

AGENDA

Hampton Roads Transportation Accountability Commission (HRTAC)

Regular Meeting – August 20, 2015

Joined by the HRTAC Technical Advisory Committee

9:00 AM

The Regional Board Room, 723 Woodlake Drive, Chesapeake, VA 23320

- 1. Call to Order**
- 2. Approval of Agenda**
 - *Recommended Action: Approval*
- 3. Public Comment Period**
 - *Limit 5 minutes per individual*
- 4. Chair Comments**
- 5. Presentations**
 - A. Secretary of Transportation Presentation – Secretary Layne**
 - B. VDOT Update on HRTAC Projects/Third Crossing SEIS – Commissioner Kilpatrick**
 - C. Secretary of Transportation Concluding Remarks – Secretary Layne**
 - D. HB2 Briefing - Counsel**
- 6. Committee Reports**
 - A. Finance Committee Report – Committee Vice Chair**
 - B. HRTAC Technical Advisory Committee (TAC) Report – Committee Chair**
- 7. Executive Director's Update**
- 8. Consent Items**
 - *Recommended Action: Approval in a Block Vote*
 - A. Minutes of the July 16, 2015 HRTAC Regular/Annual Organizational Meeting (Attachment 8A)**
 - B. Delegation of Authority to Executive Director to enter into agreements for the administration of HRTAC and its operating budget including retirement and health and welfare benefit plans, provision of support services with the HRPDC/TPO, financial and project development professional support services, lease of space, and legal services. (Attachment 8B)**
 - C. Re-Authorization of Officers and Executive Director to execute agreements and instruments with financial institutions (Attachment 8C)**

9. Action Items

- *Recommended Action: Discussion/Approval*
- A. Authorization to Execute an Agreement with VDOT to construct I-64 Segment II Project and to Allocate Funds to that Project. (Attachment 9A)**
- B. Authorization of Public Hearing on amendment to the FY2015 Budget (Attachment 9B) – Finance Committee Vice Chair**

10. Information Item

- A. Bylaws Committee**
- B. HRTF Financial Report (Attachment 10B)**

11. Items for Next HRTAC Regular Meeting – September 17, 2015 – 12:30 p.m.

Adjournment

Agenda Item 8-A
Consent Item

To: Chair Sessions and the other members of HRTAC

From: Kevin Page

Date: August 20, 2015

Re: July 16, 2015 Meeting Minutes

Recommendation:

The Commission is asked to provide approval of its July 16, 2015 meeting minutes.

Background:

The Commission provides approval of its meeting minutes for the permanent record of the Commission.

Fiscal Impact:

There is no fiscal impact in relation to this Consent Item.

Suggested Motion:

Motion is to approve the minutes of the annual Commission meeting on July 16, 2015.



**Hampton Roads Transportation
Accountability Commission (HRTAC)
Summary Minutes of the July 16, 2015 Regular Meeting**

The Hampton Roads Transportation Accountability Commission (HRTAC) Regular Meeting was called to order at 12:31 p.m. in the Regional Board Room, 723 Woodlake Drive, Chesapeake, Virginia, with the following in attendance:

HRTAC Voting Members in Attendance:

Alan Krasnoff, Chair *	John Malbon
Senator Kenneth Alexander	McKinley Price
Rex Alphin	William Sessoms, Jr.
Paul Fraim	Tom Shepperd, Jr.
Clyde Haulman	Senator Frank Wagner
Michael Hipple	George Wallace
W. Eugene Hunt, Jr.	Kenneth Wright
Linda Johnson	Delegate David Yancey
Raystine Johnson-Ashburn	

HRTAC Ex-Officio Members in Attendance:

Charlie Kilpatrick
John Malbon

HRTPO Executive Director:

Robert Crum

Other Participants:

Deputy Secretary Grindly Johnson
Tom Inglima
Camelia Ravanbakht
James Utterback

HRTAC Voting Members Absent:

Delegate Johnny Joannou
Delegate Chris Jones
Dallas Jones

HRTAC Ex-Officio Members Absent:

