerly the Jurisdiction and Agency Coordinating Committee)

**Charge:** The Jurisdiction and Agency Coordinating Committee (JACC) shall provide principal technical analyses, advice and recommendations to the NVTA's Executive Director on transportation projects and services, regional transportation planning, long range transportation planning, air quality, legislation, developing the annual regional CMAQ and RSTP strawman and testimony to the Commonwealth Transportation Board, and provide principal interagency coordination for the NVTA. The Executive Director will forward the RJACC's recommendation(s) to the NVTA, in an appropriate manner, during the Authority's consideration of related items. The committee shall work with NVTA staff in developing the Authority's Six Year Program.

**Membership:** One staff person from each of the nine local jurisdictions that are members of NVTA; one staff person from each of the five towns represented on the Planning Coordination Advisory Committee; one staff member from VDOT, DRPT, WMATA, VRE, NVTC, PRTC, NVRC, MWAA, TPB, NVTA staff and the NVTA Executive Director. Members shall be appointed by the Chief Administrative Officer or Chief Executive Officer of each of the jurisdictions or agencies, or his/her designee. Chairman shall be a staff person from one of the NVTA member jurisdictions, selected by the members and approved by the NVTA. Staff support shall be provided by the NVTA Executive Director or his/her designee.

**Quorum and Voting:** A quorum shall consist of a majority of the committee members. The committee shall strive for consensus when developing recommendations. In the event that consensus cannot be achieved, approval of recommendations or other action shall require an affirmative vote of two-thirds of the members, including two-thirds of the jurisdictional members present representing two-thirds of the region's population. For purposes of such votes, town populations shall be subtracted from county populations and voted independently. If consensus is not achieved, communication to the NVTA should discuss both majority and minority positions.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**SUBJECT:** House Bill 2 Project Submission Resolution

**DATE:** November 9, 2015

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1. **Recommendation:** Approval of Northern Virginia project submissions for the Commonwealth's House Bill 2 (HB 2) prioritization process.
2. **Suggested Motion:** *I move Authority adoption of resolution 16-03, A Resolution for the Support of Northern Virginia Projects to the Commonwealth of Virginia's HB 2 Transportation Project Prioritization Process, in a form approved by the Council of Counsels.*
3. **Background:**
  - a. The Authority, as a regional entity, can submit projects for evaluation in the HB 2 prioritization process without further action.
  - b. Projects in Northern Virginia within a Corridor of Statewide Significance (CoSS) must have a resolution of support from the Authority, as the regional entity for Northern Virginia, to be considered for the HB2 prioritization process.
  - c. Public Transit Agencies are required to have a resolution of support from the Authority or local government for projects located in the Regional Network to be eligible for HB 2 evaluation.
  - d. Projects within a CoSS that do not have a resolution of support from NVTA will not be evaluated under the HB 2 prioritization process.
  - e. Projects are not required to be in the Authority's long range transportation plan for submission for the HB 2 process.
  - f. NVTA staff have worked with member jurisdictions and agencies in receiving project submissions for the HB2 process.
  - g. NVTA approval of the submission of the projects requires a resolution of support by the Authority.
  - h. NVTA support of submission of projects to the Commonwealth for the HB 2 process does not infer nor commit NVTA Regional Revenues to the project.
  - i. The deadline to submit the resolution is December 1, 2015.
4. **Next Steps:**
  - a. The HB2 evaluation results are expected to be released in the Spring of 2016.



- b. The draft Six Year Program is expected to be released for public comment in March 2016.
- c. The CTB is scheduled to adopt the Six Year Program in June 2016.

**Attachment:** Resolution 16-03 – Support of Northern Virginia Projects to the Commonwealth of Virginia’s HB 2 Transportation Project Prioritization Process

# XVIII. ATTACHMENT

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### RESOLUTION 16-03

#### **A RESOLUTION FOR THE SUPPORT OF NORTHERN VIRGINIA PROJECTS TO THE COMMONWEALTH OF VIRGINIA'S HB 2 TRANSPORTATION PROJECT PRIORITIZATION PROCESS.**

**WHEREAS**, Virginia House Bill 2, signed by the Governor on April 6, 2014 and effective as of July 1, 2014, required the development of a prioritization process and directed the Commonwealth Transportation Board to develop and use a scoring process for project selection by July 2016; and

**WHEREAS**, the Authority, as a regional entity for Northern Virginia, can submit projects located in a Corridor of Statewide Significance (CoSS) and those in the Regional Network, for consideration for the HB2 evaluation process; and,

**WHEREAS**, localities and agencies that wish to submit projects within a Corridor of Statewide Significance must have a resolution of support from the Authority, as the regional entity for Northern Virginia, to be considered for the HB 2 prioritization process; and,

**WHEREAS**, public transit agencies are required to have a resolution of support from the Authority or relevant entity for projects located in the Regional Network to be eligible for HB 2 evaluation; and,

**WHEREAS**, Authority staff have worked with member jurisdictions and agencies in receiving project submissions for the HB 2 process; and,

**WHEREAS**, submission of projects to the Commonwealth for the HB 2 process does not infer nor commit NVTAR Regional Revenues to the project; and,

**WHEREAS**, Authority approval of the submission of the projects requires a resolution of support by the Authority;

**NOW, THEREFORE, BE IT RESOLVED BY THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY THAT THE FOLLOWING NORTHERN VIRGINIA PROJECTS ARE SUBMITTED TO THE COMMONWEALTH OF VIRGINIA HB 2 PROJECT PRIORITIZATION PROCESS:**

Fairfax County

- I-66/Route 28 Interchange Improvements
- Route 1 Widening (Mt. Vernon Highway to Napper Road)
- Route 28 Widening (Prince William County Line to Old Centreville Road)
- I-95/Route 286 Northbound Flyover

Prince William County

- Widen Route 1 to Six Lanes – Marys Way to Featherstone Road
- Route 15 Improvement with Railroad Overpass
- Route 234 at Balls Ford Interchange and Re/Widen Balls Ford Road
- Route 234 Bypass at Dumfries/PWP/Brentsville Road Interchange
- Route 1 & 123 Interchange + Annapolis Way Connector
- Route 1/Jeff Davis Widening from Cardinal/Neabsco to Route 234
- Van Buren, New Road & Bridge
- Modify I-95 SB Off Ramp at SR 784 Dale Boulevard

Town of Dumfries

- Route 1 (Fraley Boulevard) Widening

Northern Virginia Transportation Commission

- VRE Gainesville-Haymarket Extension

Adopted by the Northern Virginia Transportation Authority on this 12<sup>th</sup> day of November, 2015

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

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

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 9, 2015

**SUBJECT:** Adoption of Resolution 16-04 on the I-66 Outside the Beltway Project

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- 1. Purpose:** To seek Northern Virginia Transportation Authority (NVTA) adoption of Resolution 16-04 on the Potential Funding of Projects Directly or Indirectly Related to the Commonwealth's I-66 Outside the Beltway Project for the FY 2017 Program.
- 2. Suggested Motion:** *I move adoption of NVTA Resolution 16-04 - Potential Funding of Projects Directly or Indirectly Related to the Commonwealth's I-66 Outside the Beltway Project for the FY 2017 Program.*
- 3. Background:** Virginia Secretary of Transportation Aubrey Layne, updated the Authority on the I-66 Outside the Beltway Project at the July 2015 meeting. During the update, the Secretary stated that NVTA's contribution toward the project under both public and private financing options is desired to make the project viable. Secretary Layne shared that a minimum project contribution of \$300 million from NVTA is needed to assist the State in coordinating additional funding sources under the public financing option. The State informed the Authority that a resolution from the Authority indicating a willingness to fund a project(s) in the I-66 Outside the Beltway Corridor would assist the State in its efforts.

The NVTA's I-66 Outside the Beltway Committee met twice (August 5<sup>th</sup> and September 30<sup>th</sup>) to discuss the Secretary's request. The Committee reviewed a list of projects in TransAction 2040, that are located in the I-66 Outside the Beltway Corridor. The Committee noted that these projects can be funded with Regional Revenues, provided the project(s) have been selected through the appropriate project selection process. The Committee also discussed the draft project schedule and regional revenue availability for the FY2017 Program.

The Committee discussed that the current estimate of available PayGo funds for the FY2017 program is at least \$220 million. The potential list of projects the Authority can fund within the I-66 Outside the Beltway Corridor exceed the FY2017 estimated PayGo revenues. If the Authority selects project(s) within the Corridor at the range requested by the State, the Authority may issue bonds to fund a portion of the FY2017 adopted program.

Estimating the potential need for \$370 million in project funds, the size of a bond issuance would be approximately \$403 million of par amount. The primary factor in the difference between the project fund amount and total size of the bond issuance is the debt service reserve fund (DSRF). The DSRF protects bond holders and enhances the credit structure of the bonds. Ultimately, the DSRF would be used to make the final debt service payment on the bonds.

Authority staff worked with our Financial Advisor (PFM) on an analysis of the Authority's capacity for a bond issuance of this size. The analysis which was presented to the I-66 Outside the Beltway Committee at their August 2015 meeting, showed the Authority has the capacity to issue bonds at the level under discussion without negative impacts on credit ratings, future PayGo capacity or the ability to finance additional projects in the future.

The Committee reviewed the potential projects within the I-66 Outside the Beltway Corridor and the debt capacity analysis from our Financial Advisor. At the September 2015 meeting, the NVTI I-66 Outside the Beltway Committee recommended the attached resolution be forwarded to the Authority for approval.

**Attachment:** Resolution 16-04 - Potential Funding of Projects Directly or Indirectly Related to the Commonwealth's I-66 Outside the Beltway Project for the FY 2017 Program.

**RESOLUTION 16-04**

**POTENTIAL FUNDING OF PROJECTS DIRECTLY OR INDIRECTLY RELATED TO  
THE COMMONWEALTH'S I-66 OUTSIDE THE BELTWAY PROJECT FOR THE  
FY2017 PROGRAM**

**WHEREAS**, pursuant to Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), the Northern Virginia Transportation Authority ("NVTA") is authorized to provide funding of regional transportation projects with certain taxes and fees imposed in accordance with Chapter 766 provided such projects satisfy all of the requirements and restrictions set forth in Chapter 766 and §§ 33.2-2500 *et seq.* of the Code of Virginia ("the NVTA Act"); and

**WHEREAS**, inquiries have been made through representatives of the Commonwealth of Virginia whether the NVTA would be willing to consider funding projects that are contained in NVTA's TransAction 2040 Long-Range Transportation Plan and that are directly or indirectly related to the Commonwealth's proposed I-66 Outside the Beltway project; and

**WHEREAS**, the NVTA will be conducting its 2017 program project selection process, planned to conclude in the Spring of 2016, in which process the projects that are contained in TransAction 2040 and are directly or indirectly related to the Commonwealth's proposed I-66 Outside the Beltway Project may be submitted for evaluation and possible selection; and

**WHEREAS**, in accordance with Chapter 766, NVTA is the sole determinant of what regional projects will be funded with the revenues set forth in § 33.2-2510(C)(1) of the Code of Virginia ("the 70% Funds") subject to all of the requirements and restrictions set forth in Chapter 766 and the NVTA Act; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Northern Virginia Transportation Authority hereby expresses its interest in, and willingness to consider providing funding, to include the possibility of NVTA's issuance of debt, in an amount of up to \$403 million, inclusive of project funds, a debt service reserve fund and cost of issuance, for one or more projects contained in the NVTA's TransAction 2040 Long-Range Transportation Plan, that are directly or indirectly related to the Commonwealth's proposed I-66 Outside the Beltway Project, provided such projects have been duly selected and approved for funding in accordance with the NVTA's 2017 program project selection process and all of the requirements and restrictions set forth in Chapter 766 and the NVTA Act.

Adopted by the Northern Virginia Transportation Authority, on this 12<sup>th</sup> day of November 2015.

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

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

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Sandy Bushue, Chairman  
Legislative Committee

**SUBJECT:** Approval of 2016 Federal and State Legislative Program

**Date:** November 10, 2015

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1. **Purpose:** To seek Northern Virginia Transportation Authority (NVTA) approval of the 2016 Federal and State Legislative Program.
2. **Suggested Motion:** *I move approval of the NVTA 2016 Federal and State Legislative Program.*
3. **Background:** At the September 2015 NVTA meeting, Chairman Nohe appointed Miss Bushue as Chair of the Legislative Committee with Mayor Silverthorne and Councilmembers Snyder and Rishell as committee members. The Legislative Committee met twice: Friday, October 16, 2015 and Monday, November 09, 2015, to discuss the draft 2016 Legislative Program and other potential legislative issues that would involve the Authority. Specifically the Legislative Committee considered the following:
  - a. The draft NVTA 2016 Federal and State Legislative Program.
  - b. Proposed legislation changing the use of the Weldon Cooper Center for Public Service of the University of Virginia population projections to estimates.
  - c. Proposed legislation regarding the creation of a Northern Virginia excess toll revenue fund at the State Treasury.

Below are some of the noted changes to draft 2016 Legislative Program. Although many items are similar to the approved 2015 Legislative Program, some changes are proposed to address the Authority's continued efforts to implement HB 2313 (2013) as well as other issues that have arisen in the past year.

The proposed changes to the State Legislative Program include:

- Further emphasis on the Authority's continued focused on implementing HB 2313, HB 599 and its original authorizing legislation-seeking to limit changes to these statutes that could make it more difficult to provide the congestion relief it has been directed to provide.
- New position on the Regional Gas Tax Floor---noting that there should be a floor established on the regional gas tax that would put it on par with the floor for the statewide gas tax established in HB 2313.
- Updating the WMATA Funding position to reflect the needs of the system.
- New position on securing state funding for the VRE capital and operating plan.
- Revised previous position to emphasize support of transportation demand initiatives such as teleworking to help mitigate roadway congestion.

Proposed changes to the Federal Legislative Program include:

- Added language about the proposed long-term reauthorization bill—Developing a Reliable and Innovative Vision for the Economy (DRIVE) Act. This legislation was passed in the Senate on July 21, 2015. The House approved its legislation, the Surface Transportation Reauthorization and Reform Act of 2015 (STRR Act) on November 5, 2015.
- Updating the WMATA Funding position to reflect the needs of the system.
- Revised position that calls upon Congress to create a study commission in-lieu of raising the liability cap on commuter rail liability, as proposed in the Senate-approved DRIVE Act.
- Added language regarding the Marketplace Fairness Act (MFA) and the adjustment of other tax rates, if the MFA is acted on in the future.

New or edited language is highlighted in the Draft.

Additional Committee discussion was held on a proposed bill that would change the use of Weldon Cooper population projections to estimates as required in the Authority's enabling legislation. There was discussion of concerns that the Center's estimates do not accurately reflect population forecasts in our region. The Committee discussed the implications of this bill as it would affect NVRTA member localities requirements to the Authority's Operating Budget and the voting requirements. After a robust discussion, the Committee agreed to table this issue for consideration for one year.

The Committee also discussed proposed legislation that would create a Northern Virginia excess toll revenue fund in the State Treasury. The Committee recommended this legislation specify its application to I-66 Outside the Beltway Project.

**Attachments:**

DRAFT 2016 Federal and State Legislative Program

**Coordination:**

Jurisdiction and Agency Coordinating Committee



ATTACHMENT

**Northern Virginia Transportation Authority**  
**2016 Legislative Program**  
**DRAFT: November 9, 2015**

**STATE**

**TRANSPORTATION FUNDING**

The passage of HB 2313 (2013) was the result of bipartisan cooperation throughout the Commonwealth. Of particular interest to Northern Virginia was the inclusion of a regional package generating approximately \$300 million annually in increased Northern Virginia revenues. This funding is a significant step towards addressing the transportation needs of Northern Virginia.

- Ongoing Coordination with the Commonwealth: The Authority is working diligently to implement the regional components of HB 2313 (2013) as adopted by the General Assembly and validated by the Fairfax Circuit Court in 2013 as part of the bond validation suit. The Authority will continue to work together to ensure that it is fully utilizing the resources provided to implement the necessary improvements to Northern Virginia's transportation infrastructure. This is especially important as VDOT continues work on the evaluation required by HB 599/SB 531 (2012), which directly impacts the Authority and its future actions. Due to the key role that VDOT has in the congestion-related evaluation process as well as project implementation, it is essential that VDOT also has sufficient resources needed to participate in this effort. In addition, the Authority remains focused on implementing HB 2313, HB 599 and its original authorizing legislation, and seeks to limit changes to these statutes that could make it more difficult to provide the congestion relief it has been directed to provide.

Through the enactment of HB 2 (2014) and HB 1887 (2015), the Commonwealth Transportation Board (CTB) will be allocating transportation funds through new processes. At the same time, the Authority is required to use a congestion-related evaluation process (HB 599 – 2012), as a criteria for the distribution of the regional funds it allocates. Continued discussions and collaboration between us is essential, as projects may need to be evaluated under both to receive state and regional funding they may need to move forward. Additionally, the two processes should be compatible. Further, the Authority believes it is important that the implementation of the HB 2 and HB 1887 processes be closely monitored, especially during the initial years, to determine if changes and improvements are necessary.

- Allocation of Statewide Revenues: It is important that Northern Virginia continues to receive its fair share of statewide revenues, as required by HB 2313. This is especially important as various formulas for transportation funding are being created and/or modified.

The Authority is concerned that Northern Virginia is currently expected to receive only 10.6 percent (\$36.1 million) of State of Good Repair funds. According to VDOT's Dashboard, 83 percent of roads in Northern Virginia are in Fair or Better Condition. Secondary pavement conditions are even worse, with only 31 percent of these roads in Northern Virginia in Fair or Better Condition, far less than the Commonwealth's average of 60 percent. Millions of people drive on our roads every day and these deteriorated pavements will only get worse until something is done to address them.

The Authority is also concerned about efforts to substantially decrease funding for the Revenue Sharing program over the next six years. This program significantly leverages state transportation funds by encouraging local governments to spend their own money on transportation projects. This program has been a success in Northern Virginia, where our localities regularly apply for and are awarded these funds, several for the maximum amount allowed. By design, the Revenue Sharing program has allowed more projects throughout the Commonwealth to move forward through the leveraging of funds with local sources. Reducing the funding in this program will only slow the efforts to improve our transportation system.

During the 2013 Session, the General Assembly passed SB 1140, which changed the methodology for distribution of new transit funding. The Authority is concerned about implementation decisions that go beyond the intent of the legislation. In particular, the Authority remains opposed to DRPT's decision to change the allocation of state funds for capital costs from the non-federal cost of a project to the total project cost. As several Northern Virginia transit systems do not receive federal funds, this change increases the local share our localities must pay while reducing the share for those other systems in the Commonwealth that provide far less local funding.

- Transit Capital Funding: Last year, the General Assembly helped address the significant decline in state transit funding expected to occur in 2018. The Authority supports efforts to fully address this anticipated funding reduction to ensure that transit systems continue to receive the state resources needed to provide critical transit services.
- Regional Gas Tax Floor: A 2.1 percent motor vehicle fuels tax is levied on fuels sold/delivered in bulk in the Northern Virginia area. The revenues from these taxes, which must be spent on transportation purposes, have fallen significantly due the reduction in the price of gas. The Authority supports establishing a floor on the regional gas tax that would put it on par with the floor for the statewide gas tax established in HB 2313.
- Marketplace Fairness Act: The Authority supports passage of the federal Marketplace Fairness Act and requests that the Commonwealth work with the Virginia Congressional delegation to ensure its passage, as it will directly impact our region's road capacity and transit needs. Should Congress enact this legislation, HB 2313 provides that the Commonwealth can begin collecting these taxes. Over half of the revenues generated from these sales taxes will be allocated to the Commonwealth's Transportation Trust Fund (construction and transit), with the remainder being provided for local needs and public education. On January 1, 2015, the Commonwealth's gas tax increased by 1.6% per gallon, because the Marketplace Fairness Act had not been enacted, but these funds are primarily directed toward road maintenance. If Marketplace Fairness is acted on in the future, the Commonwealth can begin collecting taxes on remote sales and gas tax will revert to its previous level, while funding for construction and transit projects will increase.

A modern, efficient, multimodal transportation system is essential to the Commonwealth, and is intrinsically tied to continued economic development and the ability to compete in a global economy. We must all work together to maintain and build

the multimodal infrastructure that Virginia needs to remain an active and dynamic participant in a 21st Century economy. *(Revises previous transportation funding position)*

### **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) FUNDING**

- Passenger Rail Investment and Improvement Act of 2008 (PRIIA) Funding: The Commonwealth must work with the Federal Government to ensure that it, too, provides sufficient resources to address transportation needs. The Commonwealth is a valuable partner in ensuring that WMATA continues to move ahead with important safety and infrastructure capital improvements in its system. As part of the federal Passenger Rail Investment and Improvement Act (PRIIA) of 2008, WMATA received a total \$1.5B federal authorization from FY 2009 to FY 2018 to address urgent capital needs. The region matches these federal funds with \$50M each annually from DC, MD, and VA. The capital funding is used to support areas such as: meeting safety requirements of the NTSB, repairing aging rail track, investing in new rail cars, fixing broken escalators and elevators, rehabilitating decaying rail stations and platforms, modernizing the bus fleet, and improving bus facilities. **This funding is especially important as WMATA works with the federal government and its state and local jurisdictions to improve safety and state of good repair issues throughout its system.**
- Momentum: The region is projected to continue to grow over the coming decades, placing more pressure on a Metro system already nearing capacity. To address this need, Metro developed Momentum, their strategic plan which will guide decisions over the next 10 years and ensure that the system continues to support the region's competitiveness in the future. Within Momentum, Metro proposes a set of capital initiatives called Metro 2025, including: enhancement of rush-hour capacity by upgrading to the use of all eight-car trains, resulting in the ability to move an additional 35,000 customers per hour; expansion of high-volume rail stations to ease congestion; and, completion of the bus Priority Corridor Network that includes a variety of improvements allowing buses to bypass traffic congestion. Continued support of Momentum and Metro 2025 will help keep Metro, Northern Virginia, and the Commonwealth moving forward. **While the region must address future capacity needs for WMATA, the primary focus must be on safety and state of good repair. The Authority supports WMATA's efforts to address these critical needs as well as enhancing safety and security of the system and its riders through adequate funding and oversight.** *(Revises and Reaffirms Previous Position)*

### **FUNDING FOR THE VIRGINIA RAILWAY EXPRESS (VRE)**

As VRE implements the 2040 System Plan, it is developing an accompanying Financial Plan that identifies capital and operating requirements needed for its implementation. The Authority supports VRE's efforts to secure state funding of VRE Capital and Operating for the plan. *(New position)*

### **SECONDARY ROAD DEVOLUTION/LOCAL MAINTENANCE PROGRAMS**

The Authority opposes any legislation that would require the transfer of secondary road construction and maintenance responsibilities to counties, especially if these efforts are not accompanied with corresponding revenue enhancements. While there are insufficient resources to adequately meet the maintenance and improvement needs of secondary roads within the Commonwealth, the solution to this problem is not to simply transfer these

responsibilities to local government that have neither the resources nor the expertise to fulfill them. Further, the Authority also opposes any legislative or regulatory moratorium on the transfer of newly constructed secondary roads to VDOT for the purposes of ongoing maintenance.

Additionally, the Authority is opposed to changes to maintenance allocation formulas detrimental to localities maintaining their own roads. Urban Construction Funds are already far below what is needed and localities must already find other ways to fund new construction initiatives and changing current formulas or requiring additional counties to maintain their roads could lead to a reduction in Urban Construction and Maintenance Funds, placing a huge extra burden on these localities. *(Reaffirms previous position)*

### **EQUAL TAXING AUTHORITY FOR COUNTIES, CITIES AND TOWNS**

The Authority supports granting counties the authority cities and towns currently have to enact local excise taxes, including the cigarette tax, admissions tax, and meals tax. Doing so would allow counties to raise additional revenues for transportation projects. *(Reaffirms previous position)*

### **FEDERAL GOVERNMENT RELOCATION AND CONSOLIDATION**

The Authority supports greater coordination and sufficient funding to address the planning and transportation issues associated with any future Base Realignment and Closure Commission recommendations or other federal Government Relocations and Consolidations. *(Revises and reaffirms previous position)*

### **PEDESTRIAN AND TRANSIT SAFETY**

Safe access to bicycle, pedestrian, and transit facilities can be improved through infrastructure improvements and better traffic safety laws. The Authority supports revisions to Virginia's existing pedestrian legislation to clarify the responsibilities of drivers and pedestrians in order to reduce the number of pedestrian injuries and fatalities that occur each year. In particular, support legislation that would require motorists to stop for pedestrians in crosswalks at unsignalized intersections on roads where the speed is 35 mph or less and at unsignalized crosswalks in front of schools. This issue is of special importance for pedestrians with physical or sensory disabilities, who are at particular risk of injury when crossing streets. Further, strong safety records depend on strong safety practices and training and the Authority supports training programs for transit systems, pedestrians and bicyclists. *(Revises and reaffirms previous position)*

### **MAXIMIZING USE OF FACILITIES AND OPERATIONS**

A High performance multimodal network requires smart usage of existing and new facilities. The Commonwealth, in cooperation with localities, should ensure that design standards for transportation system components can allow for the efficient movement of vehicles; accommodate safe pedestrian and bicyclist movement; and encourage user-friendly access to transit. More flexibility in the design of transit infrastructure and facilities that enhance safety should be provided. Additionally, localities, with cooperation of the Commonwealth, should identify existing facilities that can be flexed or used by transit vehicles on an as needed or scheduled basis in order to maximize the efficient use of roadways to expand capacity. Additionally, a vital component of our transportation network is transportation demand management, such as teleworking. Teleworking allows employees to work from home, satellite offices, or telework centers, and continues to be more feasible and effective due to continuing technological advances. The Authority supports efforts to create a more robust

teleworking environment, as it provides benefits to employers and employees, and helps mitigate roadway congestion. *(Revises and Reaffirms Previous Position)*

### **LAND USE PLANNING**

Land use provisions included in legislation during the 2012 Session changed transportation planning requirements for localities. Specifically, the Virginia Department of Transportation (VDOT) and the Commonwealth Transportation Board (CTB) can decide whether local transportation plans are consistent with the Commonwealth's current priorities. If they decided this is not the case, they are able to withhold funding for transportation projects in counties. While the Authority is appreciative of efforts to better coordinate local and state transportation planning, it is also concerned that these provisions essentially transfer the responsibility for land use planning from local governments to the Commonwealth. Land use and zoning are fundamental local responsibilities and these provisions can override the work done by our local governments and our residents, property owners, and the local business communities on land use and transportation plans. *(Reaffirms previous position)*

### **COORDINATION DURING REGIONAL STUDIES**

It is vital that the Commonwealth coordinate with the Authority, as Northern Virginia's regional transportation planning entity, local governments, and other appropriate regional transportation agencies, at the earliest possible time, in any studies or audits related to funding, planning, operations, organizational structure and processes related to agencies in the Transportation Secretariat that would impact the region and localities. Further, the Authority recommends that the Code of Virginia be amended to specify that transportation studies related to facilities wholly within one VDOT construction district should be managed by that construction district rather than the VDOT Central Office, as regional VDOT staff is better equipped to address the concern of the affected citizens and local governments. *(Revises and reaffirms previous position)*

## **FEDERAL**

### ***SURFACE TRANSPORTATION PROGRAM REAUTHORIZATION***

In July 2012, Congress passed a two-year transportation reauthorization bill, Moving Ahead for Progress in the 21st Century (MAP-21). The U.S. Department of Transportation (USDOT) is currently implementing MAP-21. In consultation with states, Metropolitan Planning Organizations (MPOs) and other stakeholders, USDOT is **continuing to implement various provisions within the legislation**. Further, Congress is currently considering a long-term reauthorization bill. The Senate has passed its legislation, the Developing a Reliable and Innovative Vision for the Economy (DRIVE) Act, on July 21, 2015. The House approved its legislation, the Surface Transportation Reauthorization and Reform Act of 2015 (or STRR Act), on November 5, 2015. As discussions on **reauthorization** legislation continue **and future rulemakings occur**, the Authority believes that a number of significant issues should be considered, including:

- The level of Federal investment in the nation's transportation infrastructure, including both maintenance of the existing system and expansion, must increase significantly;
  - The Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Regional Surface Transportation Program (RSTP) are essential to the region. They two programs are presently overextended and additional funding for both is crucial to address needs throughout the Country.
  - Coordination with regional agencies, such as the Northern Virginia Transportation Authority, and local governments is important as USDOT develops rules to establish performance measures and standards for numerous programs;
  - The time required to complete the federal review process of significant new transportation projects must be reduced, and the approval process must be consistent across all modal administrations;
  - To recognize the uniqueness of metropolitan areas, greater decision-making authority for determining how transportation funding is spent should be given to local governments and regional agencies, such as the Northern Virginia Transportation Authority; and
  - Safety and security must continue to be an important focus of transportation projects.
- (Revises and reaffirms previous position)*

### ***WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) FUNDING***

- Passenger Rail Investment and Improvement Act of 2008 (PRIIA) Funding: WMATA is the only major transit provider in the country without a permanent dedicated revenue source for a significant part of their revenue base. In 2008, Congress passed legislation that authorizes \$1.5 billion for WMATA between FY 2009 and FY 2018, if the region adopts a dedicated funding source(s) and provides an additional \$1.5 billion to match the federal funds. All three signatory jurisdictions have passed the compact amendments required to receive the federal funding, and the non-Federal matches are in place. This authorization must continue to be accompanied by annual appropriations. **This funding is especially important as WMATA works with the federal government and its state and local jurisdictions to improve safety and state of good repair issues throughout its system.**



- **Momentum:** The region is projected to continue to grow over the coming decades, placing more pressure on a Metro system already nearing capacity. To address this need, Metro developed Momentum, their strategic plan which will guide decisions over the next 10 years and ensure that the system continues to support the region's competitiveness in the future. Within Momentum, Metro proposes a set of capital initiatives called Metro 2025, including: enhancement of rush-hour capacity by upgrading to the use of all eight-car trains, resulting in the ability to move an additional 35,000 customers per hour; expansion of high-volume rail stations to ease congestion; and, completion of the bus Priority Corridor Network that includes a variety of improvements allowing buses to bypass traffic congestion. Continued support of Momentum and Metro 2025 will help keep Metro and the Washington Metropolitan region moving forward. While the region must address future capacity needs for WMATA, the primary focus must be on safety and state of good repair. The Authority supports WMATA's efforts to address these critical needs as well as enhancing safety and security of the system and its riders through adequate funding and oversight. *(Revises and Reaffirms Previous Position)*

### **FEDERAL GOVERNMENT RELOCATION AND CONSOLIDATION**

The Authority supports greater coordination and sufficient funding to address the planning and transportation issues associated with any future Base Realignment and Closure Commission recommendations or other federal Government Relocations and Consolidations. *(Revises and reaffirms previous position)*

### **FUNDING FOR THE VIRGINIA RAILWAY EXPRESS**

The Authority supports the Virginia Railway Express efforts to secure federal funding for the following capital projects: high capacity railcars, positive train control; train storage of rail equipment, station parking expansion, platform extensions and additions, and expansion of commuter rail service. *(Reaffirms previous position)*

### **LIMITS ON COMMUTER RAIL RELATED LIABILITY**

The Authority calls upon Congress to create a study commission in-lieu of raising the liability award cap as proposed in the Senate-approved DRIVE Act. This study would allow for better understanding of the impact of a change in liability award caps and consider third-party claims, as well as determine the potential increase in long-term operations costs and passenger ticket prices. This study would also allow for exploring a national commuter rail liability insurance pool. *(Revises and reaffirms previous position)*

### **FUNDING FOR TRANSPORTATION EMERGENCY PREPAREDNESS**

The Authority calls upon Congress to provide increased emergency preparedness and security funding to local and regional transportation agencies in the metropolitan Washington area. *(Reaffirms previous position)*

### **FUNDING FOR THE METROPOLITAN AREA TRANSPORTATION OPERATIONS COORDINATION (MATOC) PROGRAM**

The MATOC program is a coordinated partnership between transportation agencies in D.C., Maryland, and Virginia that aims to improve safety and mobility in the region through information sharing, planning, and coordination. The Authority calls upon Congress to provide increased funding to transportation agencies in the metropolitan Washington area to continue funding for MATOC's operations. *(Revises and reaffirms previous position)*

### **COMMUTER PARITY**

The Authority supports legislation that would permanently create parity between the level of tax-free transit benefits employers can provide to employees for transit and for parking benefits, as a way to make transit service more attractive to commuters who currently drive alone. In addition, the Authority supports legislation to permanently extend the current transit benefit to all branches of the federal government. *(Reaffirms previous position)*

### **MARKETPLACE FAIRNESS ACT**

The Authority supports passage of the Marketplace Fairness Act, as it will directly impact our region's road capacity and transit needs. The Commonwealth of Virginia's transportation funding bill, HB2313, depends on federal passage of the Marketplace Fairness Act. Should Congress enact the legislation, the Commonwealth can begin collecting these taxes. Over half of the revenues generated from these sales taxes will be allocated to the Commonwealth's Transportation Trust Fund (construction and transit), with the remainder being provided for local needs and public education. On January 1, 2015, the Commonwealth's gas tax increased by 1.6% per gallon, because the Marketplace Fairness Act had not been enacted, but these funds are primarily toward road maintenance. If Marketplace Fairness is acted on in the future, the Commonwealth can begin collecting taxes on remote sales and gas tax will revert to its previous level, while funding for construction and transit projects will increase.