Jennifer Mitchell
John Reinhart

* Denotes Late Arrival or Early Departure

Others Recorded Attending:

Beatrice Browder, Deborah Brown, Bill Cashman, JB Holland, Mindy Hughes, Michelle Martin, Kevin Page, Henry Ryto, Donna Sayegh, Lee Yowell (Citizens); James Baker, Jan Proctor (CH); Randy Martin (FR); Mary Bunting, Brian DeProfio (HA); Adam Kinsman (JC); Thelma Drake, Brittany Forman, Marcus Jones, Jeffrey Raliski, Ron Williams (NO); Britta Ayers, Bryan Stilley (NN); Robert Baldwin, Sherri Neil (PO); Randy Wheeler (PQ); Patrick Roberts (SU); Phil Pullen, Tara Reid, Mark Shea, Jim Spore (VB); Neil Morgan (YO); Brittany Arnold (CH2M); Frank Papcin (Citizens Advisory Committee); James Openshaw (CTAC); Scott Forehand, Don Quisenberry, (eScribeSolutions); Ivan Rucker (FHWA); Phil Rinehart (HNTB); Cher Wynkoop (HRTAC); Neal Crawford (HRTAC TAC); Bert Ramsay (Lane Construction); Karen McPherson (McPherson Consulting); Beth Drylie (Michael Baker International); Dennis Heuer (RK&K); Ellis W. James (Sierra Club, NEC Observer); Dianna Howard (TLP, VBTA, VBTP); Julie Bartley (Union Bank & Trust); Michael King (US Navy); Angel Deem, Tony Gibson, James W. Long, III, Paula Miller, Dawn Odom, Caleb Parks, Scott Smizik, Heather Williams (VDOT); Amber Randolph, Brett Spain (Willcox & Savage); Kelli Arledge, Melton Boyer, Nancy Collins, Randy Keaton (HRPDC); Robert Case, Kathlene Grauberger, Danetta Jankosky, Mike Kimbrel, James McNamara, Kendall Miller, Keith Nichols, Joe Paulus, David Pritchard, Dale Stith (HRTPO)

Call to Order

Chair Alan Krasnoff called the meeting to order at 12:31 p.m. and welcomed Senator Kenny Alexander.

Public Comment Period (limit 5 minutes per individual)

Mr. Frank Papcin stated that people use roads, whether by driving on them or using goods transported on them. He expressed understanding of the difficulty and his concern regarding selection of projects along with how to finance them.

Ms. Diana Howard recounted facts about bylaws amendments. She requested that the Bylaws Committee of HRTAC be convened to allow amendments providing for taxpayers to participate in this regional government.

Mr. Ellis James expressed appreciation for HB1886, which embodies the tools to help avoid a future loss such as incurred with the Route 460 project.

Mr. Robert Dean presented a letter to HRTAC from Virginia Beach City Councilman John Moss, who recommended that HRTAC refrain from acting upon the nominating committee recommendation of Mayor William Sessoms as Chair. Mr. Moss suggested that the current Chair continue to serve until the conclusion of the investigation of Mayor Sessoms by the Commonwealth Special Prosecutor.

Ms. Donna Sayegh recounted Principles of Liberty 17: a system of checks and balances should be adopted to prevent abuse of power. She stated that the system no longer exists, citing examples of abuse regarding project funding, ports, and tolls.

HRTAC FY 2016 Election of Chair and Vice-Chair of the Commission

Mr. Tom Inglima, HRTAC Counsel, explained the nominating and election process under the Bylaws.

Mr. Michael Hipple, Chair of the HRTAC nominating committee, Moved to nominate Mayor William Sessoms as Chair; seconded by Mr. Kenneth Wright.