*(Revises and reaffirms previous position)*

### **FLIGHT OPERATIONS AT REAGAN WASHINGTON NATIONAL AIRPORT**

The Authority agrees with other localities and regional bodies in opposing efforts to undermine regional and local authority over airports and supports maintaining the slot rule (limiting the takeoffs and landing) and the perimeter rule at Reagan Washington National Airport. Increasing the number of slots and changing the perimeter rules would have substantial negative impacts on congestion, efficiency, service and the surrounding community. Further, the region has encouraged air expansion at Dulles International Airport and Northern Virginia continues to significantly invest in transportation projects, such as the Metrorail Silver Line extension, that will provide greater accessibility to Dulles International Airport. *(Reaffirms previous position)*



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

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

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

**SUBJECT:** Approval of Reallocation of Congestion Mitigation and Air Quality Program  
(CMAQ) funds for the Town of Vienna

**DATE:** November 9, 2015

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1. **Purpose.** To seek Authority approval for the CMAQ Reallocation Request for the Town of Vienna.
2. **Suggested Motion:** *I move approval of the reallocation of Congestion Mitigation and Air Quality funds for the Town of Vienna.*
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 October 21, 2015, the Town of Vienna requested the following CMAQ reallocation:

- Transfer \$60,000 from UPC 100489 (Traffic Signal Reconstruction) to UPC 107242 (Mini-Roundabout - Park & Locust Streets). Two of the traffic signal reconstruction projects anticipated as part of UPC 100489 have been funded through a different funding source, freeing up these funds. The mini-roundabout project will smooth traffic flow and improve air quality by allowing vehicles to safely proceed through the intersection without stopping.

At its meeting on November 5, 2015, the JACC recommended approval of the Town of Vienna request

**Attachment(s):** Letter to VDOT NOVA District Administrator Cuervo  
Request Letters from the Town of Vienna

**Coordination:** Jurisdiction and Agency Coordinating Committee



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

November 12, 2015

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

Reference: Request to Reallocate CMAQ funds for the Town of Vienna projects

Dear Ms. Cuervo:

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

On October 21, 2015, the Town of Vienna requested the following CMAQ reallocation:

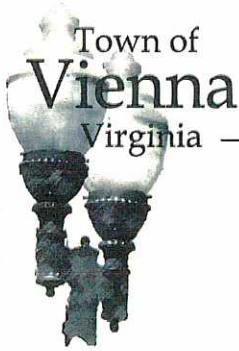
- Transfer \$60,000 from UPC 100489 (Traffic Signal Reconstruction) to UPC 107242 (Mini-Roundabout - Park & Locust Streets). Two of the traffic signal reconstruction projects anticipated as part of UPC 100489 have been funded through a different funding source, freeing up these funds. The mini-roundabout project will smooth traffic flow and improve air quality by allowing vehicles to safely proceed through the intersection without stopping.

On November 12, 2015, the Authority approved the request noted above. Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Martin E. Nohe  
Chairman

cc: Monica Backmon, Executive Director, NVTA  
Jan Vaughn, Transportation Planning Section, VDOT  
Dennis Johnson, PE, Public Works Director, Town of Vienna



Dennis Johnson, P.E.  
*Director*

October 27, 2015

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

RE: Reallocation of CMAQ funds, UPC 100489 to UPC 106524

Dear Ms. Dominguez,

The Town of Vienna requests NVTVA JACC concurrence to move \$25,000 from UPC 100489 Traffic Signal Reconstruction to UPC 106524 Traffic Signal Optimization. Two of the traffic signal reconstruction projects anticipated as part of 100489 have been funded through a different funding source, freeing up these funds to be reallocated. The Traffic Signal Optimization report prepared as part of UPC 106524 recommended signal timing changes at all Vienna-operated signals and these transfer funds will allow prompt implementation of the improvements.

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

Sincerely,

Dennis Johnson, PE  
Public Works Director

Enclosure: CMAQ/RSTP Transfer Request Form

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

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

Date: 10/27/2015

Name of Jurisdiction/Agency Requesting: Town of Vienna

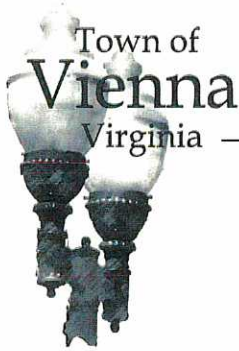
Current Balance of CMAQ/RSTP Funds Currently Allocated to Donor Project (Prior to this Transfer): \$188,500

From (Donor): To (Recipient):

UPC	Project Description	Type of Funds	Transfer from Previous Fiscal Years	If No. Year Requested	Transfer Amount	UPC	Project Description	Previously Approved by NVTA	If Yes, Year Approved	JACC Approval (NVTA)	Authority Approval (NVTA)	Funds Verified (VDOT)	Completed (VDOT)
100489	Traffic Signal Reconstruction	CMAQ	Y		\$25,000.00	106524	Traffic Signal Optimization	Y				10/21/2015	

TOTAL OF TRANSFER \$25,000.00

Attach Signed Request of Transfer Letter



Dennis Johnson, P.E.  
*Director*

October 21, 2015

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

RE: Reallocation of CMAQ funds, UPC 100489 to UPC 107242

Dear Ms. Dominguez,

The Town of Vienna requests NVTVA JACC concurrence to move \$60,000 from UPC 100489 Traffic Signal Reconstruction to UPC 107242 Mini-Roundabout - Park & Locust Streets. Two of the traffic signal reconstruction projects anticipated as part of 100489 have been funded through a different funding source, freeing up these funds to be reallocated. The Mini-Roundabout project will smooth traffic flow and improve air quality by allowing vehicles to safely proceed through the intersection without stopping.

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

Sincerely,

Dennis Johnson, PE  
Public Works Director

Enclosure: CMAQ/RSTP Transfer Request Form

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

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

Date: 10/21/2015

Name of Jurisdiction/Agency Requesting: Town of Vienna

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

From (Donor): To (Recipient):

UPC	Project Description	Type of Funds	Transfer from Previous Fiscal Years	If No. Year Requested	Transfer Amount	UPC	Project Description	Previously Approved by NVTA	If Yes, Year Approved	JACC Approval (NVTA)	Authority Approval (NVTA)	Funds Verified (VDOT)	Completed (VDOT)
100489	Traffic Signal Reconstruction	CMAQ	Y		\$60,000.00	107242	Mini-Roundabout, Park & Locust Streets	N				10/21/2015	

TOTAL OF TRANSFER \$60,000.00

Attach Signed Request of Transfer Letter

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 10, 2015

**SUBJECT:** MWCOG - Multi-Sector Working Group (MSWG) Greenhouse Gas (GHG) Emission Reduction Interim Report

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- 1. Purpose.** Authorize the NVTA Executive Director to submit comments on the Metropolitan Washington Council of Government's (COG), Multi-Sector Working Group (MSWG) Greenhouse Gas (GHG) Emission Reduction Interim Report dated October 20, 2015.
- 2. Suggested motion.** *I move authorization for the NVTA's Executive Director to submit comments on behalf of the NVTA based on the Jurisdiction and Agency Coordinating Committee (JACC) input on the COG Multi-Sector Working Group Greenhouse Gas Emission Reduction Interim Report.*
- 3. Background.**
  - a. The COG Multi Sector Working Group on GHG emission reduction has prepared an interim report with analysis of what COG characterizes as viable and stretch strategies. These strategies are expected to help reduce GHG emissions in the metropolitan region.
  - b. The Authority received a presentation with a discussion of the interim findings at its September 2015 meeting.
  - c. During the September presentation some of the strategies that the interim findings characterizes as "stretch" strategies such as cordon pricing were deemed to be very aggressive and may not be considered politically feasible.
  - d. COG requested comments on the interim report be received by November 16, 2015.
  - e. JACC members are coordinating with their respective localities and agencies in preparing comments.
  - f. The MSWG is expected to recommend an action plan that may include GHG reduction targets (mandatory or voluntary).
- 4. Next Steps.**
  - a. Comments on the interim report are due to COG by November 16, 2015.

- b. In January 2016, COG staff will request the COG Board to:
  - i. Consider options resulting from exploration of goals and targets and provide policy direction. The working group may recommend these targets to be mandatory.
  - ii. Endorse strategies for inclusion in the Action Plan.
  - iii. COG will begin development of the Action Plan in February 2016.



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 10, 2015

**SUBJECT:** Approval of the NVTa 2016 Calendar Year Meeting Schedule

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1. **Purpose:** To seek NVTa approval of the Calendar Year 2016 Meeting Schedule.
2. **Suggested Motion:** *I move Authority approval of the Calendar Year 2016 Meeting Schedule.*
3. **Background:** In calendar 2016 the NVTa through its elected and appointed members, staff and committees will continue to the work of implementing HB 2313. Implementation will continue through the updating of TransAction 2040-the region's long range transportation plan, developing the FY2017 Program, advancing previously adopted projects, and exerting fiscal oversight; while concurrently coordinating the various other planning and programming responsibilities of the Authority. Therefore, it is necessary for the Authority to continue to meet on a monthly basis.

In 2015, the Authority met prior to the Northern Virginia Regional Commission as there is some overlapping membership. As the Authority continues its work as the premiere regional planning, prioritization, programming and funding entity in Northern Virginia, it is important to allow sufficient time for the Authority to conduct its business meetings.

- a. The proposed meeting dates for 2016 are the second Thursday of each month with a start time of 7:00pm.
- b. The exceptions to the proposed meeting schedule are noted below:
  - i. August-NO MEETING
  - ii. Schedule may be adjusted if there is a VaCo/VML hold a joint meeting in Richmond.
  - iii. December meeting to start at 6:00pm, as it is anticipated that NVRC will meet afterwards.
- c. As done in years past, the schedule includes a public comment period in January 2016 to give the public the opportunity to comment on regional transportation issues.

**Attachment:** Draft CY2016 Northern Virginia Transportation Authority Meeting Schedule

## XXIV.ATTACHMENT

Proposed NVTA CY2016 Meeting Schedule  
Northern Virginia Transportation Authority  
3040 Williams Drive, Suite 200, Fairfax, VA 22031

January 14, 2016	7:00 pm
February 11, 2016	7:00 pm
March 10, 2016	7:00 pm
April 14, 2016	7:00 pm
May 12, 2016	7:00 pm
June 9, 2016	7:00 pm
July 14, 2016	7:00 pm
September 8, 2016	7:00 pm
October 13, 2016	7:00 pm
November 10, 2016	7:00 pm
December 8, 2016	6:00 pm

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

**FROM:** Mary Hynes, Chair, Bylaws Committee

**SUBJECT:** Recommended Amendments to Bylaws

**DATE:** November 9, 2015

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1. **Purpose:** Review the recommended amendments to the Northern Virginia Transportation Authority's Bylaws as part of the first read required prior to adoption.
2. **Background:** The NVRTA Bylaws were approved in 2008 and last amended in 2010. At the February 26, 2015 Authority meeting, Chairman Nohe appointed Chair Hynes as the Chairman of the Bylaws Committee. At the July 23, 2015 meeting, Delegate Minchew and Mayors Euille and Silverthorne were also appointed to the Committee. The Bylaws Committee has held four meetings (Wednesday, August 20, 2015, Wednesday, September 16, 2015, Wednesday, October 7 and Friday, November 7, 2015). The Bylaws Committee recommends a number of changes (Attachment A) to the Authority for consideration. The points below summarize the key recommended amendments:
  - a. Updates outdated sections of the Bylaws. This includes changing the code sections referenced in the Bylaws to be consistent with General Assembly actions.
  - b. Moves sections which are procedures to the Authority's procedures document.
  - c. Reviews and revises, where appropriate, the charge, quorum and voting requirements of the Authority's statutorily mandated Committees (Planning Coordination Advisory Committee and the Technical Advisory Committee) in addition to the standing committee (Finance).
  - d. Includes a place holder which would allow remote participation in Authority meetings, should the Authority choose to pass such the required policy in the future.
  - e. Creates a provision regarding a secondary designee to the Authority member, with associated procedures to be developed.
  - f. Creates two new standing committees and accompanying charges, membership and voting requirement:
    1. Planning and Programming Committee to supersede the current Project Implementation Working Group (PIWG), and

2. Governance and Personnel Committee.

- g. Clarifies the process for amendment, repeal, or alteration of the Bylaws.

3. **Next Steps:**

- a. Bylaws Committee will reconvene (if necessary) to discuss any additional proposed changes to the Bylaws per comments received during the first read of the recommended amendments.
- b. Anticipate adoption of the proposed changes to the Bylaws at the December 10, 2015 meeting.

**Attachment:** Recommended Amendments to Bylaws

Approved 6/12/08 – Revised 1/8/10; edited 11-6-15

**BYLAWS**

**OF**

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**ARTICLE I**

**POWERS AND DUTIES**

The Northern Virginia Transportation Authority, (the “Authority or NVTA”) shall have all of the rights, powers and duties, and shall be subject to the limitations and restrictions, set forth in Chapter ~~48.2-25~~ of Title ~~45.2-33.2~~ of the Code of Virginia, the Northern Virginia Transportation Authority Act, ~~§§15.2-4829-3.2-2500~~ et seq. Va. Code Ann., as such may be amended from time to time.

**ARTICLE II**

**MEMBERSHIP**

A. **Jurisdictions Embraced by Authority.** The Authority shall embrace the counties of Arlington, Fairfax, Loudoun, and Prince William, and the cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park.

B. **Authority Members.** The Authority shall consist of seventeen (17) members as follows:

- (1) The chief elected officer of the governing body of each of the counties and cities embraced by the Authority. The chief elected officer may, in his or her discretion, appoint a designee upon written notice signed by the chief elected officer provided to the Chairman, which designee shall be a current elected officer of the same governing body as the chief elected officer, to serve as a member of the Authority in the place and stead of the chief elected officer and who shall serve until the designee resigns as the designee or ceases to be an elected officer of the governing body, the chief elected officer making the appointment leaves office, the chief elected officer replaces the designee, or the duration of the designation expires.

The chief elected officer may, in his or her discretion, appoint one secondary designee in accordance with procedures established by the Authority.

Two members of the House of Delegates who reside in different counties or cities embraced by the Authority. The House members shall be appointed to the

Authority by the Speaker of the House and shall be, to the extent practicable, from the membership of the House Committee on Appropriations, the House Committee on Finance, or the House Committee on Transportation.

- (2) One member of the Senate who resides in a county or city embraced by the Authority. The Senate member shall be appointed by the Senate Committee on Privileges and Elections and shall be, to the extent practicable, from the membership of the Senate Committee on Finance and the Senate Committee on Transportation.
- (3) Two citizens appointed by the Governor. One of the citizens shall be a member of the Commonwealth Transportation Board who resides in a county or city embraced by the Authority. The other citizen appointed by the Governor shall be a person who has significant experience in transportation planning, finance, engineering, construction, or management who resides in a county or city embraced by the Authority but who is not a resident of the same county or city as the other citizen appointed by the Governor to the Authority. The gubernatorial appointee who is not a member of the Commonwealth Transportation Board shall serve for a term of four years.
- (4) The Director of the Virginia Department of Rail and Public Transportation, or his or her designee, shall be a non-voting member of the Authority.
- (5) The Commonwealth ~~Transportation Commissioner~~ Commissioner of Highways, or his or her designee, shall be a non-voting member of the Authority.
- (6) The chief elected officer of one town in a county which the Authority embraces to be chosen by the Authority shall be a non-voting member of the Authority. The Town member shall be selected at the annual meeting and shall be rotated on an annual basis.

### ARTICLE III

#### OFFICERS AND DUTIES

- A. **Officers.** The Authority shall annually elect from its voting members a Chairman and a Vice Chairman. The Authority may further elect such other subordinate officers from among its voting members as it may from time to time deem appropriate. The election of officers shall be conducted in accordance with the voting procedures set forth in Article IV, section L.
- B. **Terms of Office.** Officers of the Authority shall be elected at the annual organizational meeting of the Authority to serve for a term of one (1) year, unless

sooner removed by the Authority, the officer ceases to be a member of the Authority, or until a successor is elected. All officers shall be eligible for re-election. Any vacancy occurring in an office will be filled for the unexpired term by the Authority at the next regular meeting following the occurrence of such vacancy.

- C. ~~Appointment~~**Nominating Committee**. At a regular meeting held preceding the annual organizational meeting at which the election of officers will be held, the Chairman shall appoint a nominating committee. At the annual organizational meeting, the nominating committee shall submit the name or names of one or more persons for each office to be filled. Further nominations may be made by any [voting](#) member at the annual meeting.
- D. **Chairman**. The Chairman shall preside over all meetings of the Authority at which he or she is present, and shall vote as any other member. The Chairman shall be responsible for the implementation of the actions taken and policies established by the Authority, shall have all of the powers and duties customarily pertaining to the office of Chairman, **including the appointment of committee chairs**, and shall perform such other duties as may from time to time be established by the Authority.
- E. **Vice Chairman**. In the event of the absence of the Chairman, or the inability of the Chairman to perform any of the duties of the office or to exercise any of the powers thereof, the Vice Chairman shall perform such duties and possess such powers as are conferred on the Chairman, and shall perform such other duties as may from time to time be assigned to the Vice Chairman by the Chairman or be established by the Authority.

## ARTICLE IV

### MEETINGS

- A. **Annual Organizational Meeting**. ~~Effective with calendar year 2009, T~~the Authority hereby establishes as its annual organizational meeting the first meeting held by the Authority in the month of January.
- B. **Public Notice**. All meetings of the NVTa, other than special meetings, shall be preceded by public notice of at least three (3) business days. Public notice shall include, as a minimum, providing the date, time and place, as well as the agenda, for all meetings on the NVTa website and available in the office of the Executive Director.
- A.C. **Regular Meetings**. At its annual organizational meeting, the Authority shall adopt a schedule of times, dates, and places of its regular meetings for the relevant calendar year, and shall assess the need for adoption of, or revisions to, meeting procedure rules for the Authority.

**B-D. Changing Meetings.** The Authority may change the date, time, or place of any regular meeting to another, when such change is deemed necessary by the Authority, or it may establish additional regular meetings in any month. The Authority may eliminate any regular meetings shown on its annual schedule of meeting dates in the event that it determines that it can successfully complete its work in fewer meetings.

**C-E. Special Meetings.** Special meetings shall be held when requested by two or more Authority members. Such request shall be in writing, addressed to the Chairman, and shall specify the matter(s) to be considered at the meeting. Upon receipt of such request, the Chairman shall immediately ensure the necessary coordination for a meeting site and time and cause notice to be provided to each member of the Authority to attend the special meeting at the time and place specified. Such notice shall specify the matter(s) to be considered at the meeting, and shall be sent by electronic (e.g., email) or telephonic means. No matter not specified in the notice shall be considered at such meeting unless all of the members of the Authority are present.

**D-F. Adjourned Meetings.** Any regular or special meeting may be adjourned to a date and time certain.

~~**E. Public Notice.** All meetings of the NVTA shall be preceded by public notice of at least three business days. Public notice shall include, as a minimum, providing the date, time and place, as well as the agenda, for all meetings on the NVTA website and available in the office of the Executive Director.~~

**F-G. Public Hearing.** Public hearings may be held at the direction of the Authority and shall, unless otherwise required by law or specified by the Authority or these Bylaws, be upon notice provided on the NVTA website and in a newspaper or newspapers having general circulation in the geographic area encompassed by the Authority.

**G-H. Open Meetings.** All Authority meetings shall be open to the public in accordance with The Virginia Freedom of Information Act (§§ 2.2-3700 *et seq.* Va. Code Ann), provided that the Authority may meet in closed session for those purposes authorized by, and held in accordance with, the requirements of The Virginia Freedom of Information Act, to include requirements for public notice.

**H-I. Quorum.** A majority of the Authority, which majority shall include at least a majority of the representatives of the counties and cities embraced by the Authority and a majority of the members of the Authority, shall constitute a quorum. The three nonvoting members of the Authority shall be included for purposes of constituting a quorum. In the event the Authority adopts a written policy permitting a member to participate in meetings through electronic means in accordance with § 2.2-3708.1 Va. Code Ann., members may be allowed to participate in meetings through electronic means from remote locations in accordance with the Authority's policy and all applicable laws.



**J. Temporary Absence.** No decision shall be made by the Authority unless a quorum is present; provided, however, that the temporary absence from the meeting room of members sufficient to constitute a quorum shall not be deemed to prevent the hearing of presentations or the discussion of matters submitted to the Authority. The Chairman or any other Authority member may suggest the absence of a quorum prior to the taking of any action by the Authority, but a failure to suggest the absence of a quorum shall not be deemed to alter the effect of this rule requiring a quorum as a prerequisite to any decision.

**J.K. Decisions of the Authority.** The Authority shall act in one of the following ways:

(1)

**Resolution** - The Authority may act upon adoption of a resolution. ~~Resolutions shall be in writing, and a copy shall be delivered to all members of the Authority, to the extent practicable at least three business days before the resolution is proposed for adoption.~~

(2) **Motion** - The Authority may act on an oral motion made by a voting member of the Authority.

**K.L. Voting.**

(1) **Votes** - Votes shall be taken only upon motions made and seconded. Each member of the Authority, with the exception of the Director of the Virginia Department of Rail and Public Transportation, or his designee, the Commonwealth ~~Transportation Commissioner~~Commissioner of Highways, or his designee, and the town representative, shall be entitled to one (1) vote in all matters requiring action by the Authority. Decisions of the Authority shall require the affirmative vote of two-thirds of the Authority members present and voting, and two-thirds of the representatives of the counties and cities embraced by the Authority who are present and voting and whose counties and cities include at least two-thirds of the population embraced by the Authority. However, no vote to fund a specific facility or service shall fail because of the aforesaid population criterion if such facility or service is not located or to be located, or provided or to be provided within the county or city whose representative's sole negative vote caused the facility or service to fail to meet the population criterion. For purposes of the foregoing, the population of the counties and cities embraced by the Authority shall be determined in accordance with Article VIII, section D of these Bylaws.

(2) **Methods of Voting** - All voting shall be taken by voice or by roll call if requested by any voting member of the Authority.

(3) **Restating the Question** - The Chairman, ~~shall as needed, may~~ restate the question prior to the taking of a vote, provided, however, that at the request of the

Chairman, an Authority member may restate the question if it is the opinion of the Chairman that such procedure will expedite the decision of the question.

- (4) **Reconsideration** - Action on a resolution or motion may be reconsidered only upon motion of a member voting with the prevailing side on the original vote, which motion must be made at the same or immediately subsequent regular meeting. A motion to reconsider may be seconded by any voting member. Any such matter defeated by a tie vote may be reconsidered upon motion by any Authority member having voted to defeat the matter at the same or the next regularly scheduled meeting.

**L.M. Commencement of Meetings.** At the times specified for the commencement of regular meetings, and at the hour specified for adjourned or special meetings, the Chairman shall call the meeting to order, and shall ensure that the presence or absence of Authority members is noted. A quorum shall be required for the commencement of any meeting. In the absence of a quorum, the Authority members present may receive informational presentations and discuss Authority business; however, no action may be taken.

**M.N. Agenda.** The Chairman shall cause to have prepared an agenda for each meeting. Any member having matters to be considered by the Authority shall submit them to the Chairman for inclusion on an appropriate agenda. The agenda for an upcoming meeting and related materials prepared by the Executive Director and staff with any recommendations, to the extent available, shall be sent to the Authority members at least one (1) week prior to the meeting date. Members that wish to propose an alternative to a staff recommendation shall give should whenever possible, give three (3) business days written notice to the Chairman of such prior to the meeting and provide the details of such alternative. This requirement shall not limit the Authority's ability to act in the manner it deems appropriate after consideration of a matter at the Authority's meeting.

**N.O. Minutes.** Minutes of the meetings of the Authority shall be kept, which minutes shall be a public record, except closed sessions. Copies of the minutes shall be provided to each member of the Authority prior to the meeting at which the minutes are to be presented for approval by the Authority.

**O.P. Closed Sessions.** If a closed session is required at a meeting, consistent with the purposes permitted by Va. Code Ann. § 2.2-3711 Va. Code Ann., the agenda shall specify a time or position on the agenda, generally after all public business has concluded, for such a closed session properly called and conducted in accordance with the Virginia Freedom of Information Act § 2.2-3712 Va. Code Ann. When so requested, the Chairman may permit a closed session at any other time prior to consideration of any agenda item.

**THIS SECTION IS MOVING TO PROCEDURES**

P.Q. ~~Order in Conduct of Business.~~

- (1) ~~Persons Addressing the Authority~~—Prior to public comment and public hearings, the Authority will provide guidelines for length of presentations by individuals and group representatives. Persons speaking at public hearings shall confine their remarks to the subject of the public hearing. At the discretion of the Chairman, the conduct of business by the Authority may be reordered to allow earlier consideration of matters about which a substantial number of persons desire to address the Authority. Persons addressing the Authority may furnish the Chairman and members of the Authority with a written copy of their remarks, at or before the meeting.
- (2) ~~Recognition~~—Recognition shall be given only by the Chairman. No person shall address the Authority without first having been recognized.
- (3) ~~Questions~~—Questions by members of the Authority shall be reserved insofar as possible for the end of a presentation to avoid interrupting the speaker, disrupting the time-keeping process, and duplicating ground the speaker may cover.
- (4) ~~Authority Discussion~~—Discussion and debate by the Authority shall be conducted following the presentation of the item of business pending. Members shall not speak to the item until recognized by the Chairman.

Q.R. ~~Decorum.~~

- (1) ~~Authority Members~~—Decorum of Authority members shall be maintained in order to expedite disposition of the business before the Authority. Questions and remarks shall be limited to those relevant to the pending business. Members shall address all remarks to the Chairman.
- (2) ~~Others~~—Decorum of persons other than members shall be maintained by the Chairman, who may request such assistance as may appear necessary. Persons addressing the Authority shall first be recognized by the Chairman and shall audibly state their name and address, and, if applicable, who they represent. Speakers shall limit their remarks to those relevant to the pending items and to answering questions. They shall address the Authority as a whole unless answering an individual member's questions. Persons whose allotted time to speak has expired shall be warned by the Chairman to conclude after which such person shall leave, unless he or she is asked to remain to answer questions from the Authority. The Chairman shall call the speaker to order if out-of-order remarks are made or other indecorous conduct occurs. If such persists, the Chairman shall rule the speaker out of order and direct the speaker to leave. Groups or a person in the audience creating an atmosphere detrimental or disturbing to the conduct of the meeting will be asked to leave by the Chairman.