Chair Krasnoff, hearing no further nominations or discussion, called for a roll call vote. The roll call vote was conducted and the results were as follows:

Mayor Raystine Johnson-Ashburn	Yes
Mayor George Wallace	Yes
Mr. Rex Alphin	Yes
Mr. Michael Hipple	Yes
Mayor McKinley Price	Yes
Mayor Paul Fraim	Yes
Mayor W. Eugene Hunt, Jr.	Yes
Mayor Kenneth Wright	Yes
Mr. Dallas Jones	Absent
Mayor Linda Johnson	Yes
Mayor William Sessoms, Jr.	Yes
Mayor Clyde Haulman	Yes
Mr. Tom Shepperd, Jr.	Yes
Mayor Alan Krasnoff	Yes
Senator Frank Wagner	Yes
Delegate David Yancey	Yes
Senator Kenneth Alexander	Yes
Delegate Chris Jones	Absent
Delegate Johnny Joannou	Absent

Regarding the motion on the floor, The Motion Carried Unanimously.

Mayor William Sessoms was elected as Chair.

Chair William Sessoms took the gavel, thanked the Commission for the opportunity, and applauded Mayor Krasnoff for his service.

Mr. Hipple Moved to nominate Mayor Clyde Haulman as Vice-Chair; seconded by Mr. Paul Fraim.

Chair Sessoms, hearing no further nominations or discussion, called for the roll call vote. A roll call vote was conducted and the results were as follows:

Mayor Raystine Johnson-Ashburn	Yes
Mayor George Wallace	Yes
Mr. Rex Alphin	Yes
Mr. Michael Hipple	Yes
Mayor McKinley Price	Yes
Mayor Paul Fraim	Yes
Mayor W. Eugene Hunt, Jr.	Yes
Mayor Kenneth Wright	Yes
Mr. Dallas Jones	Absent
Mayor Linda Johnson	Yes
Mayor William Sessoms, Jr.	Yes
Mayor Clyde Haulman	Yes
Mr. Tom Shepperd, Jr.	Yes
Mayor Alan Krasnoff	Yes
Senator Frank Wagner	Yes
Delegate David Yancey	Yes
Senator Kenneth Alexander	Yes
Delegate Chris Jones	Absent
Delegate Johnny Joannou	Absent

Regarding the motion on the floor, The Motion Carried Unanimously.

Mayor Clyde Haulman was elected as the Vice-Chair of HRTAC.

Minutes of the Regular Meetings of HRTAC on April 16 and May 21, 2015 and the May 28, 2015 Special Meeting.

Mr. Rex Alphin Moved to approve the minutes of the regular HRTAC meetings of April 16 and May 21, 2015 and the Special Meeting of May 28, 2015; seconded by Ms. Linda Johnson. Chair Sessoms held a voice vote to approve the motion, and The Motion Carried Unanimously.

Executive Director Search

Senator Frank Wagner stated that he was prepared to brief the Commission on the search, but since it involved discussion of candidates for employment, the Commission should follow the rules for a closed door session.

Mr. Inglima remarked that he had prepared a motion where if approved the Commission could move into a closed session. He further explained the nature of the business can be conducted during that session.

Vice-Chair Clyde Haulman made the Motion that a closed session be held to discuss and consider prospective candidates for the Commission's Executive Director position and the potential terms and scope of an employment agreement with one of the prospective candidates and if necessary to interview that candidate, which closed session will be held in accordance with Virginia Code Section 2.2-3711(a)(1) for the purpose of discussion, consideration or interviews of prospective candidates for employment and in accordance with Virginia Code Section 2.2-3711(A)(29) for the purpose of discussing the award of a public contract involving the expenditure of public funds and discussion of the terms and scope of such contract where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Commission and which closed session will be attended by all voting and nonvoting members of the Commission, the Commission's attorneys and any other person that the Chair determines after the commencement of the closed session should be permitted to attend as such attendance would be consistent with Virginia Code Section 2.2-3712(F); seconded by Mr. Alphin.

Chair Sessoms, hearing no further discussion, called for a voice vote. The Motion Carried unanimously.

[Session 1 closed at 1:04 P.M.]

[Session 2 reconvened at 1:39 P.M.]

Chair Sessoms reconvened the meeting.

Mr. Inglima explained the Certification for which the Commission was going to be voting.

Mayor Raystine Johnson-Ashburn made a Motion: The Commission hereby certifies that to the best of each member's knowledge 1) only public business matters lawfully exempted from opening meeting requirements under the Virginia Freedom of Information Act and 2) only such public business matters as were identified in the motion by which the closed session was convened, were heard, discussed or considered in the closed meeting just concluded; seconded by Ms. Linda Johnson.

Chair Sessoms, hearing no further discussion, called for the roll call vote. A roll call vote was conducted and the results were as follows:

Mayor Raystine Johnson-Ashburn	Yes
Mayor George Wallace	Yes
Mr. Rex Alphin	Yes
Mr. Michael Hipple	Yes
Mayor McKinley Price	Yes
Mayor Paul Fraim	Yes
Mayor W. Eugene Hunt, Jr.	Yes
Mayor Kenneth Wright	Yes
Mr. Dallas Jones	Absent
Mayor Linda Johnson	Yes

Mayor William Sessoms, Jr.	Yes
Mayor Clyde Haulman	Yes
Mr. Tom Shepperd, Jr.	Yes
Mayor Alan Krasnoff	Yes
Senator Frank Wagner	Yes
Delegate David Yancey	Yes
Senator Kenneth Alexander	Yes
Delegate Chris Jones	Absent
Delegate Johnny Joannou	Absent
John Malbon	Yes
Charles Kilpatrick	Yes
Jennifer Mitchell	Absent
John Reinhart	Absent

Regarding the motion on the floor, The Motion Carried Unanimously.

Executive Director of HRTAC Search

Senator Frank Wagner presented the resolution regarding the employment of the Executive Director and the accompanying benefit plans.

Mr. Inglima stated the resolution with changes as:

“Whereas the Commission desires to offer to employ Kevin Page, as its Executive Director on substantially the same terms and conditions as those presented to the Commission today, which include a salary of \$192,500 and one year's severance, and on such other terms and conditions as may be satisfactory to the Chair and Vice-Chair. Whereas in connection with employing its Executive Director and future employees, the Commission desires to pursue membership in the Virginia Retirement System for retirement benefits and group life insurance benefits. Whereas in connection with employing its executive director and future employees, the Commission further desires to obtain the Social Security coverage that is available to public employees through section 218 of the Social Security Act and Title 51.1 Chapter 7 of the Code of Virginia and to take such other action as may be necessary or appropriate in connection therewith and to establish the other employee benefit plans and programs presented to the Commission today, which shall initially be based on the HRPDC policies, including enrollment in The Local Choice health benefits program.

Now therefore be it resolved that the Commission approves offering Kevin Page employment as its Executive Director on substantially the same terms and conditions as those presented to the Commission today and on such other terms and conditions as may be satisfactory to the Chair and Vice-Chair. And be it further resolved that the Commission authorizes each of the Chair and Vice-Chair either of whom may act individually to take such action as may be necessary or appropriate to (a) negotiate, finalize, execute and deliver an employment agreement with Kevin Page in accordance with the foregoing; (b) pursue membership in the Virginia Retirement System and request and pay for the actuarial study required by VRS in connection with its application process, (c) finalize, execute, deliver a Social Security coverage plan and agreement and customary form with the Virginia agency responsible for the Commonwealth Section 218 agreement and to cause the proper fiscal officers to establish such systems of payroll deductions as may be required in connection with such coverage and to report and pay such deductions in accordance with

applicable law, and (d) establish the other employee benefit plans and programs described above including enrollment in The Local Choice health benefits program.”

Senator Wagner Moved to adopt the Resolution; seconded by Mr. George Wallace.

Mr. Wallace suggested a change to eliminate the word “negotiate” in connection with the employment agreement with Mr. Page. Mr. Inglima confirmed that could be done.

Hearing no further discussion, Chair Sessoms called for a voice vote. The Motion to Adopt the Resolution passed unanimously.