## ARTICLE V

### COMMITTEES

A. Open Meeting Requirement. Consistent with § 2.2-3701 and § 2.2-3707 Va. Code Ann., all Authority-appointed committees and subcommittees (~~e.g., Finance Committee~~) of the Authority shall comply with the open meeting requirements of the Virginia Freedom of Information Act.

(1) The Authority is required to have two Advisory Committees by statute:

- (a) Technical Advisory Committee
- (b) Planning Coordination Advisory Committee

(2) The Authority shall have three standing committees:

- (a) Finance Committee
- (b) Planning and Programming Committee (formerly Project Implementation Working Group)
- (c) Governance and Personnel Committee

(3) The Authority may appoint additional committees and subcommittees as necessary.

(4) Unless otherwise specified in these Bylaws, all committees shall adhere to meeting procedures that are the same or similar to those used by the Authority as set forth in these Bylaws and comply with the Virginia Freedom of Information Act.

(5) In no event shall review and recommendation by a committee or subcommittee be required before the Authority may act on a matter except as may be provided by law.

#### A.B. Finance Committee.

(1) Charge. This committee shall be responsible for advising the Authority on all financial matters and overseeing financial activities undertaken by the NVTA professional staff, including:

- (a) Reviewing, commenting on, and recommending the annual budget presented by the Executive Director
- (b) Reviewing, commenting on, and recommending any budget amendments presented by the Executive Director
- (c) Overseeing the NVTA's financial policies (e.g., bond, investment, procurement, risk management) and making appropriate recommendations
- (d) Monitoring contracts for incidental services, including incidental financial services, and recommending task orders

- (e) Monitoring NVTA's expenditures for compliance with policies and guidance of the NVTA
  - (f) Reviewing annual revenue estimates
  - (g) Approving the selection of an audit firm and audit work plan supporting the annual preparation of financial statements
  - (h) Assisting with other financial activities as may be directed by the NVTA.
- (2) Membership. The Committee shall consist of five (5) members of the NVTA appointed by the Chairman for staggered two year terms.
  - (3) Chairman. The chairman and the vice chairman of the Committee shall be appointed by the Chairman of the NVTA.
  - (4) Staff Support. Staff support will be provided by the NVTA staff. As requested by the committee chairman, additional support may be provided by jurisdictional or agency staffs.
  - (5) Quorum and Voting. A quorum shall consist of a majority (3) of the committee members. The committee shall strive for consensus when developing recommendations. Approval of recommendations or actions shall require an affirmative vote of a majority of the members present, which shall include at least three jurisdictional representatives in the affirmative.

C. Governance and Personnel -Committee.

(1) Charge. This committee shall be responsible for the following:

- (a) Periodic review and procedural amendments to the Bylaws,
- (b) Personnel issues including the review and recommendation of staff that report to the Authority,
- (c) Review of the Authority's Legislative Program
- (d) Develop a policies and procedures related to governance and personnel of the Authority such as a policy for participation by members of the Authority in meetings by electronic communication means "in accordance with the statute."—
- (e) Other special assignments as directed by the Chairman of the Authority.

- (2) Membership. The Committee shall consist of five (5) members of the NVTA appointed by the Chairman for staggered two year terms. The members shall include a chairman, vice-chairman, two (2) NVTA committee chairs and an NVTA General Assembly member.
- (3) Chairman. The chairman and the vice chairman of the Committee shall be appointed by the Chairman of the NVTA.
- (4) Staff Support. Staff support will be provided by the NVTA staff. As requested by the committee chairman, additional support may be provided by jurisdictional or agency staffs.
- (5) Quorum and Voting. A quorum shall consist of a majority (3) of the committee members. The committee shall strive for consensus when developing recommendations. Approval of recommendations or actions shall require an affirmative vote of a majority of the members present, which shall include at least three jurisdictional representatives in the affirmative.

B.D. Planning and Programming Committee.

Charge. This committee shall be responsible for advising the Authority of planning and programming recommendations including TransAction, the Six Year Program, the Project Selection Process on projects within the Authority's adopted revenues.

- (1) Membership. The Committee shall consist of five (5) members of the NVTA appointed by the Chairman for staggered two year terms. The members shall include a chairman, vice-chairman, two (2) NVTA committee chairs and an NVTA General Assembly member.
- (2) Chairman. The chairman and the vice chairman of the Committee shall be appointed by the Chairman of the NVTA.
- (3) Staff Support. Staff support will be provided by the NVTA staff. As requested by the committee chairman, additional support and participation may be provided by jurisdictional or agency staffs.
- (4) Quorum and Voting. A quorum shall consist of a majority (3) of the committee members. The committee shall strive for consensus when developing recommendations. Approval of recommendations or actions shall require an affirmative vote of a majority of the members present, which shall include at least three jurisdictional representatives in the affirmative.

C.E. Technical Advisory Committee (TAC).

- (1) Charge. This committee of individuals with multi-modal expertise and regional focus shall be responsible for reviewing the development of major projects and potential funding strategies and providing recommendations to the NVTA. “Development of projects” means 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.
- (2) Membership. The committee shall consist of nine (9) individuals who reside or are employed in counties and cities embraced by the Authority and have experience in transportation planning, finance, engineering, construction, or management. An effort shall be made to have multi-modal representation, to include highway, transit, pedestrian, and bicycle expertise as well as being balanced regionally. The NVTA will recommend a list of members each year and request that the chief elected officer from relevant jurisdictions appoint selected persons to the committee. Initially, half the locally appointed members will serve a one (1) year term. The other half will serve two (2) year terms. Subsequently, members will serve three (3) year terms. The chairman of the Commonwealth Transportation Board (CTB) will appoint three members to three (3) year terms. Locally appointed members may be removed by the Chairman of the NVTA for failure to attend three consecutive meetings or if the member no longer resides or is employed in an NVTA jurisdiction.
- (3) Chairman. The chairman and vice chairman shall be appointed by the Chairman of the NVTA.
- (4) Staff Support. Staff support shall be provided by NVTA professional staff, ~~with additional support as may be needed from time to time from the Jurisdictional and Agency Coordinating Committee (JACC).~~
- (5) Quorum and Voting. A quorum shall consist of a majority (5) of members. The committee shall strive for consensus when developing recommendations. If consensus cannot be achieved, majority and minority reports that identify issues that need to be addressed shall be presented to the NVTA.

#### D.F. **Planning Coordination Advisory Committee (PCAC).**

- (1) Charge. This committee shall ~~be responsible for advising provide~~ recommendations to the NVTA on broad policy issues related to the periodic update of the NVTA’s Long Range Transportation Plan (e.g., TransAction-2030) ~~and the rolling extension and the development~~ of the NVTA’s Six Year Program. It may, from time to time, offer the NVTA advice -on with special consideration ~~to~~ regional transportation, ~~land use and growth~~ issues and provide advisory advise on the NVTA’s annual legislative program. recommendations to the NVTA.
- (2) Membership. Membership of the committee consists of 14 members representing the nine member localities and towns with populations of at least 3,500. All



members shall be elected officials from jurisdictions embraced by the NVTA. Such membership shall include, as a minimum, one elected official from each town that is located in any county embraced by the NVTA and receives street maintenance payments. ~~[Remaining membership TBD.]~~

~~Revision approved by Authority 4.17.14. Revision attached. Will be included in next update of Bylaws.~~

~~(3)~~(2) Chairman. The chairman and vice chairman shall be appointed by the Chairman of the NVTA.

~~(4)~~(3) Staff Support. Staff support shall be provided by the NVTA staff. The chairman may request additional support from jurisdictional and agency staffs as needed.

~~(5)~~ Quorum and Voting. A quorum shall consist of ~~a majority of the five (5)~~ committee members. The committee shall strive for consensus when developing recommendations. In the event that consensus cannot be attained, approval of an advisory recommendation or other actions shall require the presence of a quorum and an affirmative vote of two-thirds of the members present representing two-thirds of the region's population.~~viaby roll call of a majority of the members present. Recommendations made by the committee must be vetted at on the agenda and discussed at not less than two meetings. For purposes of such votes, town populations shall be subtracted from county populations and voted independently.~~

~~E.G.~~ Ad Hoc Committees. As needed, the Chairman of the NVTA may appoint ad hoc committees to pursue specific tasks ~~(e.g., nominating committee).~~

## ARTICLE VI

### NVTA TRANSPORTATION PLAN

A. **NVTA Regional Transportation Plan**. The Authority shall adopt and regularly periodically update ~~at the~~ NVTA Regional Transportation Plan for Northern Virginia. The Plan shall consist of the NVTA Long Range Transportation Plan and the NVTA Six Year Program.

(1) NVTA Long Range Transportation Plan. The Authority shall adopt an unconstrained NVTA Long Range Transportation Plan (*TransAction 2030* or its successor) for Northern Virginia. In carrying out this responsibility, the Authority shall, on the basis of regional consensus, set regional transportation policies and priorities for regional transportation projects. In support of regional consensus, it is desirable that NVTA secure the formal approval of each of its member jurisdictions before adoption of the plan. The policies and priorities shall be guided by performance-based criteria such as the ability to improve travel times,



reduce delays, connect regional activity centers, improve safety, improve air quality, and move the most people in the most cost-effective manner.

(2) NVTA Six Year Program. The Authority shall adopt a NVTA Six Year Program for Northern Virginia that includes, but not necessarily be limited to, transportation improvements of regional significance and those improvements necessary or incidental thereto. The NVTA Six Year Program shall include all transportation improvements to be funded from NVTA-generated funding over a six (6) year period. The Authority shall from time to time, not less than annually, review and, as necessary, revise and amend the Six Year Program. The provisions of ~~§§15.2-4527 et seq.,33.2-1928~~ Va. Code Ann. shall apply to preparation and adoption of the Six Year Program.

B. **Procedure for Adoption and Amendment of Long Range Transportation Plan and Six Year Program**. The Long Range Transportation Plan and the Six Year Program, separately or at the same time, shall be adopted, altered, revised or amended only after a public hearing held upon thirty (30) days' notice consistent with [the Act and the Authority's NVTA](#) public notice procedures.

## ARTICLE VII

### ADMINISTRATION

- A. **Executive Director**. The Authority shall employ an Executive Director who shall have direct authority for the employment, retention, and supervision of all of the other employees of the Authority. The Executive Director shall have direct control, subject to the Authority, of the management of the day-to-day administrative affairs of the Authority. The Executive Director shall propose activities to the Authority and shall carry out policies, programs and projects approved by the Authority, and shall be responsible for preparing and presenting the annual budget. The Executive Director may not contemporaneously serve as a member of the Authority.
- B. **Staff**. The Authority may employ such staff of qualified professional and other persons as the Authority determines to be necessary to carry out its duties and responsibilities. Staff of the Authority may not contemporaneously serve as a member of the Authority.
- C. **Execution of Instruments**. The Executive Director, on specific authorization by the Authority, shall have the power to sign or countersign in its behalf any agreement or other instrument to be executed by the Authority including checks and vouchers in payment of obligations of the Authority.

## ARTICLE VIII

## FINANCES

- A. **Finances and Payments.** The monies of the Authority shall be deposited in a separate bank account or accounts in such banks or trust companies as the Authority designates, and all payments (with the exception of those from petty cash) shall be made in the most practicable manner as determined by the Authority. Checks and drafts shall be signed in the name of the Authority by the Executive Director or, in the Executive Director's absence, those authorized from time to time by vote of the Authority. An Authority financial policy shall be developed that prescribes threshold requiring any countersignatures.
- B. **Audits.** At least once each year, the Authority shall cause an audit to be made by an independent certified public accountant of all funds of the Authority. Such audits will, at a minimum, obtain an opinion as to the accuracy of the annual financial statements from a certified public accounting firm. Additional audit activity may be obtained by the Finance Committee as it deems prudent.
- C. **Budget and Fiscal Year.** ~~After a duly convened public hearing held in accordance with the requirements of these Bylaws,~~ The Authority shall adopt an annual budget prior to the start of its fiscal year which budget shall provide for all of the revenues and the operating, capital, and administrative expenses of the Authority for the fiscal year. The fiscal year of the Authority will commence on July 1st each year and will terminate on the following June 30th.
- D. **Administrative Expenses.** The administrative expenses of the Authority, as provided for in the Authority's annual budget, and which shall not include funds for construction or acquisition of transportation facilities and/or the performance of any transportation service, shall be allocated, to the extent funds for such expenses are not provided for from other sources, among the component counties and cities on the basis of relative population as determined by the most recently preceding decennial census, except that on July 1 of the fifth (5th) year following such census, the population of each county and city shall be adjusted based on population projections made by the Weldon Cooper Center for Public Service of the University of Virginia.
- E. **Per Diem Payments.** The Authority may pay its members for their services to the Authority a per diem in either: (1) the amount provided in the general appropriations act for members of the General Assembly engaged in legislative business between sessions, or (2) a lesser amount determined by the Authority.
- F. **Bond of Officers and Others.** The officers of the Authority and such employees as the Authority so designates, may, prior to taking office or starting employment, respectively, be required by the Authority to give bond payable to the Authority conditioned upon the faithful discharge of that officer or employee's duties, in such amount as the Authority may require. The premium for each such bond shall be paid by the Authority and the bond(s) shall be filed with the Authority. The Authority

may fulfill this bonding requirement through plans or agreements offered by the Commonwealth of Virginia.

## ARTICLE IX

### AMENDMENTS

Any amendment, repeal, or alteration of the Bylaws must be considered at two (2) Authority meetings prior to action.

Any proposed amendment, repeal or alteration, in whole or in part, of these Bylaws shall be on a meeting agenda and presented in writing ~~and read~~ for a first time at a regular meeting of the Authority. ~~Such proposal~~The section or sections proposed for amendment may be considered and further amended at such meeting, and ~~the Authority may act on the proposal, following consideration and amendment germane to the section or sections affected by such proposal in accordance with the voting requirements of these Bylaws, if the amendment was distributed to the members of the Authority in writing at least 30 days before the meeting. If such amendment was not distributed in writing 10 days in advance or the Authority chooses to defer action, the proposed amendment will~~ shall then be scheduled for consideration and action at a subsequent regular meeting ~~or a special meeting called for the purpose~~. At such subsequent meeting, ~~such proposal shall be read a second time, the section or sections proposed for amendment, as further amended,~~ shall be subject to further consideration and amendment ~~germane to the section or sections affected by such proposal,~~ and shall thereafter be acted on in accordance with the voting requirements of these Bylaws. Additional Amendments to a section or sections of the Bylaws, other than those previously proposed and considered at the first regular meeting, and those further amendments that arose out ~~resulted from~~ of the Authority's discussion at the first regular meeting, must be considered for the first time at a separately noticed ,meeting and thereafter acted upon in accordance with this section. shall be proposed anew in accordance with the above procedures.

## ARTICLE X

### PROCEDURES

Parliamentary Procedure. In all matters of parliamentary procedure not specifically governed by these Bylaws or otherwise required by law, the current edition of *Robert's Rules of Order*, newly revised, shall apply.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**JURISDICTION AND AGENCY COORDINATING COMMITTEE**  
**(TransAction Subcommittee)**

**MEMORANDUM**

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 9, 2015

**SUBJECT:** TransAction Update

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1. **Purpose.** To publicly launch the update to the Northern Virginia Transportation Authority's (NVRTA) long range transportation plan, provide a status report on progress to date, and to present the results of the TransAction Benchmark Survey.
2. **Background.** At its meeting on July 23, 2015, the Authority selected AECOM as its consultant to update the region's long range transportation plan. The updated plan is scheduled to be adopted in 2017. The current plan is TransAction 2040. The updated plan will be called TransAction, with a tagline of 'Transportation Action Plan for Northern Virginia.'

TransAction, when adopted, will provide a multi-decadal vision for transportation improvements in Northern Virginia and will guide the development of the Authority's FY2018-23 Six Year Program. This TransAction update is the first since the implementation of HB 2313 (2013). Per the legislation, the Authority can only fund regional projects that are included in its current long range transportation plan.

3. **Launch Activities.** The November 12, 2015 Authority meeting marks the official launch of the TransAction update. Multiple waves of initial public information are planned through February 2016, designed to encourage public engagement in subsequent phases of the update. The project website has been launched, together with a dedicated TransAction Twitter account. Combined, these will enable a rolling 'virtual' launch, offering interested citizens the opportunity to not just register for future updates but to actively engage in the TransAction update process.

A complementary media launch event is planned for November 18<sup>th</sup>. While this is not a ribbon-cutting or ground-breaking event, it will be held adjacent to the Route 7 Bridge

across the Dulles Toll Road. This location was selected because Route 7 will be widened across the Dulles Toll Road using funding that includes \$13.9 million from the Authority's FY2015-16 Two Year Program.

Finally, briefings to member jurisdictions and partner agencies are currently being planned for January and February 2016. Jurisdictional and NVTA staff are working closely to identify the most appropriate Board, Commission, or other meetings at which to make these presentations.

Ultimately, a high degree of public engagement will lead to a robust long range transportation plan for Northern Virginia. This in turn will help to guide the development of the portfolio of transportation investments that will form the Authority's FY2018-23 Six Year Program.

- 4. Status.** NVTA staff and the AECOM team kicked off the project on August 6, 2015. This was immediately followed by a kick off meeting with the TransAction subcommittee, comprised of jurisdictional and agency staff. The subcommittee provides general oversight and guidance to NVTA staff and the AECOM team, although day to day management of the project is the sole responsibility of NVTA staff. The subcommittee meets on a monthly basis.

Multiple activities are currently underway. In addition to the launch activities described above, foundational research has been initiated to identify best practices across the nation related to regional transportation planning, with a particular focus on performance-based planning and congestion reduction. Research is also being conducted into 'what's new' in transportation. Relevant trends have been identified across numerous topics, including increased availability and use of transportation data, travel trends, new mobility services, and rapidly evolving transportation technologies, including automated vehicles.

This research will be used to refine the TransAction goals, objectives, and performance measures, and fine-tune the detailed technical approach as necessary.

Finally, the AECOM team has recently completed an online Benchmark Survey. The survey has multiple purposes. First, it establishes an immediate 'snapshot' of Northern Virginians' values and perceptions related to transportation. Second, it provides a benchmark to measure progress against, using a follow up survey approximately one year from now. Finally, it provides a wealth of information that can be explored in greater detail through interactive polls on the new TransAction website. These polls will in turn promote public engagement during the update process.

- 5. Next Steps.** Future updates will be provided to the Authority throughout the two-year project timeline.

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

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 9, 2015

**SUBJECT:** FY2015 Report to the Joint Commission on Transportation Accountability

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- 1. Purpose:** To inform the Northern Virginia Transportation Authority (NVTA) of the FY2015 Report developed for the Joint Commission on Transportation Accountability (JCTA).
- 2. Background:** On April 3, 2013, the Virginia General Assembly approved the final version of House Bill 2313 (HB 2313). This legislation established a dedicated, sustainable funding stream for transportation in Northern Virginia. HB 2313 separates these funds into “70% Regional Revenues,” which are allocated by the Authority to regional transportation projects; and “30% Local Distribution Revenues,” which are distributed to localities for locally determined transportation projects and purposes.

The State’s Budget Bill HB 5002 (2014) directs the Joint Commission on Transportation Accountability to provide oversight of the use of funds generated for the Commonwealth and for the Northern Virginia and Hampton Roads regions, pursuant to Chapter 766 of the 2013 Acts of Assembly (HB 2313). The submission of the Report is due November 15<sup>th</sup> annually.

**Attachment:** FY2015 Annual Report to the Joint Commission on Transportation Accountability

# A New Era of Transportation Improvements



Fiscal Year 2015  
Annual Report to the  
Joint Commission on Transportation Accountability  
November 12, 2015

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Northern Virginia Transportation Authority  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031  
Phone: (703) 642 4652  
Fax: (703) 642 5077

## Background

The Northern Virginia Transportation Authority (NVTA) is a political subdivision of the Commonwealth of Virginia, created in 2002 by the Northern Virginia Transportation Authority Act, Chapter 25, Title 33.2, of the Code of Virginia (SB 576). The NVTA's primary function is to conduct transportation planning, prioritization, programming and funding for the Northern Virginia region.

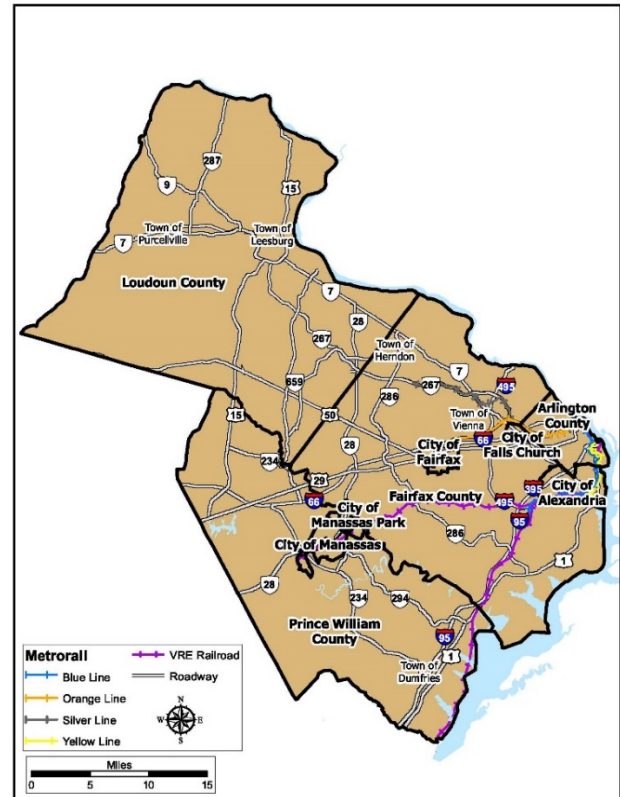
On April 3, 2013, the Virginia General Assembly approved the final version of House Bill 2313 (HB 2313). This legislation established a dedicated, sustainable funding stream for transportation in Northern Virginia. HB 2313 separates these funds into "70% Regional Revenues," which are allocated by the Authority to regional transportation projects; and "30% Local Distribution Revenues," which are distributed to localities for locally determined transportation projects and purposes. These funds allow the NVTA to begin fulfilling its mission to address regional transportation challenges.

The Joint Commission on Transportation Accountability (JCTA) through the Budget Bill HB 5002 of 2014, was given the responsibility of review and oversight of the usage of funding generated pursuant to the provisions of HB 2313. The NVTA has prepared this report to inform the JCTA of the uses of the HB 2313 funds through FY2015.

On July 24, 2013, the Authority approved its first project list, the FY2014 Program, setting in motion a new era of transportation improvements for the Northern Virginia region. The FY2014 Program projects were reported last year. On April 23, 2015, the Authority adopted its second list of projects, the FY2015-16 Two Year Program. This Two-Year Program continues the work of reducing congestion and improving mobility in Northern Virginia.

Through the FY2014-16 Programs, the Authority has programmed \$535 million in regional transportation investments. While this is a large amount, it represents only a fraction of the nearly \$42 billion in transportation infrastructure and service expansions identified in the Northern Virginia portion of the D.C. metropolitan region's Constrained Long Range Plan and the additional recommended regional improvements in TransAction 2040.

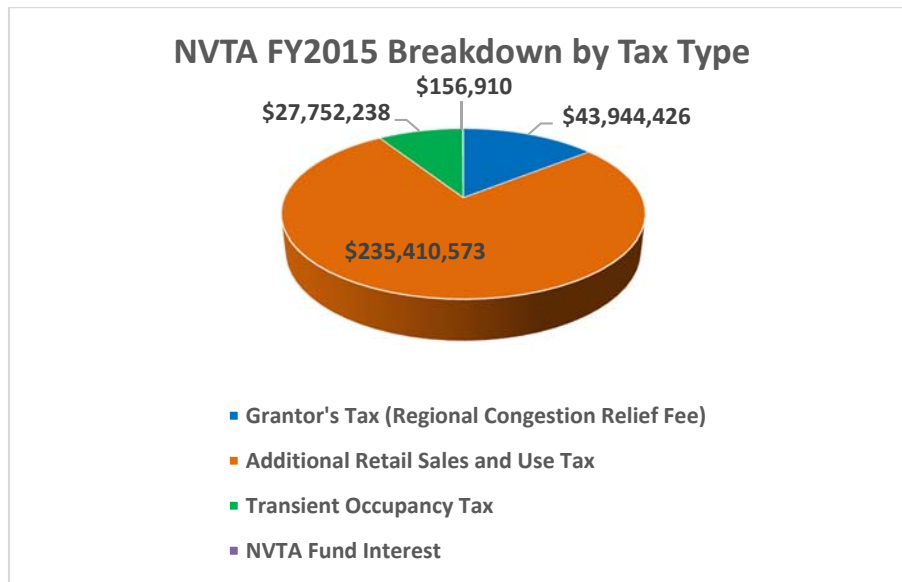
## Northern Virginia Region





## Fiscal Year 2015 - Overall Revenue and Distribution

HB 2313 revenues generated approximately \$307 million in FY2015. The pie chart below illustrates the revenue breakdown by tax type (Grantor's Tax, Additional Retail Sales and Use Tax and Transient Occupancy Tax) and includes interest on those funds.



Source: NVTA Financial Reports (Unaudited)

Per HB 2313 requirements, 30% of those revenues (\$92,179,245) were distributed to member localities once certain statutory requirements were met, while 70% (\$215,084,904) were used by the Authority for regional transportation projects.

## Fiscal Year 2015 - 70 Percent Regional Revenue Funding

In December 2013, the Authority issued a call for projects for its FY2015-16 Two Year Program. Funding eligibility for the 70% Regional Revenues requires that projects be included in the NVTA's long range transportation plan and be rated for their ability to reduce congestion in accordance with HB 599 (2012)<sup>1</sup>.

Forty-four candidate projects were submitted to the Authority for funding consideration for the FY2015-16 Program. The Authority evaluated the eligible projects and ultimately choose 37 projects for inclusion in the FY2015-16 Program. Selection occurred following the project screening and the HB 599 rating and evaluation process for highway projects, as well as a Public Hearing, Town Hall meetings, and the review of public comments received.

Of the 37 projects selected, 21 are highway projects and 16 are mass transit projects that increase capacity. The FY2015-16 Program is funded entirely utilizing Pay-Go funds (no financing). It is important to note this two year program uses FY2015 and FY2016 regional revenues to fund the selected projects. The NVTA funding amount and project phases are provided in Table 2 below.

<sup>1</sup> The HB 599 process was not required for mass transit capital projects that increased capacity that were evaluated as part of the FY2015-16 Two Year Program.

**Table 1. Projects Adopted in the FY2015-16 Regional Program**

Jurisdiction/ Agency	Project Title	FY2015-16 NVTA Funding Amount	Phases Funded
Arlington	Ballston Metrorail Station West Entrance	\$12,000,000	Final Design
	Glebe Road Corridor Intelligent Transportation System Improvements	\$ 2,000,000	Preliminary Eng., Construction
	Columbia Pike Multimodal Street Improvements	\$10,000,000	Design, Construction
Fairfax/VDOT	Route 7 Bridge Widening: Over Dulles Toll Road	\$13,900,000	Construction
Fairfax	Innovation Center Metro rail Station	\$28,000,000	Construction
	Route 28 Widening: Prince William County Line to Route 29	\$ 5,000,000	Design, Preliminary Eng.
	Fairfax County Parkway Improvements Study	\$10,000,000	Study, Environmental, Preliminary Eng.
	Rolling Road Widening: Old Keene Mill Road to Franconia Springfield Parkway	\$ 5,000,000	Design, Preliminary Eng., ROW
	Frontier Drive Extension & Interchange Improvements	\$ 2,000,000	Design, Environmental, Preliminary Eng.
	Route 1 Widening: Mount Vernon Memorial Highway to Napper Road	\$1,000,000	Environmental, Preliminary Eng.
	Connector Buses (12 New)	\$ 6,000,000	Bus Purchase
	West Ox Bus Garage Expansion	\$20,000,000	Construction
Loudoun	Transit Buses (4 New)	\$ 1,860,000	Bus Purchase
	Loudoun County Parkway Development	\$31,000,000	Construction
	Belmont Ridge Road Widening	\$19,500,000	Construction
Prince William	Route 28 Widening: Route 234 Bypass to Linton Hall Road	\$16,700,000	Preliminary Eng., Construction
	Route 1 Widening: Featherstone Road to Marys Way	\$49,400,000	ROW, Construction
Alexandria	Duke Street Transit Signal Priority Installation	\$ 190,000	Design, Construction
	Potomac Yard Metrorail Station Development	\$ 1,500,000	Preliminary Eng., Final Design
	West End Transitway Study	\$ 2,400,000	Final Design
City of Fairfax	Kamp Washington Intersection Improvements	\$ 1,000,000	Construction
	Northfax - Intersection Improvements at Route 29/50 and Route 123	\$10,000,000	Construction
	Jermantown/Route 50 Roadway Improvements	\$ 1,000,000	Construction
	CUE 35-Foot Buses (6 New)	\$ 3,000,000	Bus Purchase
Manassas/ Prince William	Route 28 Congestion Study - Godwin Drive Extension Alternative	\$ 2,500,000	Study
Manassas	Route 28 Widening: Godwin Drive to the Southern City Limits	\$ 3,294,000	Preliminary Eng., ROW, Construction
Dumfries	Route 1 (Fraley Blvd) Widening: Brady's Hill Road to Dumfries Road	\$ 6,900,000	Preliminary Eng.
Herndon	East Elden Street Improvements & Widening	\$10,400,000	ROW
Leesburg	Route 7/Battlefield Parkway Interchange	\$13,000,000	Final Design
	Route 15 Bypass/Edwards Ferry Road Interchange	\$ 1,000,000	Design
PRTC	Western Bus Maintenance & Storage Facility	\$16,500,000	Design, Preliminary Eng.
VRE	Manassas Park Station Parking Expansion	\$ 500,000	Preliminary Eng., Environmental, Construction
	Franconia-Springfield Platform Improvements	\$13,000,000	Design, Preliminary Eng., Construction
	Rippon Station Expansion and Second Platform	\$10,000,000	Preliminary Eng., Construction
	Slaters Lane Rail Crossover	\$ 7,000,000	Study
	Crystal City Platform Extension Study	\$ 400,000	Construction
WMATA	8-Car Train Traction Power Upgrades	\$ 8,995,000	Design, Preliminary Eng.