Hampton Roads Third Crossing Supplemental Environmental Impact Statement

Ms. Angel Deem, VDOT Environmental Division, presented an overview of the Hampton Roads Crossing Study Supplemental Environmental Impact Statement (SEIS). She explained the history of the study of the corridor going back to the year 1999, including the allocation of demonstration funds for innovation projects to the year 2013. Ms. Deem noted that the region has evidenced interest in the Third Crossing, and thus the Federal Highway Administration and VDOT decided to complete the Supplemental EIS to re-evaluate decisions from 2001. Three alternatives previously considered will be re-evaluated as a baseline, which are CBA-1, CBA-2, and CBA-9.

She gave an overview of each of the three alternatives, and noted that the Commission should be familiar with the three alternatives already. She emphasized that agency coordination was going to be critical for the study and explained that VDOT, Federal Highway Administration, and the Corps of Engineers have already started meeting.

She provided a schedule that included a Notice of Intent that was published on June 23 in the federal register, and Citizen Information Meetings were scheduled for Tuesday and Wednesday of next week to coincide with the first agency kickoff meeting. She expects to be able to deliver the draft SEIS in early fall of 2016, and hopes to get a decision by the end of 2016. She added that her entire location study staff will be participating in the study to make certain they meet the two year schedule for the SEIS.

Ms. Deem introduced Mr. Scott Smizik from the staff as NEPA project manager for the study and noted that Mr. Jim Long with the Hampton Roads District is the representative on the study.

Mr. Eugene Hunt asked how VDOT will reconcile the perspectives of numerous agencies regarding congestion and other variables. He specifically inquired about improvements on Route 164 and the Craney Island connector. He noted that a citizen had made some suggestions to look at that as an alternative. He emphasized a reduction of 20 miles of new bridge using the citizen-suggested 164 alternative. Ms. Deem offered that the three alternatives are considered a baseline and that others may be looked at.

HRTAC Technical Advisory Committee Report

Mr. Neal Crawford, Chair of the HRTAC Technical Advisory Committee, reported that the body has engaged Public Financial Management Group (PFM) to be its financial advisor. Mr. Crawford stated that he anticipates being in a position in 90 days to make recommendations to the Commission on the nine projects. The committee is trying to use available data, but may need additional resources for a traffic and revenue study. The next scheduled meetings are for August 18 and September 15, 2015.

HRTAC Finance Committee Report

Senator Frank Wagner, Chair of the Finance Committee, reported the following:

- A balance of \$269,139,465.66 as of June 1, 2015
- A balance of \$293,487,195.42 as of June 16, 2015
- An expected incoming wire transfer of \$22,106,808.49 tomorrow
- Expected increases of \$10 million to \$15 million per month
- The figures quoted do include almost \$170,000 of collected interest on deposited funds

Unfinished/New Business

Chair Sessoms asked for any unfinished or new business.

Mr. Charles Kilpatrick, VDOT Commissioner, referred to his April 2015 briefing of the Commission regarding I-64 Segment II and noted that it is a design-build contract. He explained the process and requested that the Commission authorize the completion and finalization of the project agreement.

Senator Wagner noted that progress payments will be authorized with oversight by the new Executive Director.

Mr. Kilpatrick explained that the action that is needed to take place is the Commission to authorize the construction funding of the project and finalization of the agreement. He requested that the matter be placed on the agenda for the next HRTAC meeting.

Senator Wagner asked if VDOT has received any bids. Mr. Kilpatrick described the bidding process and stated that proposals, which he hopes will come in under estimate, are to be submitted in September 2015. He pointed out that he must take the contract before the VDOT board and then proceed as the Commission desires.

Chair Sessoms stated that the actual cost is what the Commission would be looking for. Senator Wagner suggested that the Finance Committee can work out a system if the Commission will authorize, and he can report back.

Mr. McKinley Price reminded the Commission that next month no PDC or TPO meetings are scheduled.

Mr. Price Moved to change the Regular HRTAC meeting time on August 20, 2015 to 9:00 A.M.; Delegate David Yancey seconded. The Motion Carried.

With no further business to come before the Hampton Roads Transportation Accountability Commission, the meeting adjourned at 2:05 p.m.

William D. Sessoms, Jr.
HRTAC Chair

Agenda Item 8-B
Consent Item

To: Chair Sessions and the other members of HRTAC

From: Kevin Page

Date: August 20, 2015

Re: Delegation of Authority to Executive Director to enter into agreements for the administration of HRTAC and its operating budget including retirement and health and welfare benefit plans, provision of support services with the HRPDC/TPO, financial and project development professional support services, lease of space, and legal services

Recommendation:

The Commission is asked to delegate authority to the Executive Director to enter into agreements for the administration of HRTAC that are contemplated by the Commission's operating budget including retirement and health and welfare benefit plans, provision of support services with the HRPDC/TPO, financial and project development professional support services, lease of space, and legal services.

Background:

The Commission has hired an Executive Director to support the Commission in the executive leadership and administration of HRTAC. The Executive Director is to have direct control, subject to the oversight and authority of the Commission, of the management of the day-to-day administrative affairs of the Commission. In performing his duties, the Executive Director may, upon authorization by the Commission, execute agreements and instruments on behalf of the Commission. The Commission needs to provide the Executive Director that authorization to enter into agreements that will advance projects and directives provided by the HRTAC.

Fiscal Impact:

There is no fiscal impact in relation to this Consent Item as the expenses relating to the subject contracts have been budgeted.

Suggested Motion:

Motion is (i) to confirm the authority of Mr. Kevin Page, Executive Director of the Commission, to control the management of the day-to-day administrative affairs of the



Commission, including authority for the employment, retention, and supervision of all other employees of the Commission, and (ii) to authorize the Executive Director to negotiate, sign or countersign, and deliver on behalf of the Commission any agreement or other instrument, including any amendments to or ratifications of existing agreements or instruments, in connection with such administration of the Commission that are contemplated by the Commission's operating budget, including without limitation in connection with the establishment of retirement and health and welfare benefit plans, the provision of support services with the HRPDC/HRTPO, the engagement of financial, project development, legal and other professionals, and the lease of real property for use by the Commission; provided that the exercise of such authority shall be subject to such policies and procedures as the Commission may adopt from time to time.



Agenda Item 8-C
Consent Item

To: Chair Sessoms and the other members of HRTAC

From: Kevin Page

Date: August 20, 2015

Re: Re-Authorization of Officers, Executive Director, and Chief Financial Officer to execute agreements and instruments with financial institutions

Recommendation:

The Commission is asked to provide Re-Authorization of Officers, Executive Director, and Chief Financial Officer in execution of agreements and instruments with financial institutions.

Background:

The Commission changed officers at its July 16, 2015 Annual Board Meeting. HRTAC has also hired an Executive Director to support the board in the executive leadership and administration of HRTAC. The HRPDC/TPO Chief Financial Officer provides interim support as HRTAC's Chief Financial Officer. In the execution of financial matters that involve agreements and instruments with financial institutions, re-authorization of Officers and Chief Financial Officer and the addition of the Executive Director needs to occur.

Fiscal Impact:

There is no fiscal impact in relation to this Consent Item.

Suggested Motions:

Motion is (i) to confirm each of Mayor William Sessoms, Jr., Chair of the Commission, and Mayor Clyde Haulman, Vice Chair of the Commission, individually, as authorized signatories for the Commission's accounts with Branch Banking and Trust Co. and Union Bank & Trust, with power to sign checks and drafts, and Mr. Kevin Page, Executive Director of the Commission, as an authorized signatory for each of those accounts, with power to countersign checks and drafts, and (ii) as contemplated pursuant to Article VII, Section A of the Bylaws of the Commission, to authorize Nancy K. Collins, HRTPO Chief Financial Officer, as an authorized signatory for each of those accounts, with power to countersign checks and drafts.