## Fiscal Year 2015 - 30 Percent Local Funds

HB 2313 provides that 30% of the revenues received by the NVTAs under HB 2313 shall be distributed to the member localities, on a pro-rata basis, once they meet annual legislative requirements. The 30% revenues are utilized at the discretion of member localities within the following purposes:

- urban or secondary road construction;
- capital improvements that reduce congestion;
- other transportation capital improvements which have been approved by the most recent long range transportation plan adopted by the Authority; or,
- public transportation purposes.

Each locality is required to certify to the NVTAs on an annual basis that the prior year 30% Local Funds were used as prescribed in HB 2313.

In FY2015, all of the NVTAs member localities were qualified and did received their complete share of the 30% Local Funds. The distribution of FY2015 30% Local Funds by locality is noted below.

**Table 2. 30 Percent Distribution for FY2015 (as of June 30, 2015)**

Jurisdiction	30% Local Funds
Arlington County	\$ 11,433,704
Fairfax County	\$ 41,203,102
Loudoun County	\$ 15,645,476
Prince William County	\$ 12,465,207
City of Alexandria	\$ 6,421,328
City of Fairfax	\$ 2,238,593
City of Falls Church	\$ 810,945
City of Manassas	\$ 1,547,581
City of Manassas Park	\$ 417,091
<b>Total Revenue</b>	<b>\$ 92,183,027*</b>

Source: NVTAs Financial Reports (Unaudited)

\* Distribution includes interest accrued on the Local Distribution Funds.

Although the Authority is not responsible for programming the 30% Local Funds, to demonstrate a complete picture of the impact of HB 2313 revenues on the region, localities were asked to submit the projects in which 30% funds are being utilized.

Table 3 below shows the projects (funding amounts and phases) which localities, including towns with a population of 3,500 or more, are advancing with 30% Local Funds in FY2015. It is important to note that 30% funds can be accumulated over multiple years to advance projects. Some of the funding amounts noted are inclusive of FY2014 30% funds.

**Table 3. Projects Programmed by Jurisdictions with 30 Percent Local Distribution Funds**

Locality	Project Name	30% Local Fund Amount	Phases Funded
Arlington County	Capital Bikeshare	\$ 484,000	Operations, Expansion
	Arterial Street Safety Improvements	\$ 150,000	Design, Construction
	Walter Reed Dr (5 <sup>th</sup> Street to Columbia Pike)	\$ 356,000	Design, Construction
	McKinley Rd Safe Routes to School Accessibility	\$ 100,000	Design, Construction
	Bus Stops and Shelters (Clarendon, Courthouse, Shirlington)	\$ 95,000	Design, Construction
	Old Dominion Dr, Phase II (RT309 from 38th St N to Glebe Rd)	\$ 500,000	Design, Construction
	Five Points Intersection	\$ 300,000	Construction
	Carlin Springs Rd Signal Rebuilds	\$ 50,000	Construction
	Washington Blvd Signal Rebuilds	\$ 350,000	Construction
	Transit Development Plan & ART Asset Management Plan	\$ 45,000	Study
	Traffic Counts	\$ 250,000	Other
Fairfax County	Town Center Pwy DTR Underpass Rail Support	\$ 2,104,067	Preliminary Engineering, Design
	Seven Corners Interchange Improvements	\$ 103,595	Preliminary Engineering, Design
	Soapstone Dr DTR Overpass	\$ 15,055	Preliminary Engineering, Design
	Shirley Gate Extn/Fairfax County Pwy/Popes Head Interchange	\$ 136,237	Preliminary Engineering, Design
	Braddock Rd Multimodal Study	\$ 251,190	Preliminary Engineering, Design
	Spot Roadway Program	\$ 69,250	All
	Frontier Dr Extension	\$ 2,000,000	Preliminary Engineering, Design
	Herndon Metrorail Parking Garage	\$ 11,770	Preliminary Engineering, Design
	Innovation Center Metrorail Parking Garage	\$ 347,600	Preliminary Engineering, Design
	Studies/Planning (Traffic Counts)	\$ 21,860	N/A
	Fairfax Connector Service Expansion, including additional service in the Dulles Corridor and from Springfield to Tysons	\$ 3,281,743	N/A
	Various Project Implementation Works	\$ 302,033	N/A
	Loudoun County	Riverside Pwy (Lexington Dr to Loudoun County Pwy)	\$ 6,000,000
Sterling Blvd Extended (Pacific Blvd to Moran Rd)		\$ 5,890	Design, Right of Way, Utility, Construction
Prince William County	Minnieville Rd (Dumfries Rd to Spriggs Rd)	\$21,700,000	Construction
	Jefferson Davis Hwy (Neabsco Mills to Featherstone)	\$ 1,200,000	Right of Way
City of Alexandria	Route 1 Transitway Operations	\$ 1,800,000	Operations
	Access to Transit	\$ 60,000	Construction
	Bus Shelters and Benches	\$ 1,100,000	Construction
	WMATA Capital Contribution	\$ 2,500,000	Design, Construction
	DASH Bus Fleet Replacement	\$ 4,550,000	Bus procurement
	Seminary Rd at Beauregard St Ellipse	\$ 425,000	Design
	Route 1 at E Reed Intersection Improvements	\$ 350,000	Construction
City of Fairfax	George Snyder Trail	\$ 60,000	Construction
	Old Town Traffic Study	\$ 14,841	Study
	Jermantown Road	\$ 869,302	Construction
	CUE Operations	\$ 1,352,000	Operations
City of Falls Church	Bus Stop Changes - Shelters and Wayfinding	\$ 250,000	Preliminary Engineering, Right of Way, Construction
	Pedestrian Access to Transit (Rt 29 S Washington St)	\$ 1,465,000	Preliminary Engineering, Right of Way, Construction, Inspection

<b>City of Manassas</b>	Prince William St (Grant Ave to Wellington Rd)	\$ 1,100,000	Right of Way, Construction
<b>City of Manassas Park</b>	No projects		
<b>Town of Dumfries</b>	Sidewalk along Possum Point Road	\$ 97,289	Construction
<b>Town of Herndon</b>	Elden St and Center St Intersection Improvements	\$ 850,000	Preliminary Engineering, Final Engineering, Right of Way, Utility, Construction
<b>Town of Leesburg</b>	Evergreen Mill Rd Widening (Leesburg S Corporate Limits to S King St)	\$ 1,864,037	Design, Right of Way, Construction
<b>Town of Purcellville</b>	Nursery Ave Improvements	\$ 389,850	Design, Construction
<b>Town of Vienna</b>	No projects		

*Note: This list was generated on October 9, 2015 based on responses from the jurisdictions to an NVTA staff request for a 30% Local Funds project list.*

## Planning and Programming for Northern Virginia's Transportation Future

Through the FY2014-16 Programs, and others that will follow, the Authority is making significant investments in projects that will reduce congestion across the region. These investments will continue to grow as the Authority develops the FY2017 Program. This program will be the first program in which all projects (road and transit) are evaluated using the HB 599 process.

At the same time, the FY2017 Program will be the last based on the vision and projects evaluated in TransAction 2040. The Authority has recently embarked on a major update to TransAction 2040, the first since the adoption of HB 2313. The updated plan is critical to the Authority's charge, as all projects funded with HB 2313 70% Regional Revenues are required to be in TransAction 2040, or subsequent updates. The updated plan – to be known simply as TransAction – will be adopted in late summer/early fall of 2017 and will inform the Authority's inaugural Six Year Program covering the FY2018-23 period.

Looking ahead, as the NVTA continues to grow in its role as the preeminent transportation coordination, planning, programming and funding authority in Northern Virginia, there will continue to be a series of "firsts" regarding goals, accomplishments and opportunities. With the update of TransAction, the development of the first full Six Year Program and the advancement of previously adopted projects to construction, the Authority will continue to work collaboratively with its regional partners to identify and prioritize regional transportation solutions that will benefit the region for years to come.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

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

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

**SUBJECT:** Approval of the Reallocation of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds for Fairfax County and the Town of Vienna

**DATE:** November 9, 2015

---

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

On November 6, 2015, Fairfax County requested the following reallocation:

- Transfer \$692,938 in FY 2015 and \$472,341 in FY 2016 funds from UPC 100470 (Reston Metrorail Access Group [RMAG] project); and \$89,371 in FY 2014 funds and \$1,745,350 in FY 2015 funds from UPC 100469 (Tysons Metrorail Station Access Management Study [TMSAMS] project) to UPC 93146 (Dulles Corridor Bicycle and Pedestrian Access – PE Only). This transfer is needed due to increased Preliminary Engineering cost estimates for elements of the County's Dulles Corridor Bicycle and Pedestrian program. The Dulles Corridor Bicycle and Pedestrian program is implementing projects that were originally included in RMAG and TMSAMS.

On October 27, 2015, the Town of Vienna requested the following reallocation:

- Transfer \$25,000 from UPC 100489 (Traffic Signal Reconstruction) to UPC 106524 (Traffic Signal Optimization). Two of the traffic signal reconstruction projects anticipated as part of UPC 100489 have been funded through a different funding source, freeing up these funds. The traffic signal optimization report prepared as part of UPC 106524 recommended signal timing changes at all Vienna-operated signals and these transfer funds will allow prompt implementation of the improvements.

The JACC approved these requests on November 5, 2015.

**Attachment(s):** DRAFT Letter to VDOT NOVA District Administrator Cuervo  
Requests from Fairfax County and the Town of Vienna

**Coordination:** Jurisdiction and Agency Coordinating Committee



## Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

November 12, 2015

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

Reference: Request to Reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds for Fairfax County and the Town of Vienna

Dear Ms. Cuervo:

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

On November 6, 2015, Fairfax County requested the following reallocation:

- Transfer \$692,938 in FY 2015 and \$472,341 in FY 2016 funds from UPC 100470 (Reston Metrorail Access Group [RMAG] project); and \$89,371 in FY 2014 funds and \$1,745,350 in FY 2015 funds from UPC 100469 (Tysons Metrorail Station Access Management Study [TMSAMS] project) to UPC 93146 (Dulles Corridor Bicycle and Pedestrian Access – PE Only). This transfer is needed due to increased Preliminary Engineering cost estimates for elements of the County's Dulles Corridor Bicycle and Pedestrian program. The Dulles Corridor Bicycle and Pedestrian program is implementing projects that were originally included in RMAG and TMSAMS.

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NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved these requests on November 5, 2015, and the NVTA was informed on November 12, 2015. The NVTA has not objected to this reallocation.



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

Sincerely,

Noelle Dominguez  
NVTA JACC Chairman

Cc: Martin E. Nohe, Chairman, NVTA  
Monica Backmon, Executive Director, NVTA  
Jan Vaughn, Transportation Planning Section, VDOT  
Tom Biesiadny, Director of Transportation, Fairfax County  
Dennis Johnson, PE, Public Works Director, Town of Vienna



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

November 6, 2015

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

Re: Reallocation of Regional Surface Transportation Program (RSTP) funds

Dear Ms. Dominguez: *Noelle*

Fairfax County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) to transfer the following RSTP funds:

\$1,165,279 million in FY 2015 (\$692,938) and FY 2016 (\$472,341) funds from the Reston Metrorail Access Group (RMAG) project (UPC 100470) and \$1,834,721 in FY 2014 (\$89,371) and FY 2015 (\$1,745,350) funds from the Tysons Metrorail Station Access Management Study (TMSAMS) project (UPC 100469) to Dulles Corridor Bicycle and Pedestrian Access-PE Only (UPC 93146), which has received RSTP funds previously. This transfer is needed due to increased Preliminary Engineering cost estimates for elements of the County's Dulles Corridor Bicycle and Pedestrian program. The Dulles Corridor Bicycle and Pedestrian program is implementing projects that were included in RMAG and TMSAMS originally.

If you have any questions or concerns about this request please contact Brent Riddle at (703) 877-5659.

Sincerely,

Tom Biesiadny  
Director

cc. Todd Wigglesworth, Fairfax County Department of Transportation (FCDOT)  
Brent Riddle, FCDOT  
Heather Zhan, FCDOT  
Bethany Mathis, Virginia Department of Transportation (VDOT)  
Carole Bondurant, VDOT  
Jan Vaughan, VDOT

Fairfax County Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895  
Phone: (703) 877-5600 TTY: 711  
Fax: (703) 877-5723  
[www.fairfaxcounty.gov/fcdot](http://www.fairfaxcounty.gov/fcdot)





**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
TECHNICAL ADVISORY COMMITTEE**

**MEMORANDUM**

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

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

**DATE:** November 6, 2015

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

---

**1. Purpose.** To provide feedback to the Authority from the NVTA Technical Advisory Committee (TAC) on recent activities.

**2. Background.** Our meeting on October 21, 2015 mainly focused on the FY2017 Program selection process and scoring methodologies. We received a briefing from NVTA staff on the tentative schedule and the selection process, particularly, the proposed methodology for calculating congestion relief relative to cost for each candidate project. We concur with the methodology proposed by NVTA staff and we recommend the Authority consider both travel time savings per unit cost and congestion reduction relative to cost scores for the FY2017 program.

We are in general agreement with the proposed weighting of the measures of effectiveness for the HB 599 process. We applaud the recommendation to increase the weighting for Congestion Reduction, though we would like to see that measure increased to be more than 50%.

We question the need to increase the weighting for the Improved Bike/Ped category. While improving bicycle and pedestrian access is an important goal; as a regional body the efficient movement of people through the region is the focus and this is generally done through motorized means such as transit and roadway networks. We feel that the localities can best improve the bicycle and pedestrian facilities using the "30% funds" that are allocated to them; such as what Fairfax County, Arlington County and many of the cities have done and continue to do. As such, we believe that this metric should not receive more weight than other metrics such as reducing VMT.

We recommend the further reduction of the Project Readiness criteria weighting. This is due to the assumption that some of the projects with the most impact on congestion reduction may not be ready due to outside factors. We would not want the lack of readiness to discount a project that would make a substantial impact on the main regional goal of congestion reduction.

There was good discussion within our committee regarding the Connectivity metric. It is important to keep this in the context of regional connectivity (Manassas to Dulles, for example). We encourage the increase of importance in this measure of effectiveness.

<b>Criteria</b>	<b>FY2015-16</b>	<b>FY2017 (proposed)</b>	<b>TAC Recommendation for FY2017</b>
Congestion Reduction	35%	45%	50%
Project Readiness	25%	15%	10%
Urgency	5%	0%	0%
Reduce VMT	5%	5%	5%
Safety	5%	5%	5%
Connectivity	10%	15%	15%
Improved Bike/Ped	5%	10%	5%
Management/Ops	5%	5%	5%
Cost Sharing	5%	5%	5%

**3. Next steps.** We will continue to engage with the development of methodology for the FY2017 Program selection process, be involved in the TransAction 2040 Update, and provide technical advice as needed.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

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

**SUBJECT:** Monthly Revenue Report

**DATE:** November 6, 2015

---

1. **Purpose:** Monthly report of revenue receipts and 30% funds distribution to member localities.
2. **Background:** The attached reports reflect funding received through September 2015.
3. **Comments:**
  - a. **FY 2016 Revenues (Attachment A)**
    - i. The Authority has received approximately \$30.9 million through the September transfers from the Commonwealth.
    - ii. Actual to estimate comparison for revenues through September show a 45.09% positive variance in Grantors Tax , a 3.91% positive variance in Sales Tax and a 3.2% negative variance in Transient Occupancy Tax compared to the adopted revenue budget. Due to the difference in business cycles amongst the jurisdictions, the Authority has not received a full quarter of Transient Occupancy Tax revenue, making comparison to budget unreliable.
    - iii. Overall revenue receipts are tracking at 5.18% above estimate. No changes to the FY2016 revenue estimates are recommended at this time.
  - b. **FY 2016 Distribution to localities (Attachment B)**
    - i. As of the preparation of this report, five jurisdictions have completed the HB2313 required annual certification process to receive FY2016 30% funds. Suspension of 30% transfers for FY2016 has been discussed with jurisdictional staff.
    - ii. Of the \$30.9 million received by the Authority for FY2016, approximately \$9.3 million represents 30% local funds of which \$7.1 million has been distributed.
  - c. **FY2014 to FY2016 Year over Year Revenue Comparison (Attachment C).**
    - i. This chart reflects a month to month comparison of revenue by tax type and a year to year comparison of total revenues received through September.
    - ii. While the chart reflects positive growth in the three revenue types the year to year history for the Authority remains limited.

**Attachments:**

- A. Revenues Received By Tax Type, Compared to NVTA Estimates, Through September 2015
- B. FY2016 30% Distribution by Jurisdiction, through September 2015
- C. Month to Month Comparison By Tax Type and YTD Receipts for September 2015, 2014 and 2013

# XXXII.A

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA BUDGET**  
 Based on: Revenue Data Through September 2015  
 FYE June 30, 2016

Grantors Tax		Received	NVTA		Projected Variance	
			FY 2016 Budget	Annualized - Actual To Budget		
Transaction Months	2	To Date	Annualized	FY 2016 Budget	Annualized - Actual To Budget	
City of Alexandria		\$ 638,497	\$ 3,830,982	\$ 3,226,950	\$ 604,032	
Arlington County		\$ 1,517,094	\$ 9,102,566	\$ 4,574,287	\$ 4,528,279	
City of Fairfax		\$ 102,408	\$ 614,448	\$ 292,916	\$ 321,532	
Fairfax County		\$ 3,783,417	\$ 22,700,499	\$ 15,169,980	\$ 7,530,519	
City of Falls Church		\$ 51,039	\$ 306,233	\$ 265,235	\$ 40,998	
Loudoun County		\$ 1,656,873	\$ 9,941,241	\$ 8,635,320	\$ 1,305,921	
City of Manassas		\$ 76,635	\$ 459,811	\$ 274,904	\$ 184,907	
City of Manassas Park		\$ 43,984	\$ 263,901	\$ 150,781	\$ 113,120	
Prince William County		\$ 1,126,285	\$ 6,757,710	\$ 4,612,105	\$ 2,145,605	
Total Grantors Tax Revenue		\$ 8,996,232	\$ 53,977,391	\$ 37,202,478	\$ 16,774,913	45.09%
Regional Sales Tax*		Received	FY 2016		Annualized - Actual	
Transaction Months	1	To Date	Annualized	Budget	To Budget	
City of Alexandria		\$1,291,781	\$ 15,501,373	\$ 15,039,910	\$ 461,463	
Arlington County		\$2,014,103	\$ 24,169,241	\$ 23,984,390	\$ 184,851	
City of Fairfax		\$600,240	\$ 7,202,881	\$ 6,626,350	\$ 576,531	
Fairfax County		\$8,978,011	\$ 107,736,130	\$ 103,110,900	\$ 4,625,230	
City of Falls Church		\$182,969	\$ 2,195,628	\$ 2,532,963	\$ (337,335)	
Loudoun County		\$3,595,479	\$ 43,145,751	\$ 40,887,720	\$ 2,258,031	
City of Manassas		\$433,134	\$ 5,197,609	\$ 4,684,053	\$ 513,556	
City of Manassas Park		\$118,616	\$ 1,423,387	\$ 943,681	\$ 479,706	
Prince William County		\$2,940,546	\$ 35,286,550	\$ 34,946,852	\$ 339,698	
Total Sales Tax Revenue*		\$ 20,154,879	\$ 241,858,549	\$ 232,756,819	\$ 9,101,730	3.91%
Transient Occupancy Tax (TOT)		Received	FY 2016		Annualized - Actual	
Transaction Months		To Date	Annualized	Budget	To Budget	
City of Alexandria	Months	1.00 \$ 215,991	\$ 2,591,888	\$ 3,397,640	\$ (805,752)	
Arlington County	Months	1.00 \$ 802,956	\$ 9,635,477	\$ 8,890,830	\$ 744,647	
City of Fairfax	Quarters	0.00 \$ -	\$ -	\$ 354,803	\$ -	
Fairfax County	Quarters	0.00 \$ -	\$ -	\$ 9,234,774	\$ -	
City of Falls Church	Months	0.00 \$ -	\$ -	\$ 145,473	\$ -	
Loudoun County	Quarters	1.00 \$ 517,296	\$ 2,069,182	\$ 2,040,200	\$ 28,982	
City of Manassas	Months	1.00 \$ 6,349	\$ 76,192	\$ 79,732	\$ (3,540)	
City of Manassas Park	n/a	\$ -	\$ -	\$ -	\$ -	
Prince William County	Quarters	1.00 \$ 175,891	\$ 703,565	\$ 1,488,946	\$ (785,381)	
Total TOT Revenue		1,718,483	15,076,304	\$ 25,632,398	(821,044)	-3.20%
Total Revenue Received		\$ 30,869,594	\$ 310,912,244	\$ 295,591,695	\$ 15,320,549	5.18%

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



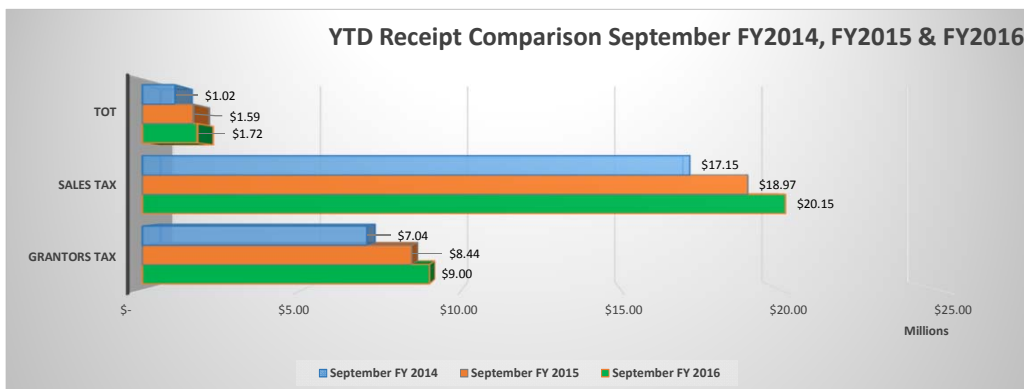
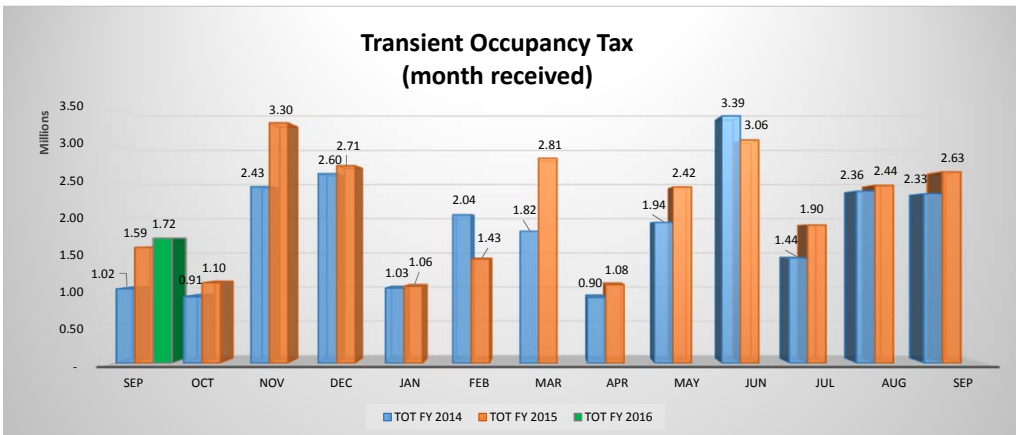
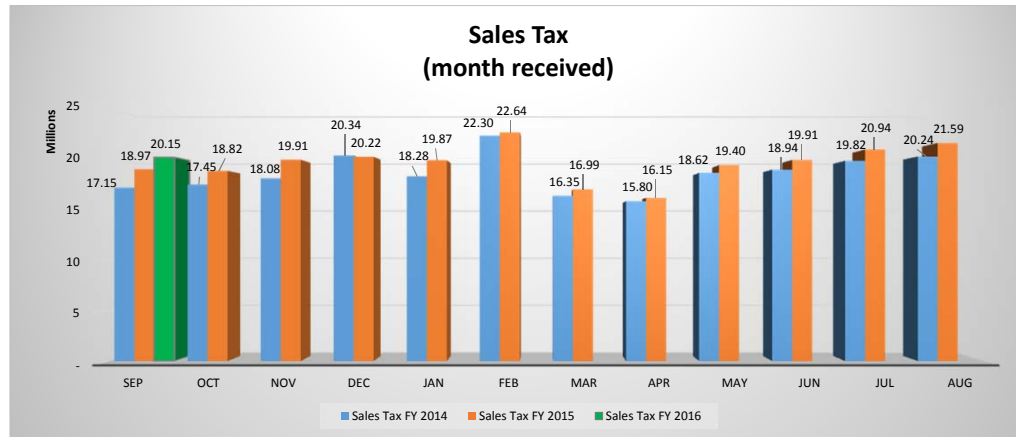
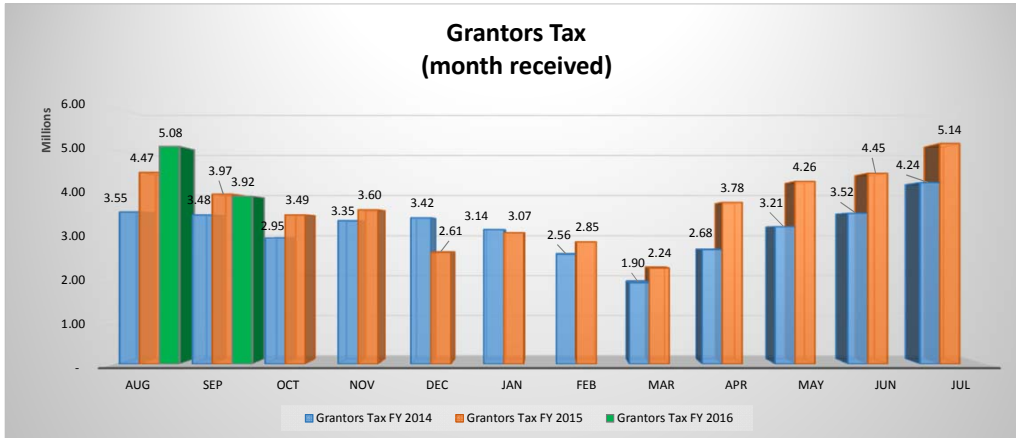
# XXXII.B

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FY2016 30% DISTRIBUTION BY JURISDICTION

Based on: Receipts through Sept 2015

Jurisdiction	Grantor's Tax	Regional Sales Tax (1)	Transient Occupancy Tax (2)	NVTA Fund Interest	Total	30% Funds	Accrued Interest (3) (+)	Prior Distributions	Current Month Distribution	Total Funds Transferred
City of Alexandria	\$ 638,497.05	\$ 1,291,781.05	\$ 215,990.63	\$ -	\$ 2,146,268.73	\$ 643,880.62	14.80	\$ -	\$ 643,895.42	
Arlington County	\$ 1,517,094.30	\$ 2,014,103.42	\$ 802,956.42	\$ -	\$ 4,334,154.14	\$ 1,300,246.24	29.60	\$ -	\$ 1,300,275.84	\$ 1,300,275.84
City of Fairfax	\$ 102,408.00	\$ 600,240.07	\$ -	\$ -	\$ 702,648.07	\$ 210,794.42	4.23	\$ -	\$ 210,798.65	
Fairfax County	\$ 3,783,416.55	\$ 8,978,010.86	\$ -	\$ -	\$ 12,761,427.41	\$ 3,828,428.22	84.56	\$ 602,311.10	\$ 3,226,201.68	\$ 3,828,512.78
City of Falls Church	\$ 51,038.85	\$ 182,968.99	\$ -	\$ -	\$ 234,007.84	\$ 70,202.35	2.11		\$ 70,204.46	
Loudoun County	\$ 1,656,873.45	\$ 3,595,479.21	\$ 517,295.62	\$ -	\$ 5,769,648.28	\$ 1,730,894.48	40.17	\$ 264,042.54	\$ 1,466,892.11	\$ 1,730,934.65
City of Manassas	\$ 76,635.15	\$ 433,134.08	\$ 6,349.31	\$ -	\$ 516,118.54	\$ 154,835.56	4.23	\$ 14,132.25	\$ 140,707.54	\$ 154,839.79
City of Manassas Park	\$ 43,983.55	\$ 118,615.57	\$ -	\$ -	\$ 162,599.12	\$ 48,779.74	2.11	\$ 6,911.96	\$ 41,869.89	\$ 48,781.85
Prince William County	\$ 1,126,284.95	\$ 2,940,545.83	\$ 175,891.31	\$ -	\$ 4,242,722.09	\$ 1,272,816.63	29.60		\$ 1,272,846.23	
<b>Total Revenue</b>	<b>\$ 8,996,231.85</b>	<b>\$ 20,154,879.08</b>	<b>\$ 1,718,483.29</b>	<b>\$ -</b>	<b>\$ 30,869,594.22</b>	<b>\$ 9,260,878.26</b>	<b>\$ 211.41</b>	<b>\$ 887,397.85</b>	<b>\$ 8,373,691.82</b>	<b>\$ 7,063,344.91</b>

- 1 Net of Dept. of Taxation Fees
- 2 County TOT includes any town collections
- 3 Interest earned through 8/31/2015



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

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

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

**SUBJECT:** NVTA Operating Budget

**DATE:** November 6, 2015

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1. **Purpose:** To update the Authority on the NVTA Operating Budget for FY2016.
2. **Background:** The NVTA operating budget is funded through the participating jurisdictions. All jurisdictions have contributed their respective share of the FY2016 operating budget.
3. **Comments:**
  - a. Operating revenue is at 100% of estimate.
  - b. September represents 25% of the fiscal year. Through September 2015, the Authority has utilized 24% of its expenditure budget.
  - c. No changes are expected to the Operating Budget at this time.

**Attachment:** FY2016 Operating Budget through September 30, 2015

# XXXIII. ATTACHMENT

11/05/15  
12:28:42

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
Income Statement  
For the Accounting Period: 9 / 15

Page: 1 of 2  
Report ID: LB170A

1000 General Fund

		----- Current Year -----				
Account Object	Description	Current Month	Current YTD	Budget	Variance	%
<b>Revenue</b>						
330100	Contribution Member Jurisdiction		1,100,262.02	1,100,264.00	-1.98	100
						100
	Total Revenue	0.00	1,100,262.02	1,100,264.00	-1.98	100
<b>Expenses</b>						
410000	Personnel Expenses					
110	Salaries-Regular Pay	51,609.80	149,668.40	678,632.00	528,963.60	22
130	Health & Dental Benefits	6,024.08	25,460.24	82,752.00	57,291.76	31
131	Payroll Taxes	3,798.64	11,057.20	53,279.00	42,221.80	21
132	Retirement VRS	3,981.01	11,869.37	50,542.00	38,672.63	23
133	Life Insurance	665.33	1,995.99	8,076.00	6,080.01	25
134	Flex Spending/Dependent Care	26.25	52.50	478.00	425.50	11
135	Workers Comp			747.00	747.00	
137	Disability Insurance	1,840.06	3,167.56	13,573.00	10,405.44	23
	Total Account	67,945.17	203,271.26	888,079.00	684,807.74	23
420000	Professional Services					
210	Audit & Accounting	11,000.00	18,000.00	27,500.00	9,500.00	65
220	Bank Service			750.00	750.00	
230	Insurance		4,510.00	3,900.00	-610.00	116
240	PR Service	147.08	257.39	1,300.00	1,042.61	20
250	TransAction Update Outreach			46,200.00	46,200.00	
260	Public Outreach	1,349.21	1,349.21	46,300.00	44,950.79	3
261	Legal Services	6,333.01	6,333.01		-6,333.01	
	Total Account	18,829.30	30,449.61	125,950.00	95,500.39	24
430000	Technology/Communication					
310	Acctg & Financial Report System			12,000.00	12,000.00	
320	HW SW & Peripheral Purchase			4,000.00	4,000.00	
330	IT Support Svc Incl Hosting	933.99	3,345.97	10,420.00	7,074.03	32
340	Phone Service	776.95	1,403.28	7,680.00	6,276.72	18
350	Web Develop & Hosting	7,250.00	15,770.00	38,920.00	23,150.00	41
	Total Account	8,960.94	20,519.25	73,020.00	52,500.75	28
440000	Administrative Expenses					
410	Advertisement			1,500.00	1,500.00	
411	Dues & Subscriptions		30.00	3,000.00	2,970.00	1
412	Duplication & Printing	649.63	4,157.72	17,000.00	12,842.28	24
413	Furniture & Fixture			1,500.00	1,500.00	
414	Meeting Expenses	225.15	421.42	3,600.00	3,178.58	12
415	Mileage/Transportation	70.00	688.52	7,200.00	6,511.48	10
416	Misc Exp	5,117.57	5,117.57		-5,117.57	
417	Office Lease	8,721.36	34,154.73	93,900.00	59,745.27	36
418	Office Supplies	233.69	538.77	10,000.00	9,461.23	5

1000 General Fund

		----- Current Year -----				
Account Object	Description	Current Month	Current YTD	Budget	Variance	%
419	Postage & Delivery	87.00	321.73	600.00	278.27	54
420	Professional Develop & Training	570.00	425.00	9,750.00	9,325.00	4
421	Industry Conferences		679.45	3,000.00	2,320.55	23
	Total Account	15,674.40	46,534.91	151,050.00	104,515.09	31
	Total Expenses	111,409.81	300,775.03	1,238,099.00	937,323.97	24
	Net Income from Operations	-111,409.81	799,486.99			
Other Expenses						
521000	Transfers					
820	Transfer to Operating Reserve			247,619.00	247,619.00	
	Total Account			247,619.00	247,619.00	
	Total Other Expenses	0.00	0.00	247,619.00	247,619.00	
	Net Income	-111,409.81	799,486.99			

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
MEMORANDUM

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

**FROM:** Monica Backmon, Executive Director

**DATE:** November 10, 2015

**SUBJECT:** Executive Director's Report

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1. **Purpose:** To inform the Authority of items of interest not addressed in other agenda items.
2. **CLRP:** At the October 21, 2015 TPB meeting, there was discussion about establishing a TPB working group to develop a points-based scoring methodology for ranking proposed CLRP projects according to the goals embedded in the Regional Transportation Priorities Plan and Region Forward. NVTA staff and member jurisdictions are following this issue closely as it is important to note that the Authority, via its project selection process, does the following:
  - a. Utilizes a corridor-based project ranking system with scores assigned to multiple measures for each project, with each measure having its own weighting. This process was included in TransAction 2040-the region's long range transportation plan.
  - b. Incorporates, as required by law, the HB 599 rating and evaluation process which uses a project rating system with scores assigned to seven measures for each project, with each measure having its own weighting to determine the congestion reduction capabilities of potential projects.

With the implementation of HB 2, Virginia localities seeking state revenues for projects must undergo the HB 2 prioritization process which also uses a project rating system with scores assigned to multiple measures in six categories (congestion reduction, economic development, accessibility, safety, environment and land use) for each project, with each category and measure having its own weighting.

As a regional partner, the NVTA coordinates with the TPB regarding its planning, programming and funding processes as evidenced by TPB staff being represented on the Jurisdiction and Agency Coordinating Committee.

3. **2015 Annual Report:** NVTA staff is nearing the completion of the Authority's 2015 Annual Report. This report is our way of connecting with you and highlighting the progress we've made in regional collaboration and a variety of transportation initiatives. It is also an opportunity to share our accomplishments with Virginia legislators and the public at large. Reviewing these accomplishments over the past year is a reminder to me that the work we

do at the Authority affects every resident, business and visitor to our region in a very real way. The Annual Report will be presented to the Authority at its January 2015 meeting.

4. **Strategic Plan:** NVTA staff is in the process of developing a 5-year Strategic Plan for the Authority. The Plan will address “What Does the Authority Want to be When it Grows Up.” Staff anticipates holding work sessions with the Authority and its committees to develop goals and strategies for implementation. Kick-off of the Strategic Plan development is scheduled for the spring of 2016.
5. **SPA Workshop:** NVTA staff is in the process of scheduling a workshop on the NVTA Standard Project Agreement processes. The purpose of this workshop is to review the requirements of the SPAs and accompanying appendices. The SPA workshop will follow the model of the Annual Certification (30% Funding) workshop in which member locality input was sought on how to improve administrative processes. In addition to soliciting improvements, the workshop will also benefit attendees through an increased understanding of the requirements and processes through which the NVTA complies with HB 2313. The SPA workshop is planned to support the implementation of the first six year call for projects.
6. **Twitter Account:** NVTA staff recently launched the Authority’s first Twitter account @NVTAuthority. In our first week, we have 32 followers. Please share this Twitter account through your Twitter feeds to help the NVTA grow our social media outreach. As our social media campaigns grow, we will begin to periodically share our growth and reach numbers with the Authority. It is anticipated that a separate TransAction Twitter account – likely @NVTATransAction - will be launched soon.
7. **Advancing FY2014-2016 Projects:** Approval of the SPAs on tonight’s agenda represent 35 approved SPAs for projects adopted in the FY2015-16 Two Year Program. There were 36 projects approved for FY2015-16. The SPA Activation Policy requires approved SPAs within six months of NVTA approval of projects. At this time, NVTA staff anticipates having the remaining SPA approved at the December 10, 2015 meeting. The attached handout details the status of the projects with approved SPAs. In addition to the attachment, the status of all approved projects can be found on the NVTA website.

**Attachment:** FY2014-2016 Transportation Projects Advancing as of November 12, 2015.



# NVTA FY2014-16 Program Project Status

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Arlington County	<b>Blue/Silver Line Mitigation</b> – Purchase of four new transit buses to introduce Silver Line connecting service. Arlington Transit is using the four 19 passenger buses to enable additional capacity on the ART 43 Route between Crystal City, Rosslyn and Court House.	\$797,696 (FY2014)	Asset Acquisition Transit Technology Initiation of Service	Service initiated on March 31, 2014.	Complete March 2014.	
City of Fairfax	<b>35' CUE Bus Acquisition</b> – Replaces six of the City's CUE transit buses with larger buses that can hold additional passengers. The new buses will be 35 feet long and will provide additional capacity, holding 31 seated passengers and 51 standing.	\$3,000,000 (FY2015-16)	Asset Acquisition	Buses delivered in August 2015.	Complete August 2015	
Potomac and Rappahannock Transportation Commission	<b>Gainesville New Service Bus</b> – Funding to acquire one commuter bus for new PRTC Gainesville Service.	\$559,275 (FY2014)	Asset Acquisition	Delivery of bus in spring 2014.	Complete August 2015	
Arlington County	<b>Boundary Channel Drive Interchange</b> – Constructs two roundabouts at the terminus of the ramps from I-395 to Boundary Channel Drive, which eliminate redundant traffic ramps to/from I-395. In addition, the project will create multi-modal connections to/from the District of Columbia that will promote alternate modes of commuting into and out of the District.	\$4,335,000 (FY2014)	Construction	Planning and design underway; construction of the interchange begins in Fiscal Year 2018; construction of the local road that connects to the interchange (Long Bridge Drive) begins in Fiscal Year 2017.	By end of Calendar year 2018 (Long Bridge Drive) and by end of Calendar year 2020 (interchange)	2020
Arlington County	<b>Columbia Pike Multimodal Improvement</b> – Includes a modified street cross-section with reconfigured travel and transit lanes, medians and left-turn lanes, utility undergrounding and other upgrades along Arlington's 3.5 mile Columbia Pike corridor from the Fairfax County line on the west end to Four Mile Run.	\$12,000,000 (FY2014)	Construction	Design notice to proceed was provided in October 2014. Invitation to Bid scheduled for release March 2015, with construction expected to be under way in early summer 2016.	Fall 2018	Fall 2018



Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Arlington County	<b>Columbia Pike Multimodal Street Improvements (East End)</b> – Includes a modified street cross-section along the eastern portion of Arlington’s 3.5 mile Columbia Pike corridor. Specific works includes realignment of road including shifting the roadway south of its existing location, eliminating the s-curves and enhancing pedestrian facilities	\$10,000,000 (FY2015-16)	Engineering Construction	PE started by early 2014. Final design will start by the end of 2015 or early 2016.	Start of construction in Fall 2017	Start of construction in Fall 2017
Arlington County	<b>Crystal City Multimodal Center</b> – Provides four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18th Street South between South Bell Street and South Eads Streets.	\$1,500,000 (FY2014)	Construction	Construction started July 6, with expected completion in March 2016. A change in phasing order with another adjacent project will slightly delay the completion date	March 2016	March 2016
Arlington County	<b>Ballston-MU Metrorail Station West Entrance</b> – Constructs a second entrance to the Ballston-MU Metrorail Station, at North Fairfax Drive and North Vermont Street. Includes two street-level elevators & escalators, connecting to an underground passageway & new mezzanine. It will have fare gates, fare vending machines and an attended kiosk. Provides direct access, relieves congestion at the current entrance and provides for more even distribution along the platform	\$12,000,000 (FY2015-16)	Design	Design work to run for two years from spring 2015.	Start of construction in spring/summer 2018	Spring 2017
Arlington County	<b>Glebe Road Corridor Intelligent Transportation System Improvements</b> – Design and construction of Intelligent Transportation System (ITS) and Adaptive Traffic Control System, including hardware and software for real time traffic data collection, Forward Looking Infra Red (FLIR) traffic detection, 3D pedestrian and bike detection, interactive audible ADA accessible pedestrian crossings, CCTVs, backup power supply information systems, queue detections, and dynamic message signs.	\$2,000,000 (FY2015-16)	Engineering Construction	PE to begin in January 2016.	Start of construction in June 2017	Start of construction in June 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Fairfax County	<b>Innovation Metrorail Station</b> – Construction of the Silver Line Phase II extension of the rail system from Washington DC, to and beyond the Dulles International Airport. This multimodal facility will include bus bays, bicycle parking, kiss-and-ride and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road.	\$41,000,000 (FY2014)	Design Construction	Project is in Design. Construction in the median for station foundation is planned for summer 2015.	Estimated 2019	2019
Fairfax County	<b>West Ox Bus Garage</b> - Expands capacity of the West Ox bus facility and allows for additional, increased Fairfax Connector bus service. Includes 9 maintenance bays and expansion of facilities for bus drivers and security.	\$20,000,000 (FY2015-16)	Construction	The process has started.	Start of construction in August 2015	Start of construction in August 2015
Fairfax County	<b>VA Route 28 Widening – Prince William County Line to Route 29</b> - Widen from 4 to 6 lanes including intersection improvements and pedestrian/bicycle facilities.	\$5,000,000 (FY2015-16)	PE and Environmental Study	PE to start in December 2016, final design in June 2018, and construction in 2018.	2020	2018
Fairfax County	<b>Connector Bus Service Expansion</b> – Purchase of 12 buses for 2 new routes and improve service on 9 additional routes	\$6,000,000 (FY2015-16)	Asset Acquisition	Procurement process begins in September 2015.	2016	2016
Fairfax County	<b>NEW! Fairfax County Parkway Improvements</b> – A Study of short and long-term corridor improvements, Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI), and/or Preliminary Engineering for five segments of the Parkway.	\$10,000,000 (FY2015-16)	Design, Environmental, PE	Design work is expected to start in January 2016	2020	January 2017
Fairfax County	<b>NEW! Rolling Road Widening</b> – Widen Rolling Road from 2 to 4 lanes from Old Keene Mill Road (VA 644) to Franconia Springfield Pkwy (VA 289) and Fairfax County Parkway (VA 286). Project will add pedestrian and bicycle facilities.	\$5,000,000 (FY2015-16)	Design, PE, ROW	Design work is expected to start in November 2015	2018	Summer 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Fairfax County	<b>NEW! Frontier Drive Extension</b> - Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and interchange improvements (braided ramps) to and from the Parkway. Provide on-street parking along Frontier Drive where feasible, as well as add pedestrian and bicycle facilities.	\$2,000,000 (FY2015-16)	Design, PE	Design work is expected to start in December 2015	2020	Fall 2017
Fairfax County	<b>NEW! US 1 (Richmond Highway) Widening</b> – Widen US 1 for 2.9 miles from Mt. Vernon Memorial Highway (south) to Napper Road. This project will provide a 6 lane facility from Ft. Belvoir to I-95/I-495 in Alexandria. Project includes both pedestrian and bicycle facilities and provision for future transit.	\$1,000,000 (FY2015-16)	PE, Environmental	Study phase started in 2015. PE expected to start in FY2016	2018	2016
Fairfax County/ Virginia Department of Transportation	<b>NEW! Route 7 Bridge over Dulles Toll Road</b> - Widen Route 7 from 4 lanes to 6 lanes, from approximately 0.1 mile west of Tyco Road to approximately 0.6 mile west of Tyco Road. The project will add one extra lane and 14 foot wide shared-use path on each direction.	\$13,900,000 (FY2015-16)	Construction	Notice to Proceed to Design-Build team in July 2015.	Spring 2018	Spring 2018
Loudoun County	<b>Leesburg Park and Ride</b> – Funding of land acquisition for a second Leesburg Park and Ride facility to accommodate a minimum of 300 spaces.	\$1,000,000 (FY2014)	ROW Acquisition	Negotiations underway with the expectation that Board action could occur by November 5 <sup>th</sup> .	Acquisition of land anticipated by end of 2015.	Winter of 2015
Loudoun County	<b>LC Transit Buses</b> – New transit buses to introduce Silver Line connecting service.	\$880,000 (FY2014)	Asset Acquisition	Buses have been ordered.	Anticipated delivery by May 2016.	May 2016
Loudoun County	<b>Belmont Ridge Road (North)</b> – Widening of Belmont Ridge between Gloucester Parkway and Hay Road Segment, including a grade separation structure to carry the W&OD trail over Belmont Ridge Road.	\$20,000,000 (FY2014)	ROW Acquisition Construction	This is a design build project being administered by VDOT. Contract was awarded to Dewberry Shirley and notice to proceed was issued in October 2015. The schedule calls for design completion over the winter and Spring (2015 – 2016) along with ROW acquisition with construction underway in 2016.	December 2018	December 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Loudoun County	<b>Belmont Ridge Road - Truro Parish Road to Croson Ln</b> – The road will be widened from a substandard two-lane rural section to a four-lane arterial standard with the appropriate auxiliary turn lanes and signalization.	\$19,500,000 (FY2015-16)	Construction	30% plans have been completed, and a public design hearing has been held.	February 2018	February 2018
Loudoun County	<b>Acquisition of Four Buses</b> – Add additional bus capacity in peak commuter periods to connect new park and ride lots in Loudoun County to the Silver Line of Metro.	\$1,860,000 (FY2015-16)	Asset Acquisition	Buses have been ordered.	Winter 2016	Winter 2016
Loudoun County	<b>Loudoun County Parkway (VA Route 607) – U.S. 50 to Creighton Rd</b> – Provides for the design, right-of-way acquisition and construction of Loudoun County Parkway from Creighton Road to U.S. Route 50. The project will be designed as a four-lane urban major collector with a divided median in a six-lane ultimate right-of-way, associated turn lanes and shared use path.	\$31,000,000 (FY2015-16)	Construction	Project is administered by VDOT as a Design Build contract. Dewberry is preparing the final design and Shirley will construct. The Loudoun County Parkway improvements are being phased with the completion of the widening of Rt. 606.	Fall 2017	Fall 2017
Prince William County	<b>Route 1 Widening from Featherstone Road to Marys Way</b> – Widen Route 1 from a 4 lane undivided highway to a 6 lane divided highway; including a multi-use trail on the west side and a sidewalk on the east side.	\$3,000,000 (FY2014)	Design	The roadway design activities have been started. Design Waiver requests submitted to VDOT and under review.	Construction advertisement December 2018.	Design October 2016.
	<b>Route 1 Widening from Featherstone Road to Marys Way</b> - Widening of Route 1 from a 4 lane undivided highway to a 6 lane divided highway. The total distance for the project will be 1.3 miles and will include the construction of a 10 foot wide multimodal trail and a five foot wide sidewalk along the sides of the route.	\$49,400,000 (FY2015-16)	Design ROW Acquisition Construction	Final design to begin in Fall 2015 and construction in Spring 2017. There are approximately 82 parcels impacted with 15 properties with possible major impacts, 8 parcels with total takes, and 7 probable total takes.	August 2019	August 2019
Prince William County	<b>Route 28 Widening from Linton Hall Road to Fitzwater Drive</b> -- Widen from a 2 lane undivided roadway to a 4 lane divided highway. Project includes relocation and re-alignment of Route 215 (Vint Hill Road) and construction of a multi-use trails on the south side and a sidewalk on the north side.	\$28,000,000 (FY2014)	Engineering ROW Acquisition Construction	ROW appraisals and negotiations are ongoing. Have agreements for 43 of the 56 properties. Utility relocation to be completed by Spring 2016. All utilities, plans and estimates are in and have been approved.	December 2017	December 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Prince William County	<b>Route 28 Widening from Route 234 Bypass to Linton Hall Road</b> - Widen approximately 1.5 miles of Route 28 from a 4 lane undivided highway to a 6 lane divided highway, which will include a multi-use trail and sidewalk.	\$16,700,000 (FY2015-16)	Design ROW Acquisition Construction	PE to begin in early spring 2016 and construction in Fall 2017.	Fall 2018	Fall 2018
City of Alexandria	<b>Potomac Yard Metrorail Station EIS</b> – This project supports ongoing design and environmental activities associated with the development of a new Blue/Yellow Line Metrorail station at Potomac Yard, located between the existing Ronald Reagan Washington National Airport Station and Braddock Road Station.	\$2,000,000 (FY2014)	Design Environmental	Locally Preferred Alternative was decided on May 20, 2015, with a Record of Decision by Spring 2016.	Expected to open by year-end 2020.	January 2019
	<b>NEW! Potomac Yard Metrorail Station (continuation)</b> - Planning, design, and construction of a new Metrorail station and ancillary facilities at Potomac Yard along the existing Metrorail Blue and Yellow lines between the Ronald Reagan Washington National Airport Station and the Braddock Road Station.	\$1,500,000 (FY2015-16)	Planning, PE, Design	Locally Preferred Alternative was decided on May 20, 2015, with a Record of Decision by Spring 2016.	2018	2017
City of Alexandria	<b>Shelters and Real Time Transit Information for DASH/WMATA</b> – Constructs bus shelters and provides associated amenities such as real time information at high ridership stops.	\$450,000 (FY2014)	Asset Acquisition	Invitation to Bid is expected by November 2015. Installation is expected to commence in winter to spring 2016.	September 2018	September 2018
City of Alexandria	<b>Traffic Signal Upgrades/Transit Signal Priority</b> – Includes design of transit priority systems on Route 1 and Duke Street, and purchase of equipment and software to install transit signal priority and upgrade traffic signals on Route 1.	\$660,000 (FY2014)	Design Asset Acquisition	Procurement documents are in development. Design should be let out for bid by February 2016, with design beginning in spring 2016.	Winter 2016/2017	Winter 2016/2017
City of Alexandria	<b>NEW! Duke Street Transit Signal Priority</b> - Includes design, install and implementation of a transit vehicle signal priority system (on board system on DASH and field equipment along the route) on Duke Street.	\$190,000 (FY2015-16)	Construction	Preliminary engineering	2017	2017
City of Alexandria	<b>DASH Bus Expansion</b> – Five new hybrid buses to provide additional service and increased headways to regional activity centers, including BRAC-133 at Mark Center and VRE Station at King Street.	\$1,462,500 (FY2014)	Asset Acquisition	Buses have been delivered.	Buses delivered.	December 2015

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
City of Alexandria	<b>NEW! West End Transitway (WET)</b> - Will provide frequent, reliable transit service connecting major activities. The WET will connect to two metro stations (Van Dorn, Pentagon), major employment centers (Pentagon, Mark Center), and major transit nodes (Landmark Mall, Southern Towers, and Shirlington Transit Center).	\$2,400,000 (FY2015-16)	Design, Construction	FONSI is expected in December 2015	2019	2019
City of Fairfax	<b>Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place</b> – Widen Route 123 (Chain Bridge Road) to six lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.	\$5,000,000 (FY2014)	ROW Acquisition, Construction	Utility relocations. Construction is expected to commence in spring 2016.	2017 or 2018, depending on utility relocations	2017 or 2018, depending on utility relocations
	<b>Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place “Northfax”</b> – Widens Route 123 (Chain Bridge Road) to 6 lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.	\$10,000,000 (FY2015-16)	Construction	Utility relocations. Construction is expected to commence in spring 2016.	2017 or 2018, depending on utility relocations	2017 or 2018, depending on utility relocations

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
City of Fairfax	<b>Kamp Washington Intersection Improvements</b> – Eliminates the existing substandard lane shift between Route 50 and Route 236 through the intersection; signalization phasing improvements; construction of an additional southbound lane on U.S 29 from the Kamp Washington (50/29/236) intersection to the existing third southbound lane; extension of the westbound through lanes on VA 236 (Main Street) from Chestnut Street to Hallman Street; lengthening of turn lanes to provide additional storage for turning vehicles from Route 50 to Route 50/29 and Route 236 to Route 29; new crosswalks, curb ramps, sidewalks and pedestrian signalization; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction begins December 2015.	April 2017	April 2017
City of Fairfax	<b>Jermantown Road/Route 50 Roadway Improvements</b> – Addition of a third westbound lane along Route 50 (Fairfax Boulevard) (NHS) from Bevan Drive to Jermantown Road; widening of northbound Jermantown Road to allow for two through lanes adjacent to the left turn lane into the shopping center; geometric improvements to southbound Jermantown Road to provide a dual right turn lane, through lane, and left turn lane; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction began March 2015.	March 2016	March 2016
City of Falls Church	<b>Bus Stops Changes</b> – Includes the provision of shelters and pedestrian way-finding information. Also includes consolidation of existing stops, design, ROW acquisition and construction for bus stop changes along Route 7, and provision of bus shelters.	\$200,000 (FY2014)	Engineering Construction Inspection Services	Final engineering plans have been reviewed. Easement acquisition is on-going with construction of the shelters in the late spring of 2016.	Spring 2016	Spring 2016
City of Falls Church	<b>Pedestrian Access to Transit</b> – Includes the provision of enhanced pedestrian connections to the Intermodal Plaza being designed for the intersection of South Washington Street and Hillwood Avenue. The Intermodal Plaza will serve as a focal point for bus transportation in the area when completed.	\$700,000 (FY2014)	Engineering Environmental Construction	Working on 65% design comments and starting 90% design. Utility undergrounding test pitting to be complete by end of November.	Summer 2017	Summer 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
City of Falls Church	<b>Pedestrian Bridge Providing Safe Access to the East Falls Church Metro Station</b> – Includes the expansion of an existing bridge on Van Buren Street to include a segregated pedestrian area. The existing bridge lacks such a facility and requires pedestrians to detour onto the pavement in order to access the Metro Station.	\$300,000 (FY2014)	Design Construction	Working on 60% design. On track to receive 60% plans for review by the end of November.	Early 2017	Early 2017
City of Manassas	<b>Route 28 Widening South to City Limits</b> – Includes widening Route 28 from 4 lanes to 6 lanes from Godwin Drive in Manassas City to the southern city/Prince William County limits. This project also adds a dual left turn lane on north bound Route 28 to serve Godwin Drive. The project eliminates a merge/weave problem that occurs as travelers exit the 234 bypass and attempt to cross 2 lanes to access Godwin Drive. Signalization improvements are included.	\$3,294,000 (FY2015-16)	Engineering ROW Acquisition Construction	Start of construction in 2017-18.		
City of Manassas/Prince William County	<b>Route 28 (Manassas Bypass) Study – Godwin Drive Extended</b> - This study will evaluate the scope, cost, environmental, traffic forecasts, alternative alignments and feasibility factors required to gain approval for Route 28 corridor congestion improvements between the City of Manassas and Fairfax County.	\$2,500,000 (FY2015-16)	Engineering Study	Study to start in fall 2015	Fall 2016	Fall 2016
Town of Dumfries	<b>Widen Route 1 (Fraleay Boulevard) Brady's Hill Road to Route 234 (Dumfries Road)</b> - This project will complete the Northern segment of a Prince William County funded project (VDOT's Route 1 / Route 619) and will allow local traffic to travel to and from Quantico / Stafford to the Route 234 interchange and communities along the Route 1 corridor. This project will bring northbound and southbound Route 1 onto the same alignment by widening Route 1 NB from 2 lanes to 6 lanes, with a wide curb lane for on-road bicycle use and a sidewalk and multi-use trail for pedestrians and other modes. It includes replacing the bridge over Quantico Creek.	\$6,900,000 (FY2015-16)	Engineering	Conceptual plan is being finalized for Citizen Information Meeting in January 2016. Construction to start in spring 2019	FY2021	FY2018



Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Town of Herndon	<b>Intersection Improvements (Herndon Parkway/Sterling Road)</b> – Street capacity improvements for congestion relief. Project includes ROW acquisition and construction to build a sidewalk on the north side of Sterling Road between Herndon Parkway and the town limits.	\$500,000 (FY2014)	Final Engineering ROW Acquisition Construction	Right of way acquisition for new sidewalk connectivity and improvements.	Highway capacity improvements completed November 2014. Sidewalk improvements expected in early 2016.	Early 2016
Town of Herndon	<b>Intersection Improvements (Herndon Parkway/Van Buren Street)</b> – Street capacity improvements for congestion relief. Project includes sidewalk/trail connectivity to Herndon Metrorail.	\$500,000 (FY2014)	Engineering ROW Acquisition	Procurement approved and awarded in February 2015. Project is in design.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.	2018
Town of Herndon	<b>Access Improvements (Silver Line Phase II – Herndon Metrorail Station)</b> – Provides additional vehicle and bus pull-off bays and major intersection improvements to include ADA accessible streetscape, paver crosswalks, bike-pedestrian signalization, refuge media islands and bus shelter/transit facilities.	\$1,100,000 (FY2014)	Engineering ROW Acquisition Construction	Procurement approved and awarded in March 2015. ROW acquisition/street dedication is to begin in early 2016 to be ready for construction in 2018.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.	2018
Town of Herndon	<b>NEW! East Elden Street Improvement &amp; Widening</b> - Widen and reconstruct East Elden Street from 4 to 6 lanes with a raised landscaped median between Fairfax County Parkway and Herndon Parkway; continue as a 4-lane section with a raised landscaped median and dedicated turning lanes between Herndon Parkway and Van Buren Street; transition to a 2-lane section with left-turn lanes between Van Buren and Monroe Street. The project will be ADA accessible to include pedestrian/audio signalization, crosswalk enhancements and bus stop improvements at select major intersections as well as proposed bike lanes along the length of the project.	\$10,400,000 (FY2015-16)	ROW, Utilities	30% Design is completed.	2020	December 2018