Motion is (i) to confirm that in the management of the day-to-day administrative affairs of the Commission, the Executive Director of the Commission shall have authority to provide



directions to Branch Banking and Trust Co. and Union Bank & Trust, and (ii) to authorize each of Mayor William Sessoms, Jr., Chair of the Commission, and the Executive Director, individually, to sign or countersign, and deliver on behalf of the Commission, any agreement or instrument, including amendments to or ratifications of existing agreements or instruments, that may be necessary in connection with the administration of those banking relationships.



Agenda Item 9-A
Action Item

To: Chair Sessions and the other members of HRTAC

From: Kevin Page

Date: August 20, 2015

Re: Authorization to Execute an Agreement with VDOT to construct the I-64 Segment II Project and to Allocate Funds to that Project.

Recommendation:

The Commission is asked to authorize the execution of an agreement with the Virginia Department of Transportation (VDOT) for the construction of the HRTAC I-64 Segment II Project and the allocation of funds to that project.

Background:

The Commission has established the I-64 Segment II project as one of its priority projects to advance project planning and construction through a series of agreements with the Virginia Department of Transportation. At its April 16, 2015 Regular Board Meeting, HRTAC passed Resolution 2015-01 that reaffirmed its interest in advancing the project and allocated \$6 million of funding and authorized Agreement with VDOT for the PE Work. The draft Agreement to construct the project and to provide \$207,592,853 of HRTAC's HRTF funding is attached for reference. The total project cost to HRTAC including the \$6.0 million in PE cost approved April 16, 2015 is \$213,592,853. The proposed contract assumes that the Commission would fund costs out of the HRTF on a "pay as you go" basis. That approach is consistent with the initial funding plan approved by the Commission.

Fiscal Impact:

There is a fiscal impact of \$207,592,853 in relation to this Action Item that will be sourced from the Hampton Roads Transportation Fund Revenues under the control of HRTAC in the amount of \$51,898,213.28 for fiscal year 2016 and \$51,898,213.24 each for fiscal years 2017, 2018, and 2019. The \$6.0 million for PE was allocated for FY2015.

Suggested Resolution:

See attached Annex I for the suggested resolution.





HRTAC RESOLUTION 2015-03

RESOLUTION ON THE INTERSTATE 64 PENINSULA SEGMENT II PROJECT

WHEREAS, the I-64 Peninsula Segment II construction project (the “I-64 Peninsula Segment II Project” or “Project”), which will widen I-64 from Route 238 (Exit 247) to Route 199 East of Williamsburg (Exit 242), was one of the initial construction projects included in the funding plan presented at the Commission’s November 5, 2014 public hearing (the “Funding Plan”);

WHEREAS, the Funding Plan projected that the I-64 Peninsula Segment II Project would cost approximately \$214 million (using year of expenditure figures);

WHEREAS, pursuant to HRTAC Resolution 2015-01, the Commission entered into an Interim Project Agreement with the Virginia Department of Transportation (“VDOT”) for initial preliminary engineering for the Project at an estimated cost of \$6 million;

WHEREAS, VDOT is now prepared to award a construction contract for completion of, and to begin construction of, the Project; and

WHEREAS, to begin construction of the Project, VDOT has proposed a Standard Project Agreement for Funding and Administration for the Project, a copy of which is attached hereto as Exhibit A (the “Project Agreement”), by which the Commission will engage VDOT to complete the Project for the remainder of the cost estimated in the Funding plan, or approximately \$208 million;

NOW, THEREFORE, BE IT RESOLVED, that the Commission reaffirms its interest in completing the I-64 Peninsula Segment II Project; and

BE IT FURTHER RESOLVED, that the Commission (i) approves the Commission entering into the Project Agreement with VDOT for completion of the Project, in substantially the form presented with the Agenda for today’s meeting subject to such modifications, if any, as the Chair and Executive Director may deem necessary and appropriate, and (ii) authorizes the Chair to finalize, execute and deliver the Project Agreement on behalf of the Commission.

ANNEX I to AGENDA ITEM 9-A



APPROVED and ADOPTED by the Hampton Roads Transportation Accountability Commission at its meeting on the 20th day of August, 2015.