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Town of Leesburg	<b>Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange</b> – Development of a new grade separated interchange.	\$1,000,000 (FY2014)	Design Environmental	Survey work completed. Consultant procured awaiting NTP to start preliminary design.	Design approval expected May 2017.	May 2017
	<b>Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange (Continuation)</b> - The project consists of development of a new grade-separated interchange on Edwards Ferry Road at the Route 15 Leesburg Bypass. The existing signalized at-grade intersection at this location is heavily congested.	\$1,000,000 (FY2015-16)	Design	This project will continue the work of the FY2014 project.	Construction to begin in 2022.	
Town of Leesburg	<b>NEW! Route 7 East Market Street and Battlefield Parkway Interchange</b> - Improve safety and pedestrian/vehicle flow by building a grade-separated interchange which will allow Route 7 to become a limited-access freeway through the Town of Leesburg	\$13,000,000 (FY2015-16)	Design	Preliminary design has just started	2020	2018
Northern Virginia Transportation Commission	<b>Transit Alternatives Analysis (Route 7 Corridor Fairfax County/Falls Church/Arlington County/Alexandria)</b> – Corridor study to study transit options on Route 7.	\$838,000 (FY2014)	Planning for Phase 2 of Study	Preliminary demand forecast and cost estimates for different alternatives developed. Public outreach meetings planned for November. Will look into the funding/implementing strategies by year end.	Expected completion in March 2016.	March 2016.
Potomac and Rappahannock Transportation Commission	<b>Western Maintenance Facility</b> – New facility will alleviate overcrowding at PRTC’s Transit Center (which was designed to accommodate 100 buses, but is currently home to over 153 buses) and to permit service expansion as envisioned and adopted in PRTC’s long range plan.	\$16,500,000 (FY2015-16)	Construction Testing Inspection Oversight	Plans submitted to Prince William County for review to obtain Building Permit. Pre-construction meeting was held with Prince William County’s Building Development Department on October 8, 2015. Guaranteed Maximum Price (GMP) contract for construction was not approved by the Commission at its October 2015 meeting. Staff is evaluating options.	Summer 2017	Summer 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Virginia Department of Transportation	<b>Route 28 Hot Spot Improvements (Loudoun Segment)</b> – Loudoun segment of Route 28 improvements from Sterling Blvd. to the Dulles Toll Road.	\$12,400,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017	Summer 2017
Virginia Department of Transportation	<b>Route 28 Widening Dulles Toll Road to Route 50</b> – Widen Route 28 from 3 to 4 lanes Southbound from Dulles Toll Road to Route 50.	\$20,000,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017	Summer 2017
Virginia Department of Transportation	<b>Route 28 Widening McLearen Road to Dulles Toll Road</b> – Widen Route 28 from 3 to 4 lanes Northbound from McLearen Road to Dulles Toll Road.	\$11,100,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017	Summer 2017
Virginia Railway Express	<b>Alexandria Station Tunnel</b> – Includes a pedestrian tunnel connection between Alexandria Union Station/VRE Station and the King Street Metrorail Station, as well as the improvement of the VRE station east side platform to enable it to service trains on both sides.	\$1,300,000 (FY2014)	Construction	Waiting for comments on 30% plans from VDOT Central office. 60% plans on hold pending utility issues and VDOT comments.	Fall 2017	Fall 2017
Virginia Railway Express	<b>Gainesville to Haymarket Extension</b> – Corridor study and preliminary engineering development of an 11-mile VRE extension from Manassas to Gainesville-Haymarket.	\$1,500,000 (FY2014)	Planning Project Development Conceptual Design	Work underway on public involvement outreach, travel forecasts, conceptual engineering for railroad alignment and identification of station site alternatives. Public meeting and stakeholder committee meetings scheduled Nov. 6, 9 and 10, 2015.	Summer 2017	Summer 2017
Virginia Railway Express	<b>Lorton Station Second Platform</b> – Includes final design and construction of a 650 foot second platform at the VRE Lorton Station in Fairfax County to accommodate trains up to 8 cars in length.	\$7,900,000 (FY2014)	Final Design Construction	PE to begin January 2016, final design in November 2016, and construction January 2018.	Summer 2019	Summer 2019
Virginia Railway Express	<b>Manassas Park Station Parking Expansion</b> - Planning and engineering investigations to expand parking and pedestrian connections at the VRE Manassas Park station	\$500,000 (FY2015-16)	Planning & Engineering Studies	VRE Operations Board authorized RFP for consultant services in October 2015; RFP under development. Contract award estimated January 2016.	Fall 2016	Fall 2016

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Virginia Railway Express	<b>Franconia-Springfield Platform Expansion</b> - Design and construction to extend the existing north-side (Metro station side) platform by up to 550 feet to allow the north-side platform at the station to be usable by VRE trains on a regular basis. It also includes design and construction of modifications to the south-side platform at the station.	\$13,000,000 (FY2015-16)	Design Construction	PE to begin January 2016, final design in November 2016, and construction in January 2018.	Summer 2019	Summer 2019
Virginia Railway Express	<b>Rippon Station Expansion and Second Platform</b> - Includes NEPA, design and construction to modify the existing platform and add a second platform at the station to service trains up to 8 cars long. An elevator will also be constructed to get passengers to the new platform.	\$10,000,000 (FY2015-16)	NEPA Design Construction	PE to begin January 2016, final design in November 2016, and construction in January 2018.	Summer 2019	Summer 2019
Virginia Railway Express	<b>Slaters Lane Crossover</b> - Includes the design and construction of a rail crossover and related signal equipment near Slaters Lane, north of the VRE Alexandria station. It will enable trains to move between all 3 tracks and makes the east side (Metro side) platform at the VRE Alexandria station usable from both sides.	\$7,000,000 (FY2015-16)	Design Construction	Final design to begin in January 2016 and construction in June 2016.	Summer 2017	Summer 2017
Virginia Railway Express	<b>Crystal City Platform Extension Study</b> - Includes planning and engineering investigations to evaluate the short- and long-term expansion potential of the VRE Crystal City station to alleviate existing crowding and accommodate future service expansion and bi-directional service.	\$400,000 (FY2015-16)	Planning Engineering Studies	RFP for consultant support being developed.	Fall 2016	Fall 2016

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion (Project)	Completion (NVTA funded Phases)
Washington Metropolitan Transit Authority	<b>8-Car Traction Upgrades</b> – Begins the process of upgrading traction power along the Orange Line by incrementally improving the power system to increase power supply capacity to support the future expanded use of eight car trains.	\$4,978,685 (FY2014)	Construction Contract Admin.	Completed project planning, prepared contract documents, specifications and drawings. Procurement ready package is under review with counsel. Contractor is expected to be on board by late December 2015.	Projected Contract Close-out November 2016	November 2016

# **Correspondence Section**

RECEIVED  
OCT 19 2015  
BY: *CO*

October 14, 2015

Dear Regional Planning Partner:

Subject: 2015 Fall Transportation Meetings  
**NOVA District Meeting, November 16<sup>th</sup>; 6:00 - 8:00 p.m.**  
4975 Alliance Drive, Fairfax, VA 22030

The Commonwealth Transportation Board will conduct nine public meetings across the state in November 2015 to give stakeholders the opportunity to review and provide comments on transportation projects and priorities. Specifically, information will be provided on projects and strategies submitted for consideration through the HB2 prioritization process. I will co-host this meeting with our local CTB representatives and Secretary of Transportation, Aubrey Layne. We want to build on the efforts during last year's fall meetings, and it is important that we hear from you and your constituents about those projects you feel are the highest priority for the state's limited transportation funds.

Our format will be a little different from last year's meetings. This year's meetings will consist of an Open House format at **6:00 p.m.** The attendees will be able to review and provide feedback on the projects and strategies submitted for consideration for both the High-Priority Projects Program and the Construction District Grant Program during HB2 application phase. Following the Open House, there will be an opportunity to engage with the Secretary at **7:00 p.m.** in a town hall style format for the public and transportation stakeholders. These meetings are intended to be interactive; there will be no formal public comment. Meeting materials will be available on the web at <http://www.virginiadot.org/2015fallmeetings> starting November 2.

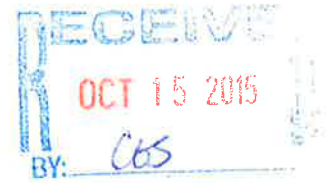
Representatives from the Virginia Department of Transportation, Virginia Department of Rail and Public Transportation, Office of Intermodal Planning and Investment, and Office of Transportation Public-Private Partnerships will be available to provide information on current initiatives and to answer any questions.

I encourage you to come and speak with our transportation agency representatives. If you cannot attend the meetings, you may send your comments to Infrastructure Investment Director at 1401 E. Broad Street, Richmond, VA 23219 or e-mail them to [Six-YearProgram@vdot.virginia.gov](mailto:Six-YearProgram@vdot.virginia.gov) by December 11, 2015. Comments on rail and public transportation projects may be sent to DRPT Public Information Officer at 600 East Main Street, Suite 2102, Richmond, VA 23219 or e-mail them to [drptpr@drpt.virginia.gov](mailto:drptpr@drpt.virginia.gov). I truly appreciate your participation at this session. If you have any questions prior to the meeting, please contact Maria Sinner at 703-259-2342.

Sincerely,



Helen Cuervo, P.E.  
District Administrator  
Northern Virginia District



# COMMONWEALTH of VIRGINIA

Office of the Governor

Aubrey L. Layne, Jr.  
Secretary of Transportation

October 6, 2015

Mr. Marty Nohe  
Chairman, Northern Virginia Transportation Authority  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

Dear Chairman Nohe:

Thank you for your letter dated September 14, 2015 regarding the capacity issues at the American Legion Bridge.

I appreciate the Authority's support for initiating discussions with Maryland to examine options to improve travel on I-495 from American Legion Bridge to the I-270 Spur. The potential extension of Express Lanes along this corridor will help further expand the regional network of Express Lanes, provide new travel choices for commuters and create incentives for carpooling and transit use.

It is my expectation that the Commonwealth Transportation Board will consider a resolution regarding the Potomac River Crossing Study at its October meeting. A draft resolution has been posted on the Board's website – [www.ctb.virginia.gov](http://www.ctb.virginia.gov). The current version of the resolution identifies improvements to the American Legion Bridge as the most pressing need and directs staff to examine and prioritize other potential Potomac River crossing improvements.

Thank you for your leadership on transportation in Northern Virginia.

Sincerely,

Aubrey L. Layne, Jr.





## Northern Virginia Transportation Authority

*The Authority for Transportation in Northern Virginia*

October 6, 2015

Ms. Kimberly Alexander  
City Manager  
City of Manassas Park  
One Park Center Court  
Manassas Park, VA 20111-2395

Dear Ms. Alexander,

I am responding to your email dated September 22, 2015 requesting a determination of eligibility for the use of HB 2313 30 percent local revenues as noted below:

- To meet the City of Manassas Park's subsidy requirements for PRTC and VRE.

According to the identified request, it appears that the request may be consistent with the use of 30% revenues as identified in the legislation.

Per HB 2313 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.

If you have any additional questions concerning the appropriateness of a specific potential use or expenditure, please let me know and the NVTA will be glad to work through the question with the City.

Best regards,

A handwritten signature in black ink that reads "Monica Backmon".

Monica Backmon  
Executive Director

cc: Jeannette Rishell, Council member, City of Manassas Park  
NVTA Council of Counsels  
Michael Longhi, NVTA, CFO

## Monica Backmon

---

**From:** Kimberly Alexander <k.alexander@manassasparkva.gov>  
**Sent:** Tuesday, September 22, 2015 1:08 PM  
**To:** Monica Backmon  
**Subject:** RE: Clarification - Possibility of 5% increase in VRE subsidy

Thanks!

---

Kimberly L. Alexander  
City Manager, City of Manassas Park  
One Park Center Court  
Manassas Park, VA 20111

Office: (703) 335-8813  
Cell: (571) 359-2248  
Fax: (703) 335-0053

Visit us at [www.CityOfManassasPark.us](http://www.CityOfManassasPark.us)!

**From:** Monica Backmon [mailto:Monica.Backmon@thenovaauthority.org]  
**Sent:** Monday, September 21, 2015 7:57 PM  
**To:** Kimberly Alexander <k.alexander@manassasparkva.gov>  
**Subject:** Re: Clarification - Possibility of 5% increase in VRE subsidy

Kim,

I will touch base with the Council of Counsel and get back to you as soon as possible.

Best,  
Monica

**Monica Backmon**  
**Executive Director**  
**[703-642-4650](tel:7036424650) (O)**  
**[571-355-4176](tel:5713554176) (C)**  
**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**3040 Williams Drive ® Suite 200 ® Fairfax, VA 22031**  
**[www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)**

On Sep 21, 2015, at 6:08 PM, Kimberly Alexander <[k.alexander@manassasparkva.gov](mailto:k.alexander@manassasparkva.gov)> wrote:

Monica,

Please see the below discussion. Can you provide any direction on this?

---

Kimberly L. Alexander  
City Manager, City of Manassas Park  
One Park Center Court  
Manassas Park, VA 20111

Office: (703) 335-8813  
Cell: (571) 359-2248  
Fax: (703) 335-0053

Visit us at [www.CityOfManassasPark.us](http://www.CityOfManassasPark.us)!

**From:** JM Rishell [<mailto:rishellmpcity@verizon.net>]  
**Sent:** Friday, September 18, 2015 5:57 PM  
**To:** Jeanette Rishell <[RishellMPCity@verizon.net](mailto:RishellMPCity@verizon.net)>; Frank Jones <[f.jones@manassasparkva.gov](mailto:f.jones@manassasparkva.gov)>  
**Cc:** Kimberly Alexander <[k.alexander@manassasparkva.gov](mailto:k.alexander@manassasparkva.gov)>; S Naddoni <[s.naddoni@manassasparkva.gov](mailto:s.naddoni@manassasparkva.gov)>; Gary Fields <[g.fields@manassasparkva.gov](mailto:g.fields@manassasparkva.gov)>; 2015 Governing Body <[2015GoverningBody@manassasparkva.gov](mailto:2015GoverningBody@manassasparkva.gov)>  
**Subject:** Clarification - Possibility of 5% increase in VRE subsidy

I meant that the 30% funding would not necessarily be used for the 5% VRE subsidy increase, but that something might be shift to VRE, and in turn the 30% used for the category from where the VRE 5% was taken.

*Jeanette M Rishell  
Councilmember  
City of Manassas Park  
Cell = 703-401-0498*

---

**From:** JM Rishell <[rishellmpcity@verizon.net](mailto:rishellmpcity@verizon.net)>  
**Date:** Friday, September 18, 2015 at 4:28 PM  
**To:** Frank Jones <[f.jones@manassasparkva.gov](mailto:f.jones@manassasparkva.gov)>  
**Cc:** JM Rishell <[rishellmpcity@verizon.net](mailto:rishellmpcity@verizon.net)>, Kimberly Alexander <[k.alexander@manassasparkva.gov](mailto:k.alexander@manassasparkva.gov)>, Suhas Naddoni <[s.naddoni@manassasparkva.gov](mailto:s.naddoni@manassasparkva.gov)>, Gary Fields <[g.fields@manassasparkva.gov](mailto:g.fields@manassasparkva.gov)>, 2015 Governing Body <[2015GoverningBody@manassasparkva.gov](mailto:2015GoverningBody@manassasparkva.gov)>  
**Subject:** Re: Possibility of 5% increase in VRE subsidy

A verbal assent from the NVTa of that possibility, would need to be followed up with a written request for a written determination from NVTa legal team

Sent from cell phone

On Sep 18, 2015, at 3:43 PM, Frank Jones <[f.jones@manassasparkva.gov](mailto:f.jones@manassasparkva.gov)> wrote:

I don't know the details on how those funds can be obligated.

V/R

Frank Jones  
Mayor  
Manassas Park, VA

On Sep 18, 2015, at 3:41 PM, JM Rishell  
<[RishellMPCity@verizon.net](mailto:RishellMPCity@verizon.net)> wrote:

Is it possible to move around funding in such a way that NVTA 30% funds can fill in the cracks, so to speak

Sent from cell phone

On Sep 18, 2015, at 3:06 PM, Frank Jones  
<[f.jones@manassasparkva.gov](mailto:f.jones@manassasparkva.gov)> wrote:

This is an impact in at least 3 areas of the budget and is impacting the current fiscal year available funds. Areas that I see are:

1. Funds available to pay our share of PRTC
2. Funds available to pay our share of VRE
3. Funds available for local transportation uses

The VRE possible increase will take the path as identified by Suhas. I have not seen anything from PRTC at this point on a local funding requirement. We know that PRTC is at least \$7M shortfalled if current level of service is to be sustained. This is an issue for PWC more than anything.

As the cost of fuel continues to decline, the funds collected based on the 2% calculation decrease. Good news for the consumer but real funding impact to transportation.

Believe we need to watch this closely as we may not have the funds available we had projected to support local transportation projects.

V/R

Frank Jones  
Mayor  
Manassas Park, VA

On Sep 18, 2015, at 2:01 PM, Kimberly Alexander  
<[k.alexander@manassasparkva.gov](mailto:k.alexander@manassasparkva.gov)>  
wrote:

Gary,

Please be aware of the below. We will need to plan for this in FY 17 unless they decide not to move forward with it.

*Sent from my Verizon  
Wireless 4G LTE DROID*

S Naddoni  
<[s.naddoni@manassasparkva.gov](mailto:s.naddoni@manassasparkva.gov)> wrote:

VRE staff have said that the subsidy has not been increased in two years. Anyway the commissions have to deliberate it and approve it before the Operations Board can do anything.

*Sent from my BlackBerry*

---

**From:** Frank Jones  
**Sent:** Friday, September 18, 2015 1:50 PM  
**To:** S Naddoni  
**Cc:** Kimberly Alexander; 2015 Governing Body  
**Subject:** Re: Possibility of 5% increase in VRE subsidy

And this is at a time when the motor fuels tax is generating much less funding due to the lower gas prices.

V/R

Frank Jones  
Mayor  
Manassas Park, VA

On Sep 18, 2015, at 11:04 AM, S Naddoni <[s.naddoni@manassasparkva.gov](mailto:s.naddoni@manassasparkva.gov)> wrote:

Kim,  
Just a heads up, VRE has proposed a 5% increase in jurisdictional subsidy for ?FY17 to the commissions (PRTC & NVTC). That may mean \$25,000 increase in the annual contribution from the 2% motor fuels tax fund.

Suhas Naddoni  
Sent from my BlackBerry

---

**Total Control Panel**

To: [2015governingbody@manassasparkva.gov](mailto:2015governingbody@manassasparkva.gov)  
From: [rishellmpcity@verizon.net](mailto:rishellmpcity@verizon.net)

Message Score: 1  
My Spam Blocking Level: Medium

High (60): **Pass**  
Medium (75):  
Low (90): **Pass**

[Block](#) this sender  
[Blockverizon.net](#)

*This message was delivered because the content filter score did not exceed your filter level.*

**Total Control Panel**

[Log](#)

To: [k.alexander@manassasparkva.gov](mailto:k.alexander@manassasparkva.gov)  
From: [rishellmpcity@verizon.net](mailto:rishellmpcity@verizon.net)

Message Score: 1  
My Spam Blocking Level: Medium

High (60): **Pass**  
Medium (75): **Pass**  
Low (90): **Pass**

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Message Score: 35  
My Spam Blocking Level: Medium

High (60): **Pass**  
Medium (75): **Pass**  
Low (90): **Pass**

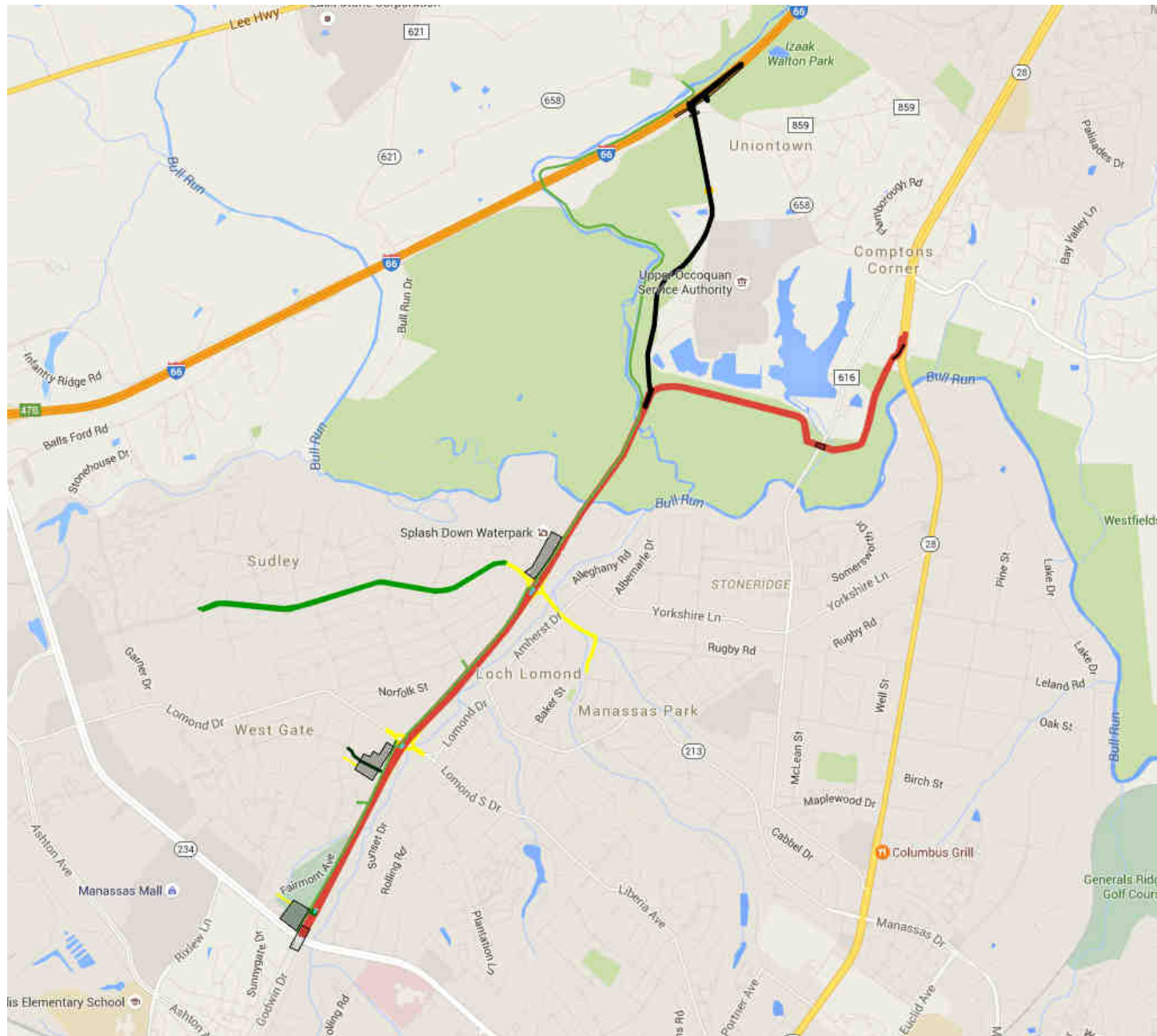
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# VA 28 Manassas Bypass – Godwin Dr. Extension

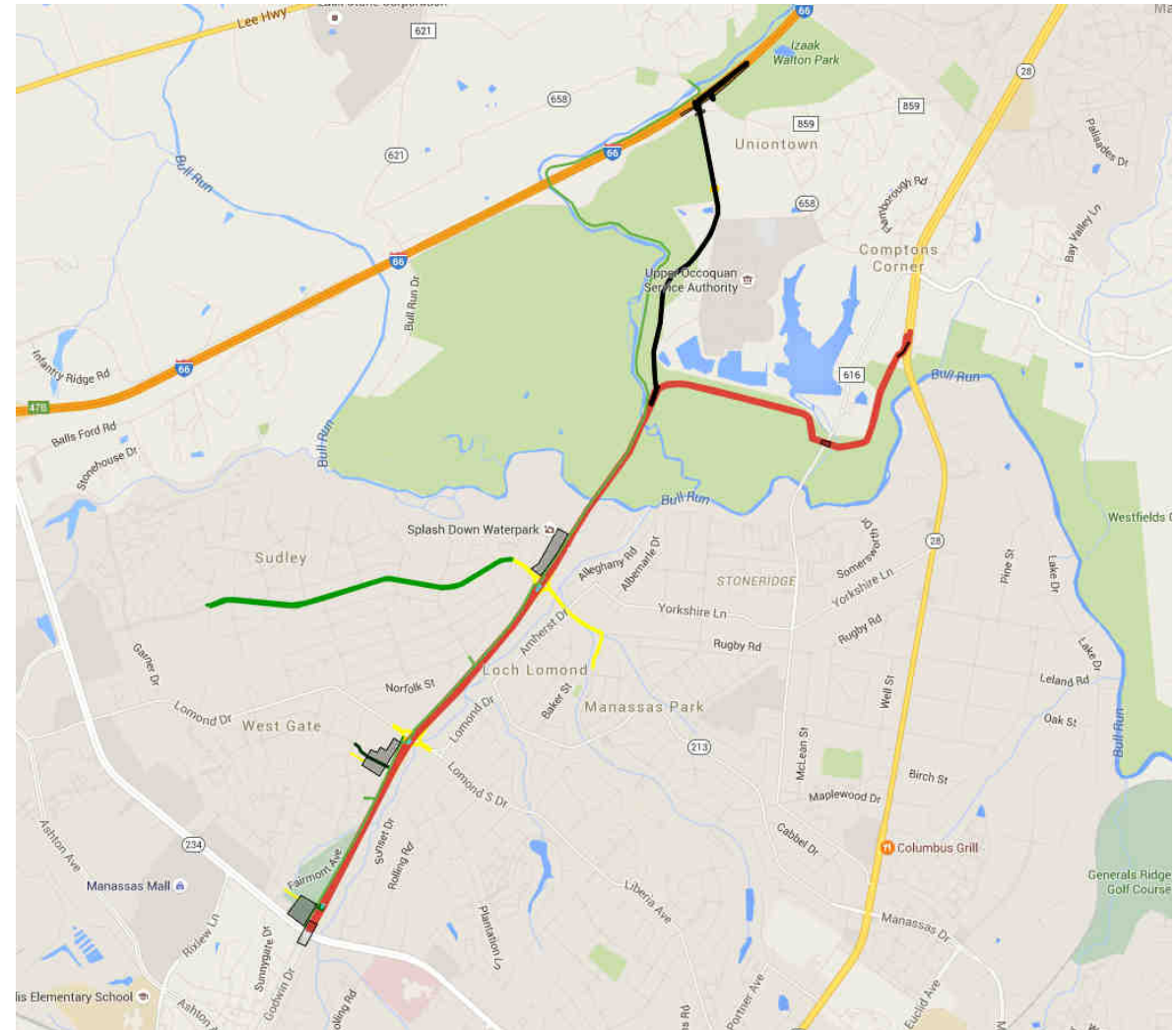


October 2015



# Overview

- Purpose and Objectives
- Existing Roadway Infrastructure
- Proposed Transportation Alternative
- Roadway Layout
- Land Ownership
- Current ROW Conditions
- Bull Run Regional Park Mitigation
- Sudley Rd./Godwin Dr. Intersection
- Lomond/Sudley Manor Dr. Teardrop Interchanges
- VA28 Bypass Interchange with Route 28 near Compton Road
- VA28 Bypass Interchange with I-66 Express Lanes Access Road
- I-66 Express Lanes Interchange
- Tri-County Pkwy Location Study Decision
- Change to the Fairfax County Comp. Plan
- Mass Transit
- Proposed Bus Rapid Transit (BRT) Route
- Estimated Construction Costs
- Funding/Benefits of the project
- Next Steps, Conclusion & Contact



Mark Scheufler – Northern Virginia Citizen  
[scheufler@gmail.com](mailto:scheufler@gmail.com), 571-229-7551  
[www.novarapidtransit.org](http://www.novarapidtransit.org)  
[www.facebook.com/FixRoute28](https://www.facebook.com/FixRoute28)

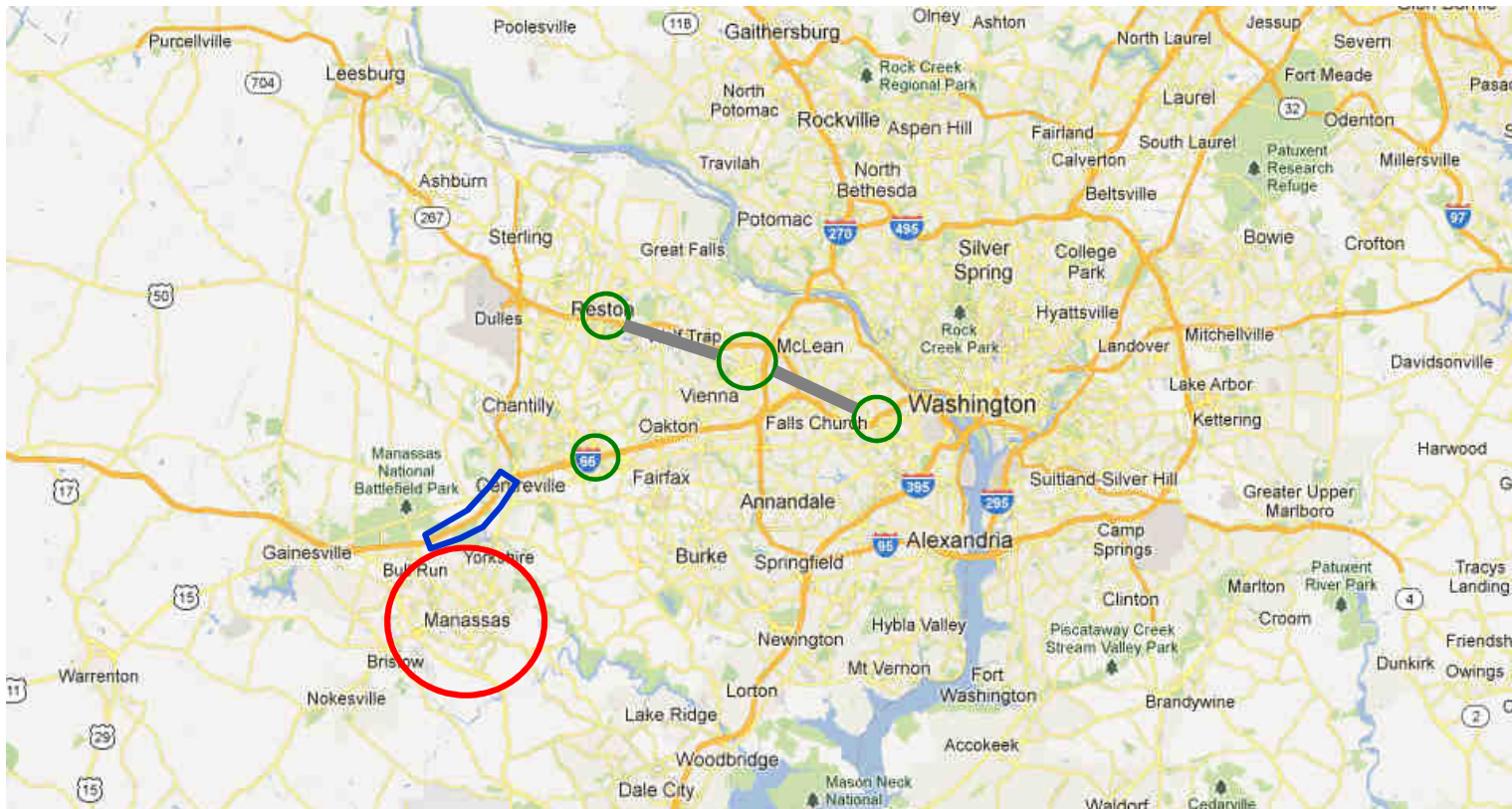
# Purpose and Objectives

## Purpose :

- Outline a cost effective multi-modal transportation alternative to connect Manassas, Virginia with I-66 and activity centers in Fairfax and Arlington Counties. This includes Tysons, Fairfax Corner, Ballston, and Reston.

## Objectives:

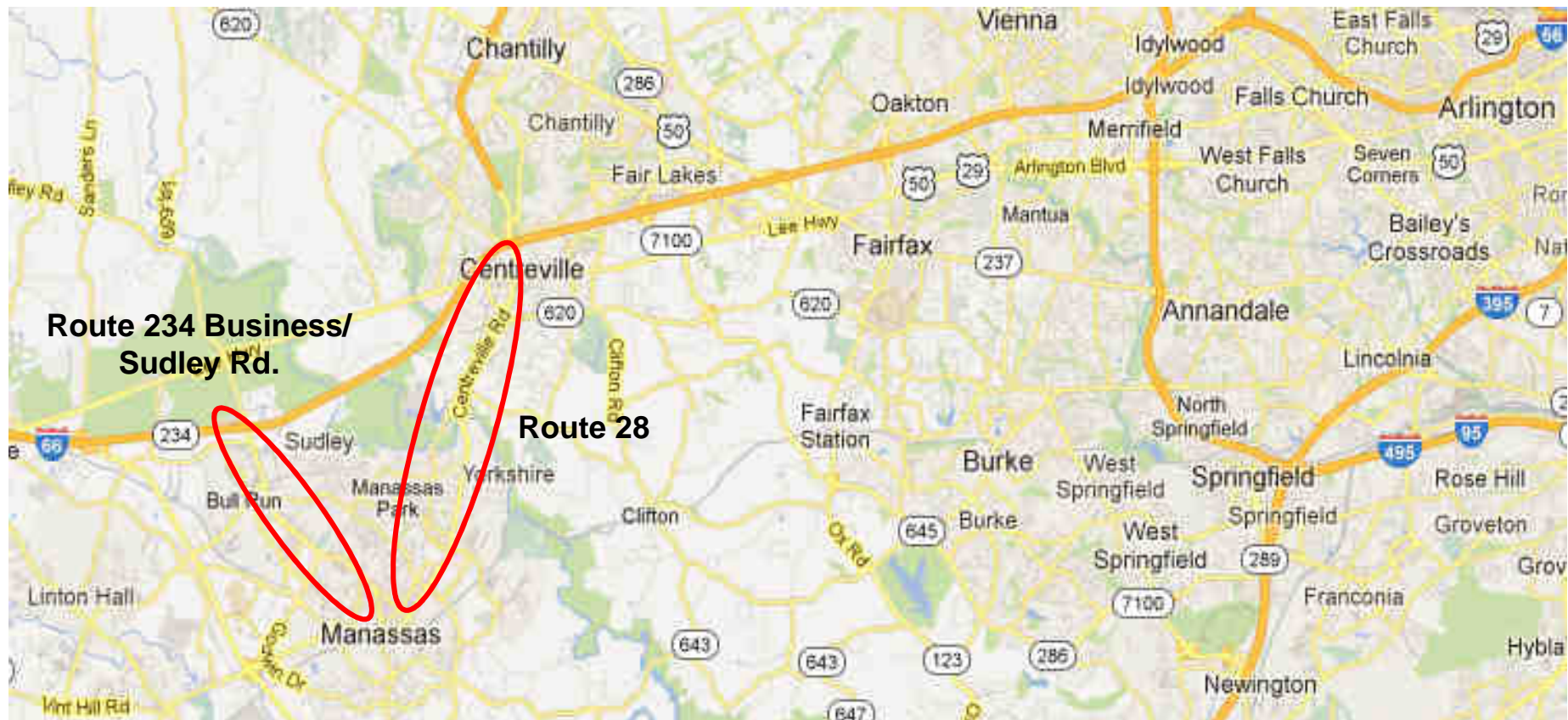
- Improve transportation mobility, capacity and access
- Reduce congestion
- Increase mass transit usage through the expansion of existing transit service
- Enhance the linkage of communities and the transportation system that serves those communities.
- Accommodate social demands, environmental goals and economic development needs.





# Existing Roadway Infrastructure

- The main roadways between Manassas to I-66 are Route 234 Business/Sudley Rd. and Route 28 through Centreville. Route 234 Business has 17 traffic lights and Route 28 has 12 traffic lights between Old Town Manassas and I-66. This **inhibits reliable transportation options** to activity centers.
- Route 28 between Manassas and Centreville is controlled by four separate jurisdictions (City of Manassas, City of Manassas Park, Prince William County, and Fairfax Counties) with different priorities for the roadway.
- Route 28 is a mostly a four-lane primary road and Route 234 Business/Sudley Rd. is a mostly a six lane primary road. Parcels along both roadways in Prince William County are developed and expansion would require significant right-of-way (ROW) acquisition.

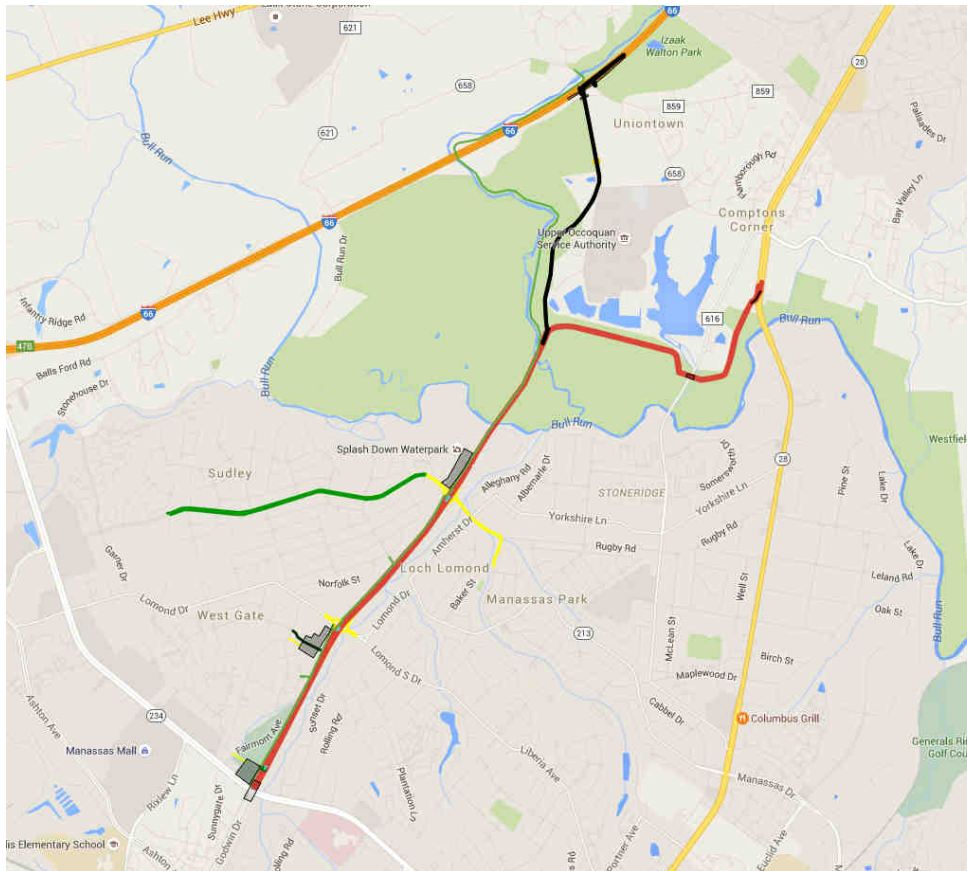


# Proposed Transportation Alternative

A new **four-lane** limited access road between the Godwin Dr./Sudley Rd intersection (Manassas) and Route 28 in Fairfax County connecting south of the Route 28/Compton Rd. intersection.

A new **two-lane** access road to the I-66 Express Lanes between I-66 near the Bull Run Special Events Center and the new Route 28 Bypass/Godwin Dr Extension

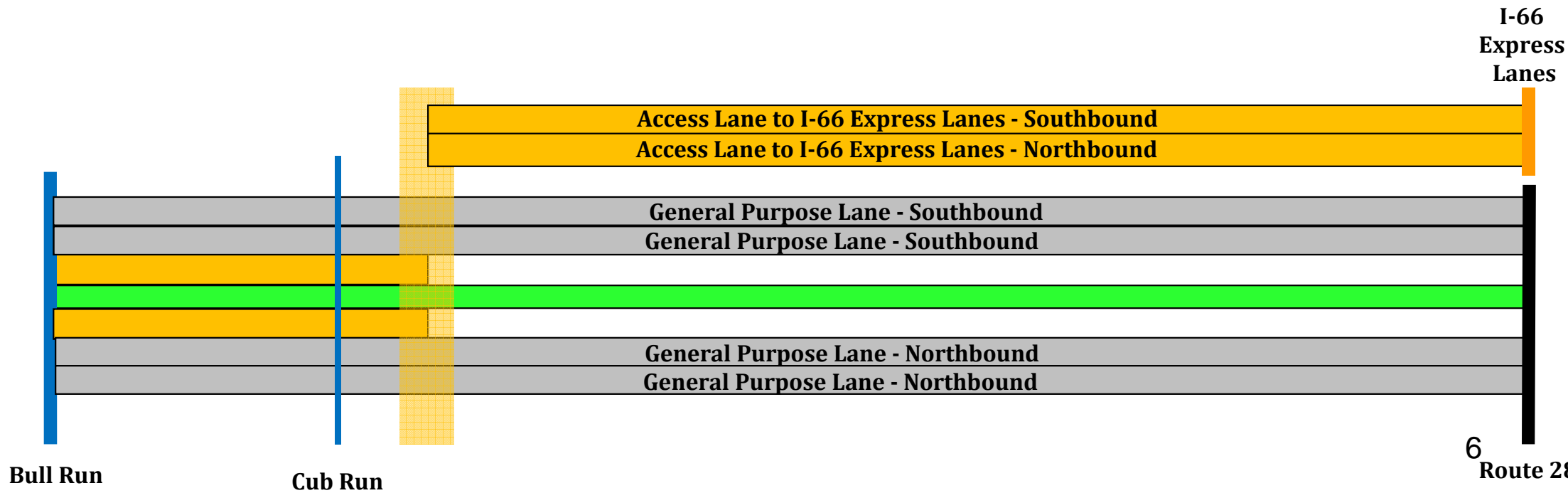
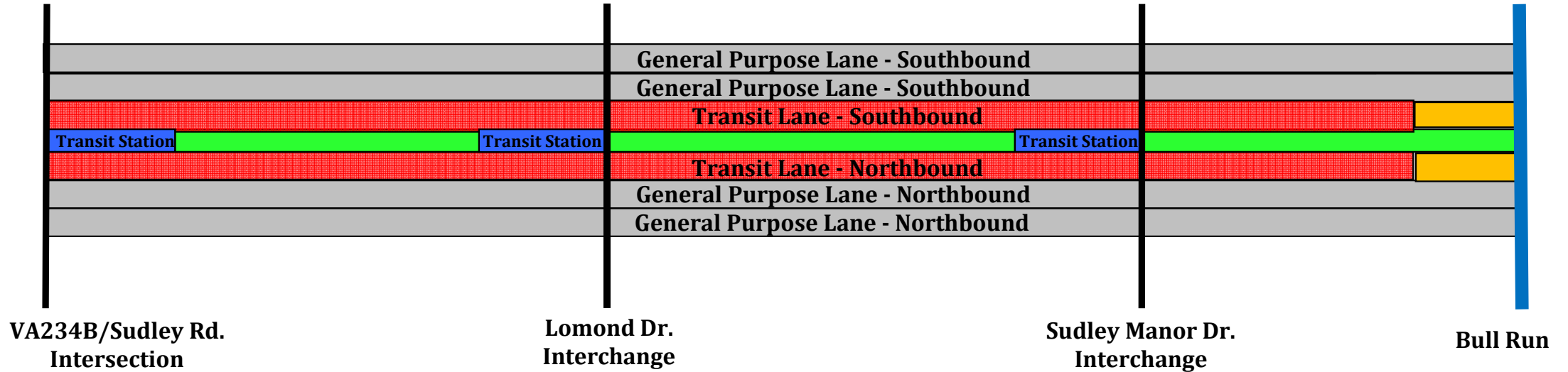
A new **two-lane** transit/busway between the Godwin Dr./Sudley Rd intersection and the access road to the I-66 express lanes



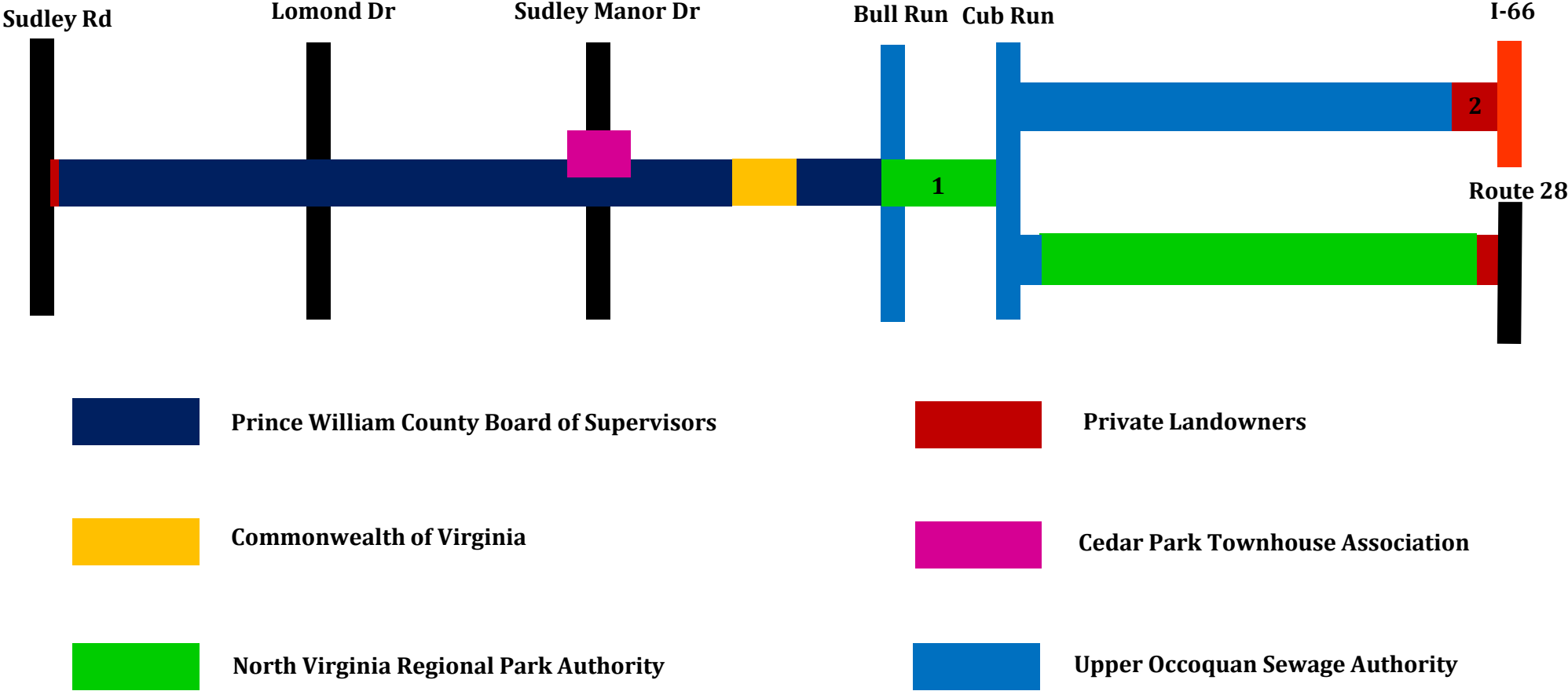
Detailed Interactive  
Map Link:  
<http://g.co/maps/reaas>

-  VA28 Bypass
-  I-66 Express Lane Extension

# Roadway Layout



# Land Ownership



1 - Along Northern Virginia Electric Cooperative ROW  
 2 - Next to Bull Run Special Events Center



# Current ROW Conditions



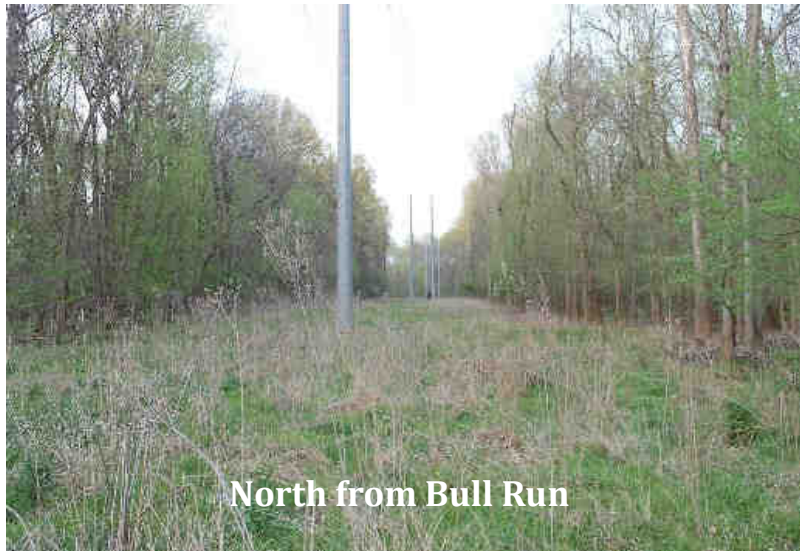
North from Lomond Dr.



South from Sudley Manor Dr.



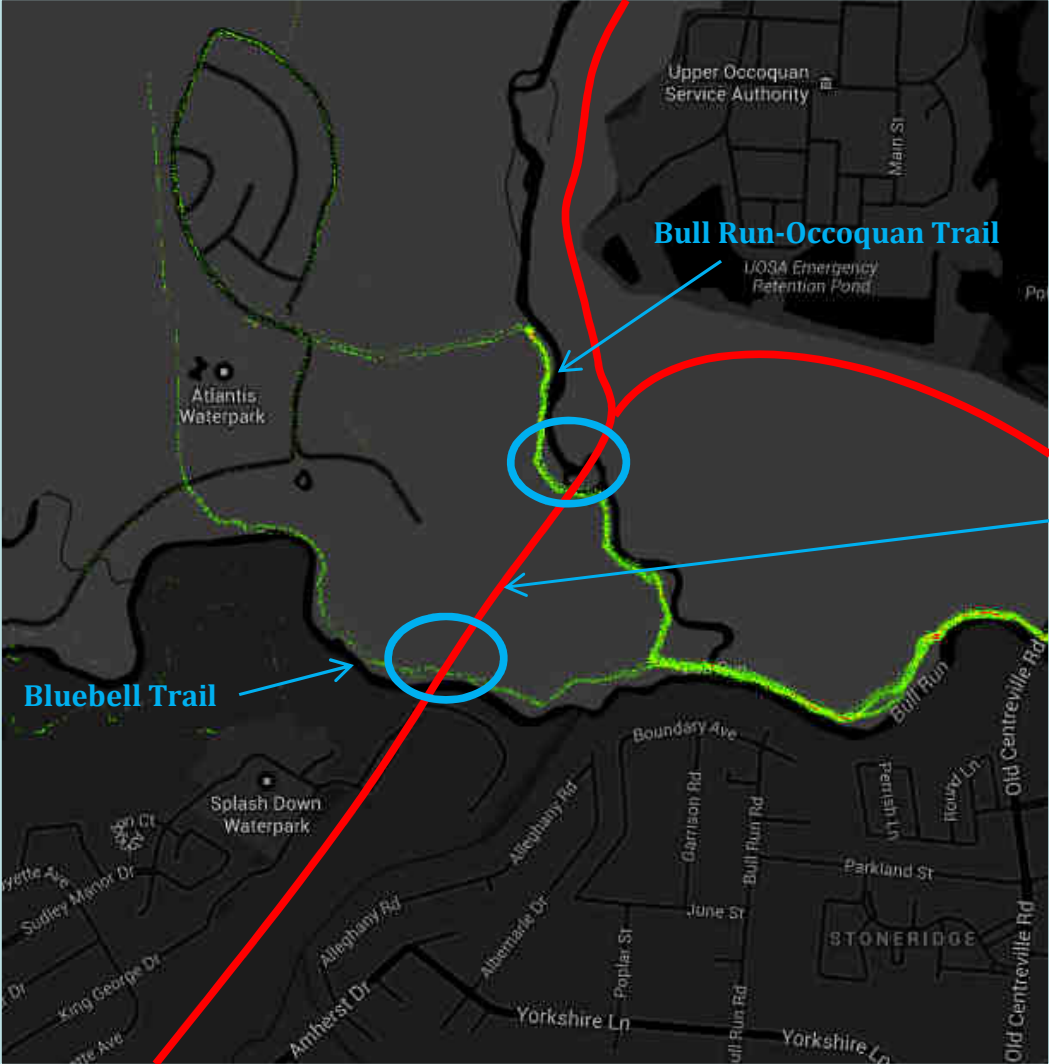
South from Lomond Dr.



North from Bull Run

# Bull Run Regional Park Mitigation

Bridges over the Bull Run and Cub Run will accommodate Bluebell trail and Bull Run-Occoquan trail



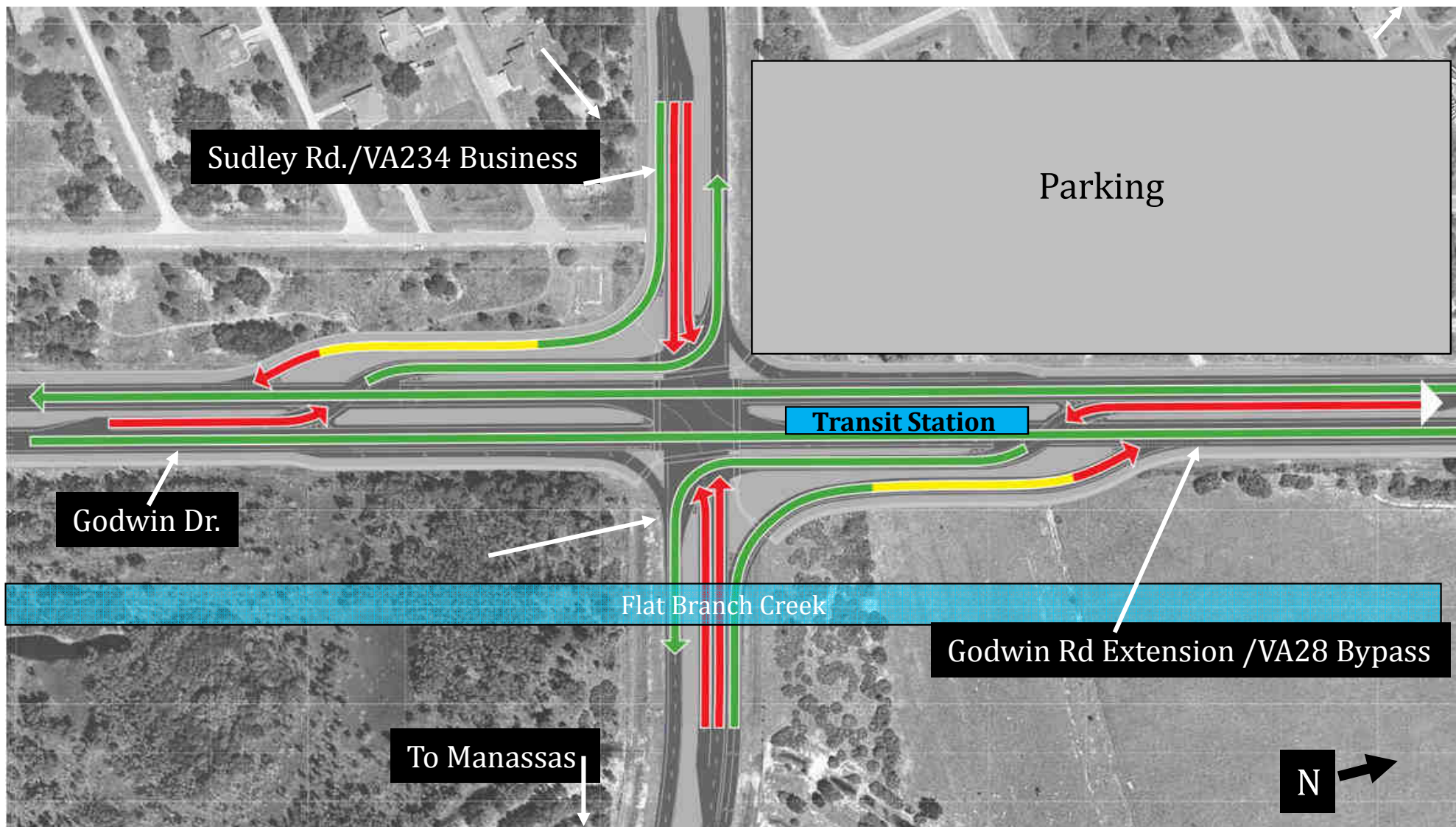
Access Road will follow Northern Virginia Electric Cooperative (NOVEC) ROW through Bull Run Regional Park





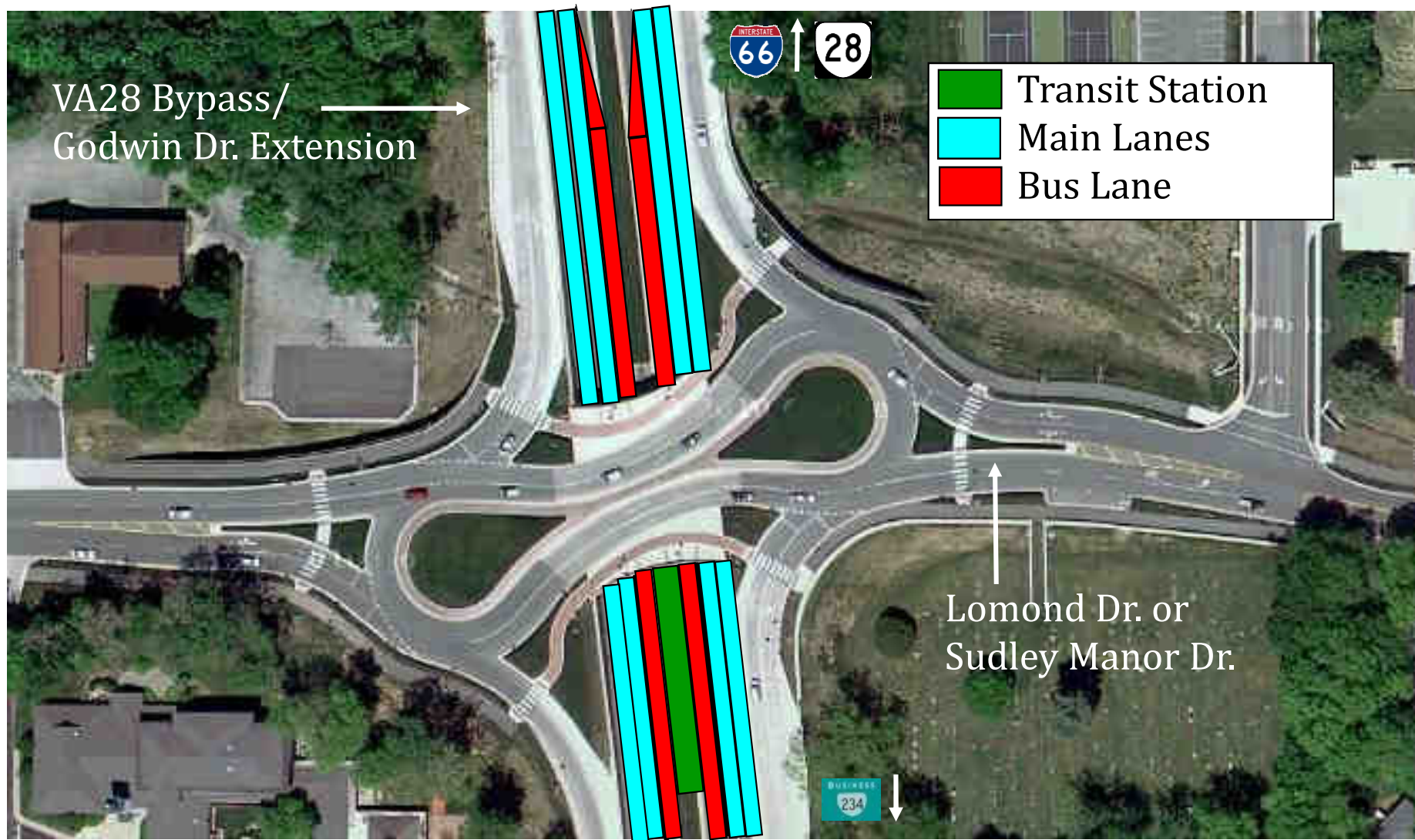
# Sudley Rd./Godwin Dr. Intersection

- Example of potential intersection at Sudley Rd/234 Business and Godwin Rd/VA28 Bypass
- Two Approach Continuous Flow Intersection (Displaced Left Turn)



# Lomond/Sudley Manor Dr. Teardrop Interchanges

- Recommended Teardrop interchanges at Lomond Dr. or Sudley Manor Dr. Interchanges

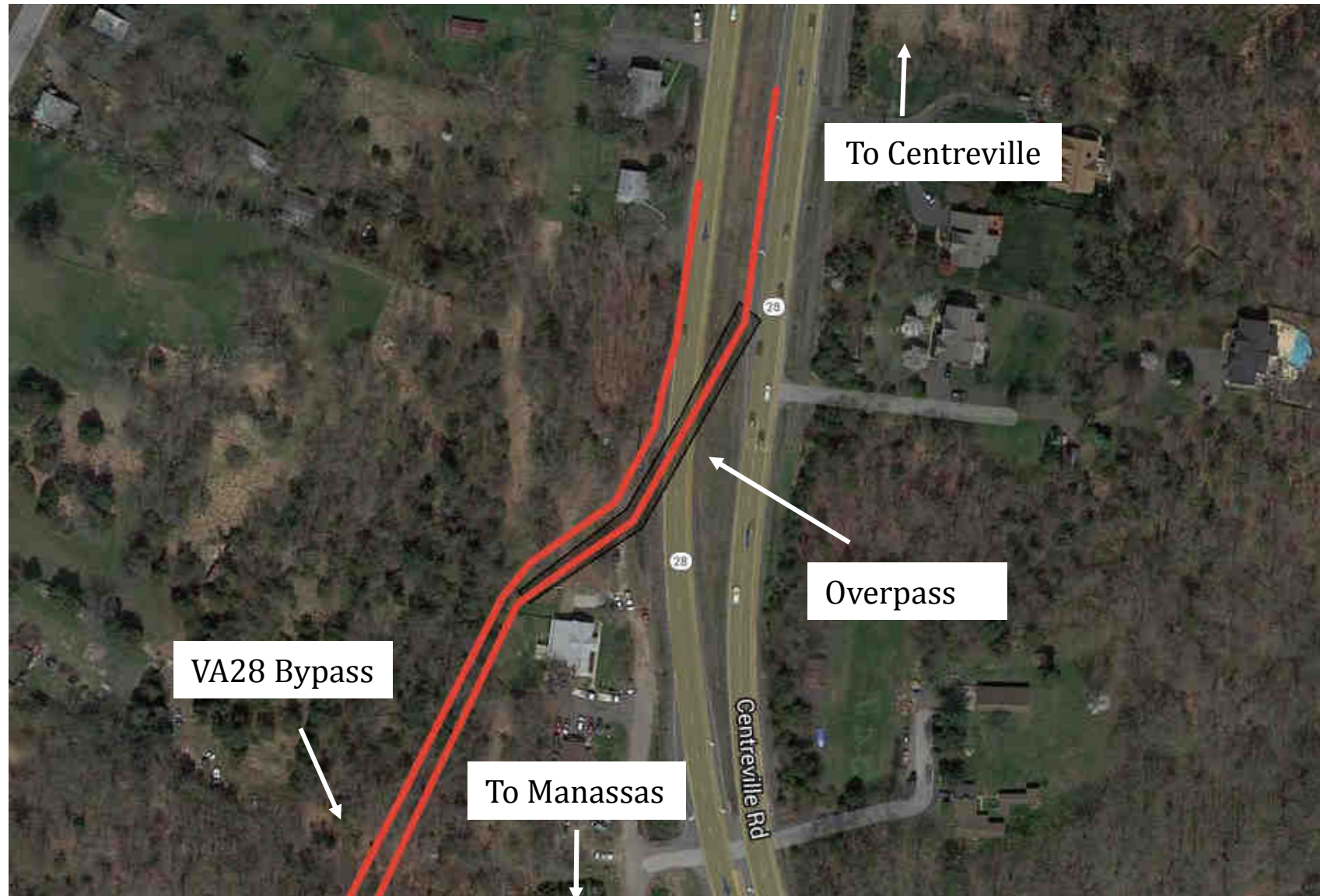


From: Carmel, IN - Keystone Ave. (Google Maps)



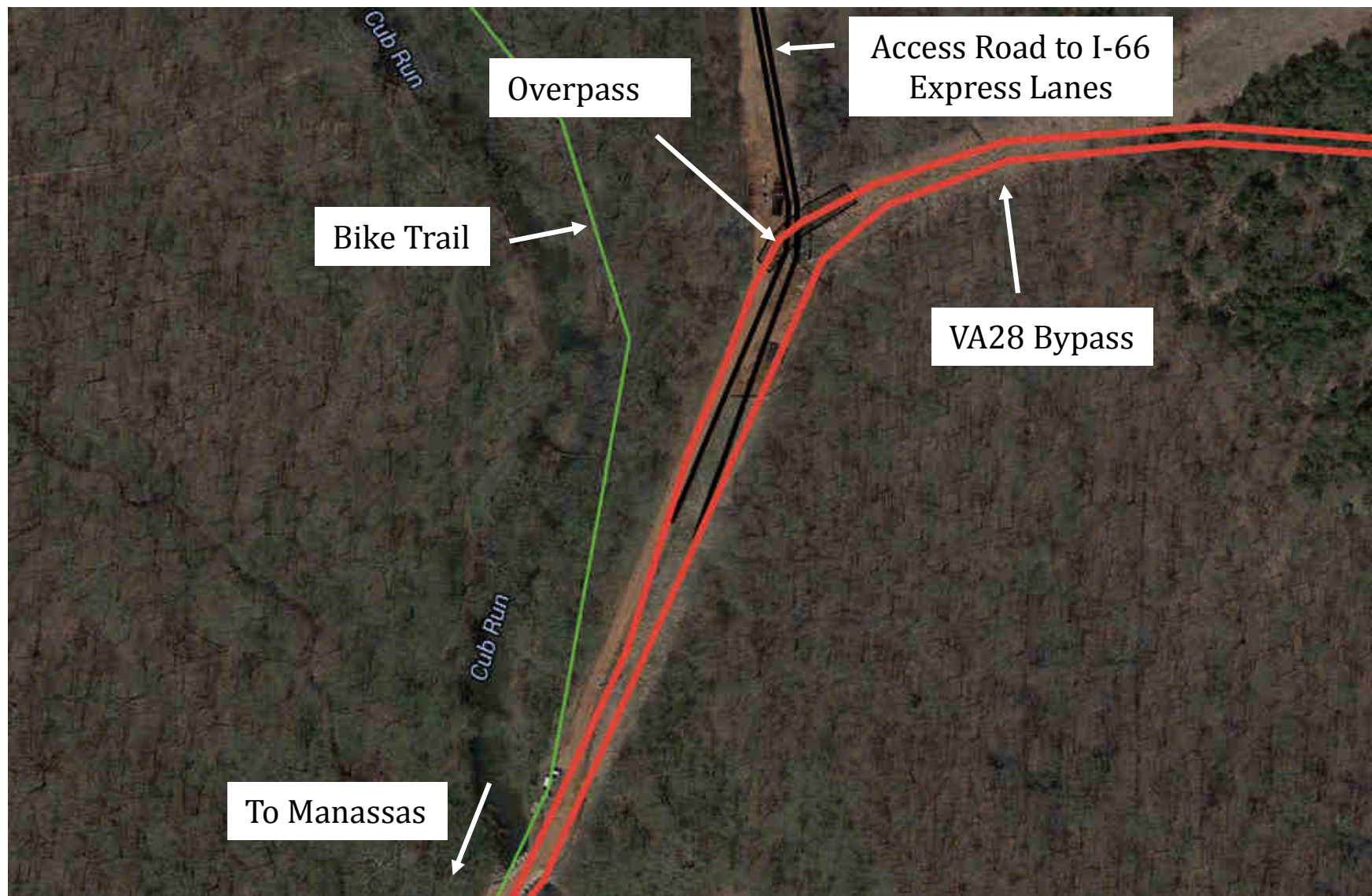
# VA28 Bypass Interchange with Route 28 near Compton Road

Recommended VA28 Bypass Interchange with Route 28 near Compton Road south of Compton Rd



# VA28 Bypass Interchange with I-66 Express Lanes Access Road

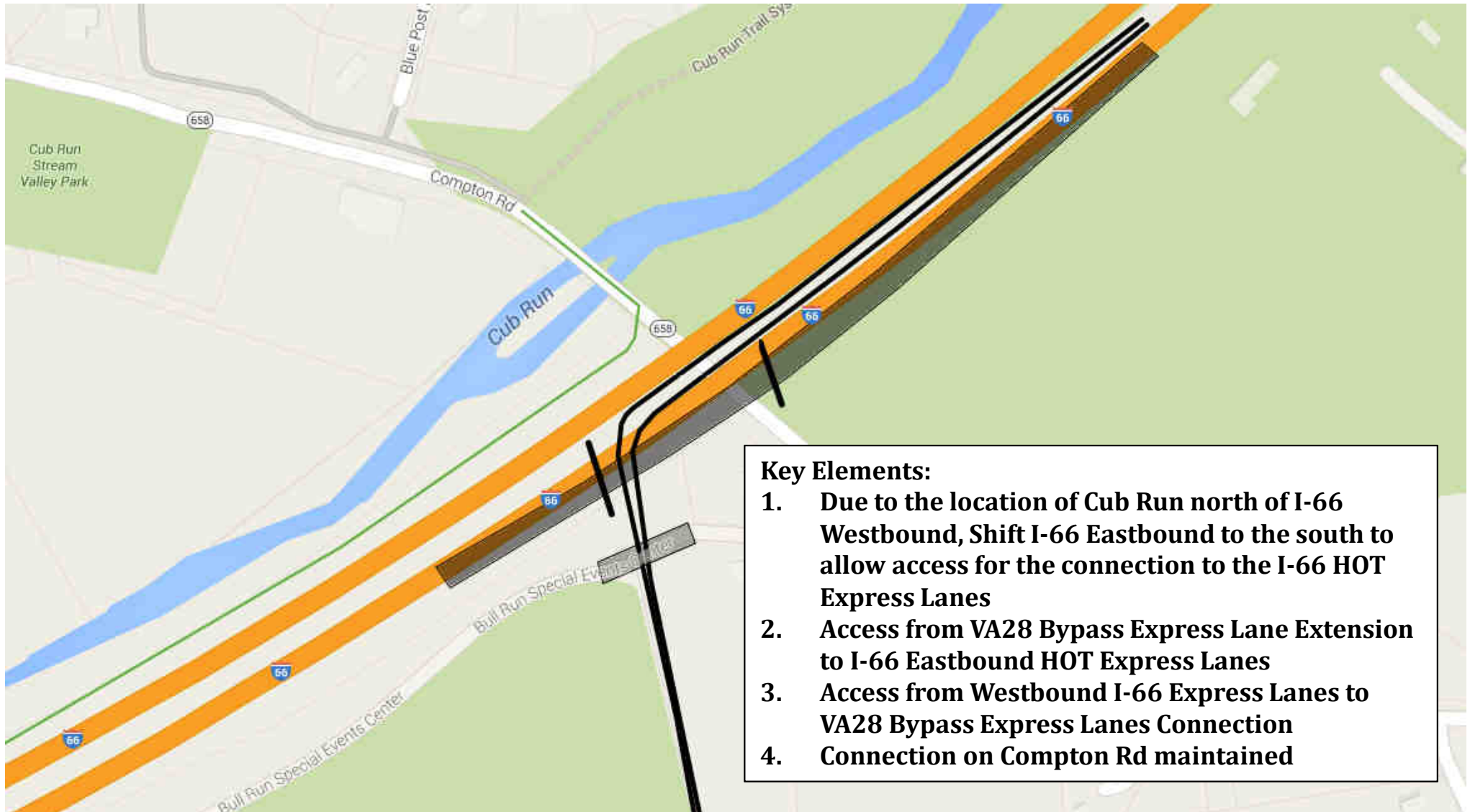
Recommended VA28 Bypass Interchange to Access Road to I-66 Express Lanes North of Cub Run





# I-66 Express Lanes Interchange

Recommended I-66 Express Lanes Interchange with Access Road from VA28 Bypass near Compton Rd.



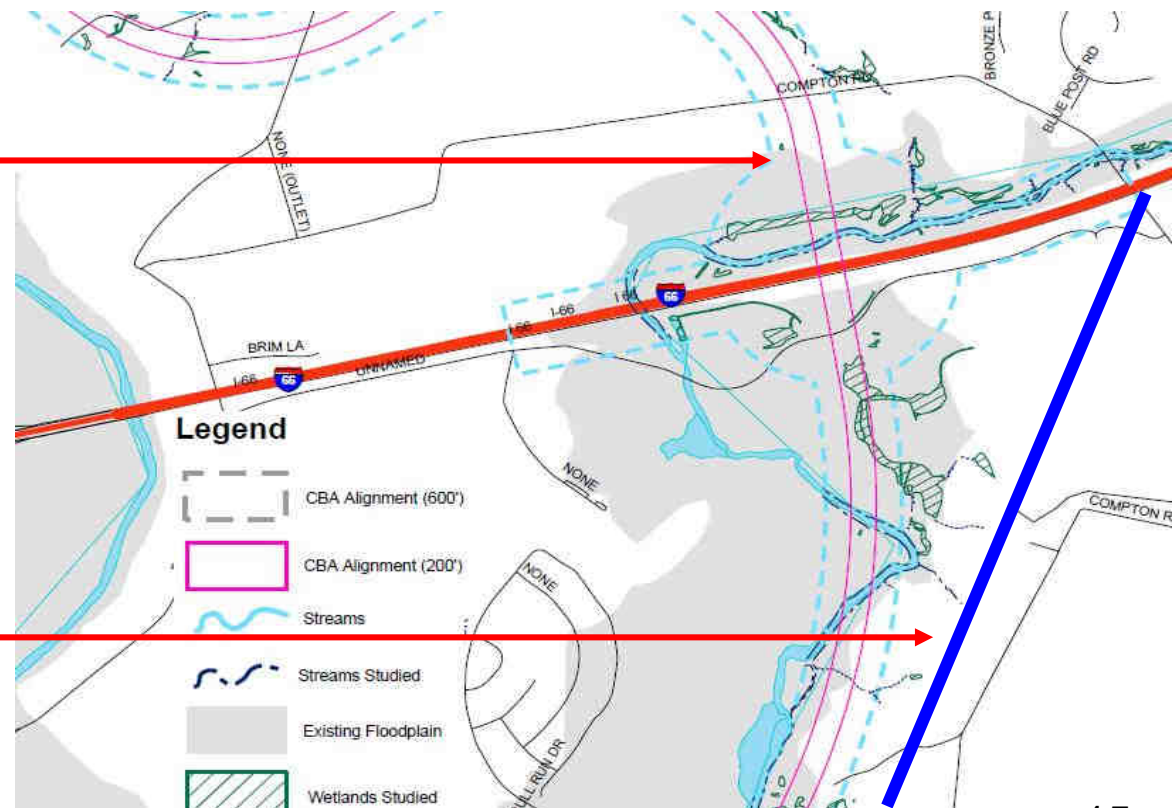
# Tri-County Pkwy Location Study Decision

The general alignment was studied as part of the Tri-County Parkway Location Study in 2005 ([http://www.virginiadot.org/projects/northernvirginia/tri-county\\_parkway\\_location\\_study.asp](http://www.virginiadot.org/projects/northernvirginia/tri-county_parkway_location_study.asp))

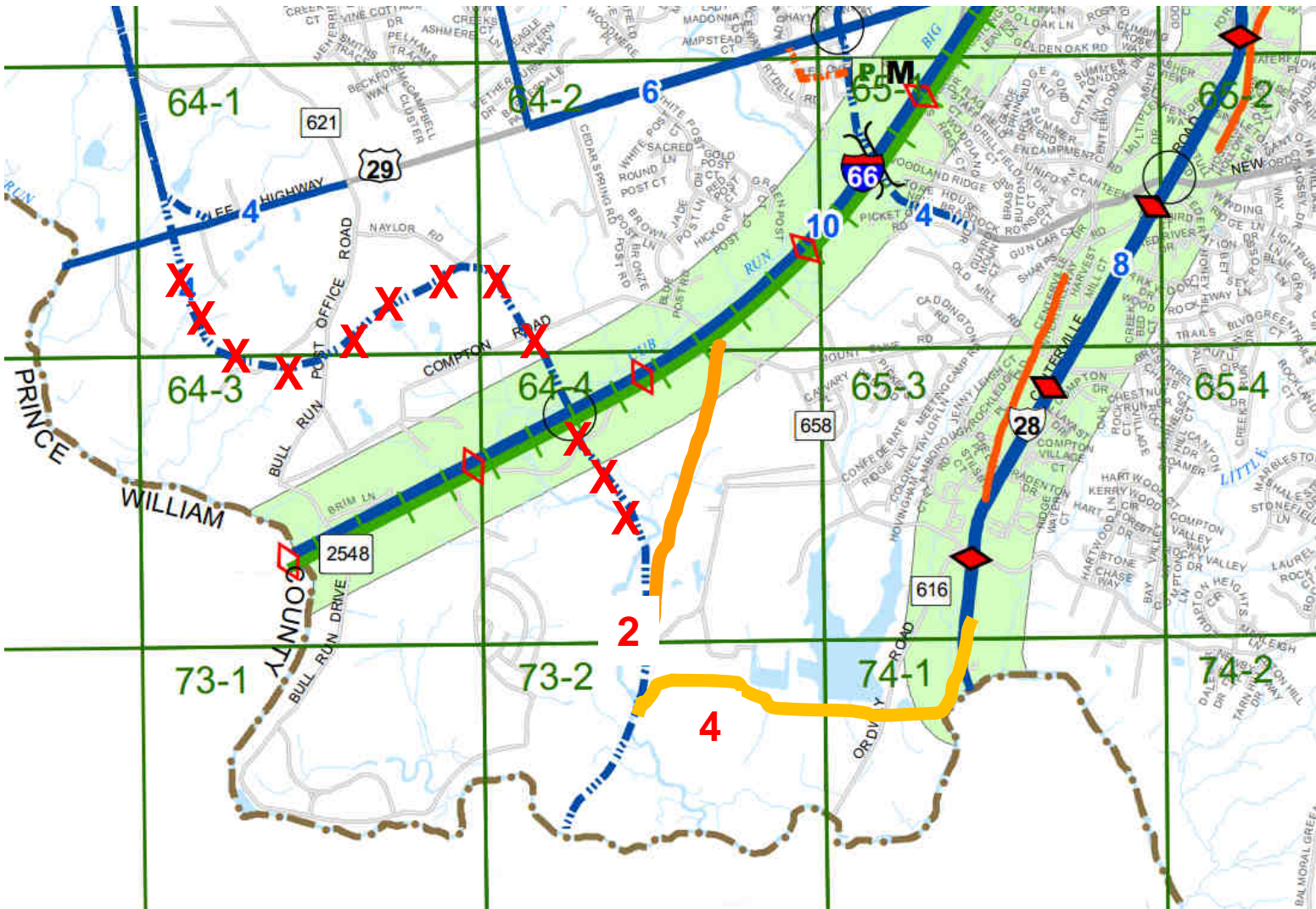
The Comprehensive Plan Alternative alignment was not selected for the following reason: “The Federal Highway Administration has expressed concerns about the impacts of segment E of the Comprehensive Plan Alternative due to the impacts to public park land; therefore, federal funds may not be available for the development of this alternative.”

Note: Segment E was planned to be a ***Six-Lane*** facility through Bull Run Park

The access road to the I-66 Express Lanes alternative will have a reduced environmental impact on Bull Run Regional Park by taking a different **alignment** to Compton Rd (**blue**) and having a smaller **two-lane** footprint.



# Change to the Fairfax County Comprehensive Plan





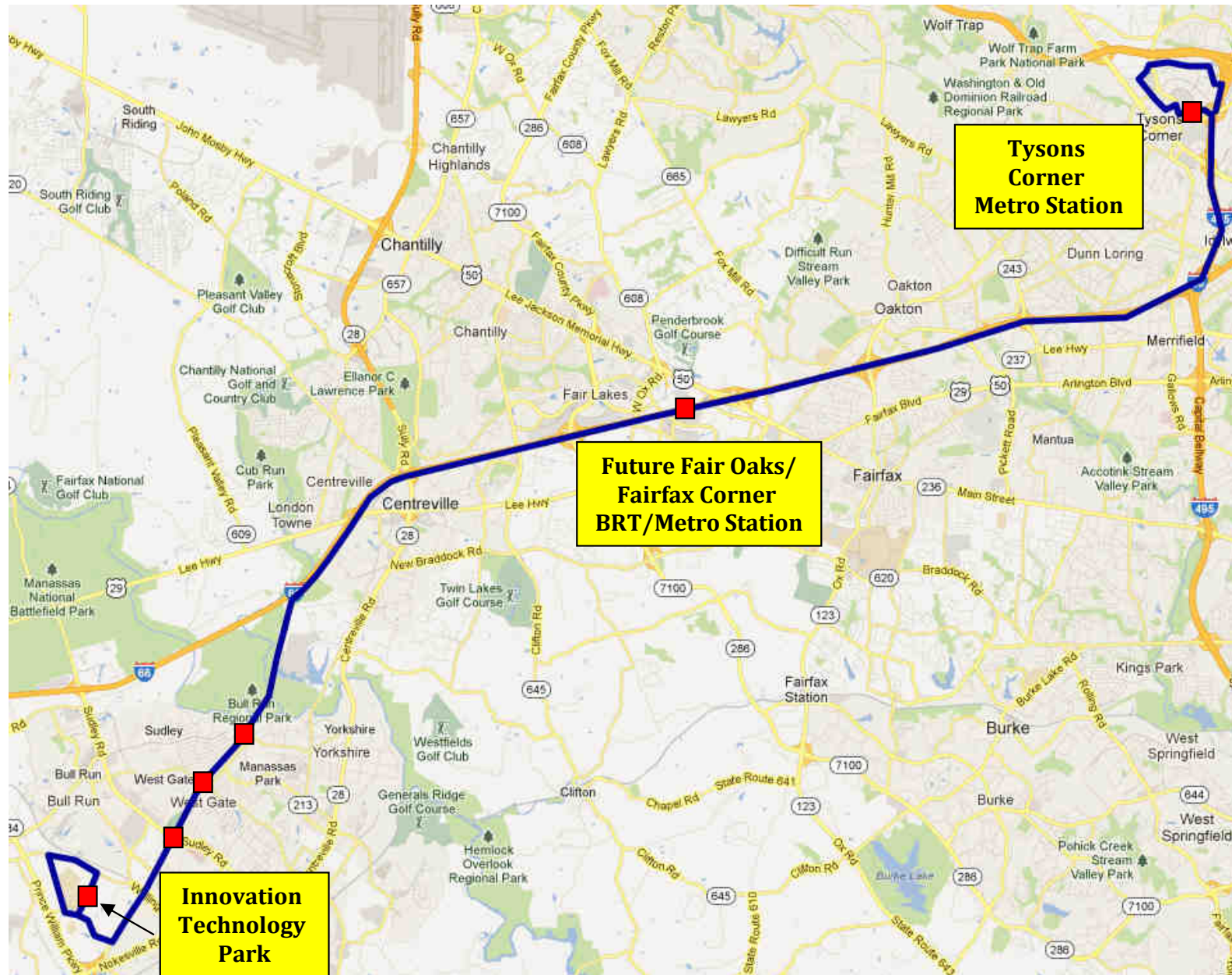
# Mass Transit

- The access road would include three transit stations at Sudley Rd (234 Business), Lomond Dr. and Sudley Manor Dr.
- All-day transit to/from Tysons Corner Metro and Manassas with 5-10 minute headways during peak times and 20-30 minute headways during off-peak times (Operating: 4:30am to 1:00am M-F)
- Transit on the current area roads do not provide reliable a time savings to driving. (More frequent and reliable transit will induce more riders and reduce traffic)
- **\$5.00** - Excepted one-way trip fare (2018) between the Manassas Area and Tysons Corner Metro Station.





# Proposed All-Day BRT Route between Manassas and Tysons



# Estimated Construction Costs

Estimated Design/Construction Costs				
Note: This was developed by a local citizen using information gathered from previously completed projects				
Item	Unit Amount	Unit Measure	Unit Cost	Total Cost
Four Lane Road with 2' Paved Shoulders Inside, 8' Paved Shoulders Outside, and 12' Center Curb Median	4	Mile	\$ 7,500,000	\$ 30,000,000
Two Lane Transit Road (PWC)	2	Mile	\$ 3,000,000	\$ 6,000,000
Design Cost	1		\$ 15,000,000	\$ 15,000,000
Land Acquisition (Three tracks near Compton Rd., HOA)	1		\$ 5,000,000	\$ 5,000,000
Utility Relocation (Bury power lines under Road in Bull Run Park)	1		\$ 5,000,000	\$ 5,000,000
Road Signs	1		\$ 1,500,000	\$ 1,500,000
Lights	1		\$ 1,000,000	\$ 1,000,000
Bridge: Bull Run (Accommodate Bluebell Trail)	1	Bridge	\$ 5,000,000	\$ 5,000,000
Bridge: Cub Run (Accommodate Bull Run-Occoquan Trail)	1	Bridge	\$ 2,000,000	\$ 2,000,000
Lomond Drive Tear-Drop Roundabout Interchange	1	Overpass	\$ 20,000,000	\$ 20,000,000
Sudley Manor Drive Tear-Drop Roundabout Interchange	1	Overpass	\$ 20,000,000	\$ 20,000,000
I-66 Express Lanes Extension Interchange with VA28 Bypass	1		\$ 5,000,000	\$ 5,000,000
Old Centreville Road Overpass	1		\$ 5,000,000	\$ 5,000,000
Route 28 Interchange with VA28 Bypass	1		\$ 10,000,000	\$ 10,000,000
Bike Trail	7	Mile	\$ 500,000	\$ 3,500,000
Parking Lot (250+ spaces)	3	Lots	\$ 3,000,000	\$ 9,000,000
Transit Stations	3		\$ 2,500,000	\$ 7,500,000
Sudley Road Intersection Improvements	1		\$ 10,000,000	\$ 10,000,000
I-66 Express Lanes Access Ramps	2	Ramps	\$ 10,000,000	\$ 20,000,000
I-66 Eastbound Lane Shift with Bridge	1		\$ 25,000,000	\$ 25,000,000
Electronic Toll Collection Gantry and associated cable/software	1		\$ 2,000,000	\$ 2,000,000
Access Road to I-66 Express Lanes	2	Mile	\$ 7,500,000	\$ 15,000,000
Bull Run Special Events Road Overpass	1	Overpass	\$ 5,000,000	\$ 5,000,000
<b>Total</b>				<b>\$ 227,500,000</b>
Contingency	10%		\$ 22,750,000	\$ 22,750,000
<b>Total</b>				<b>\$ 250,250,000</b>

# Funding/Benefits of the project

## Funding Recommendations:

- **Northern Virginia Transportation Authority - \$150 Million**
- **VDOT/I-66 Express Lanes Project - \$70 Million**
- **Prince William County/City of Manassas - \$20 Million**
- **Fairfax County - \$10 Million**

## Benefits:

- Creates a more direct and reliable route to the Old Town Manassas Central Business District (CBD) and PWC Innovation Technology Park from Washington D.C./Fairfax County
- Incorporates transit stations and park and ride lots would be build for commuters and recreational users along the road at @ Sudley Rd., Lomond Dr. and Sudley Manor Dr. access points
- Provides **20 minute** travel time savings for transit riders over current OmniRide options and **10 minute** travel time savings for vehicles during peak periods.
- Reduces traffic volumes on Route 28 and Route 234 Business in Prince William County
- Reduces traffic volumes on I-66 between Route 234 Business and Route 28 interchanges
- Creates connection with proposed "I-66 Express Lanes" to the east towards Washington D.C. for transit vehicles, carpoolers (HOV3), and SOV and HOV2 toll paying vehicles
- Creates a connection between Sudley Manor Dr. and Rugby Rd. to provide better access to Ben Lomond Park and Splashdown Water park and reduce traffic levels on Lomond Dr.
- Provides a five mile bike trail through Bull Run Regional Park to the Cub Run Trail System
- Construction could proceed quickly and at a **lower cost** because it would not impact existing road infrastructure
- Public sector owns 95%+ of the land

# Next Steps, Conclusion, Contact

## Next Steps:

Prince William County is leading a Route 28 (Manassas Bypass)/ Godwin Drive Extended study to evaluate the scope, cost, environmental, traffic forecasts, alternative alignments and feasibility factors required to gain approval for Route 28 corridor congestion improvements between the City of Manassas and Fairfax County

## Conclusion:

- Enhances transportation options through frequent reliable all-day bus service between Manassas and Tysons Corner
- Provides residents better access to job and educational activity centers.
- Provides users with a choice of a reliable trip time
- Reduces congestion on arterial routes to I-66

## Contact:

- Mark Scheufler, [scheufler@gmail.com](mailto:scheufler@gmail.com), 571-229-7551, Northern Virginia Citizen
- [www.novarapidtransit.org](http://www.novarapidtransit.org)
- [www.facebook.com/FixRoute28](https://www.facebook.com/FixRoute28)