William D. Sessoms, Jr.
Chair
Hampton Roads Transportation
Accountability Commission

Clyde A. Haulman
Vice-Chair
Hampton Roads Transportation
Accountability Commission

ANNEX I to AGENDA ITEM 9-A

EXHIBIT A

INTERSTATE 64 PENINSULA SEGMENT II PROJECT AGREEMENT

See attached.

**Standard Project Agreement for Funding and Administration
between
Hampton Roads Transportation Accountability Commission
and
Virginia Department of Transportation**

HRTAC Project Number: _____

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this _____ day of _____, 2015, as between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT").

WITNESSETH

WHEREAS, Chapter 766 of the 2013 Acts of Assembly established the Hampton Roads Transportation Fund (the "HRTF"), and provides that moneys deposited in the HRTF are to be used solely for new construction projects on new or existing highways, bridges, and tunnels in the localities comprising Planning District 23;

WHEREAS, Chapter 678 of the 2014 Acts of Assembly (now codified in Section 33.2-2600 *et seq.* of the Code of Virginia, as amended) (the "HRTAC Act") created HRTAC as a political subdivision of the Commonwealth of Virginia, and moved the responsibility to determine the projects that will be funded by the HRTF from the Hampton Roads Transportation Planning Organization to HRTAC;

WHEREAS, under Sections 33.2-2606 and 33.2-2607 of the Code of Virginia, HRTAC is also authorized to issue bonds and other evidences of debt, and to impose and collect certain tolls;

WHEREAS, Section 33.2-2611 of the Code of Virginia requires HRTAC to use all moneys it receives (the "HRTAC-Controlled Moneys"), which include, without limitation, moneys from the HRTF as well as any bond proceeds and collections from any tolls imposed by HRTAC, solely for the benefit of those counties and cities that are embraced by HRTAC, and in a manner that is consistent with the purposes of the HRTAC Act;

WHEREAS, VDOT is the Virginia state agency responsible for building, maintaining and operating the interstate, primary, and secondary state highway systems ("VDOT Highways");

WHEREAS, in light of VDOT's responsibilities with respect to VDOT Highways, and HRTAC's responsibilities with respect to the application of the HRTAC-Controlled Moneys, VDOT and HRTAC entered into a Memorandum of Agreement dated March 30, 2015 (the "MOA");

WHEREAS, the MOA contemplates that HRTAC may from time to time enter into Project Agreements for Funding and Administration of projects that HRTAC selects and HRTAC requests VDOT to administer and/or develop with HRTAC Controlled Moneys;

WHEREAS, HRTAC has determined that it desires to proceed with the project set forth and described on Appendix A to this Agreement (the “Project”), and that the Project would benefit the cities and counties that are embraced by HRTAC and it otherwise satisfies the requirements of the HRTAC Act;

WHEREAS, VDOT agrees to administer and/or develop the Project in accordance with the budget and baseline schedule set forth and described on Appendix B to this Agreement (the “Project Budget, Baseline Schedule and Cash Flow”) (this Agreement and its appendices may be amended from time to time by mutual agreement of the parties to address mutually agreed changes relating to, among other things, Project scope, design, funding and regulatory approvals);

WHEREAS, HRTAC desires to provide funding for the administration and/or development of the Project out of HRTAC-Controlled Moneys, subject to the terms, conditions and limitations set forth herein;

WHEREAS, the Commonwealth Transportation Board (“CTB”) has the authority, pursuant to Section 33.2-214 of the Code of Virginia, to cause VDOT to enter into this Agreement and has authorized the Commissioner of Highways to enter into agreements with HRTAC for project administration and development purposes, and Section 33.2-2608 of the Code of Virginia authorizes HRTAC to enter into this Agreement; and

WHEREAS, the CTB, by resolution passed on January 14, 2015, resolved that any agreement between VDOT and HRTAC for project services shall provide that overruns or other additional project costs shall be prorated between HRTAC and VDOT so that each party bears a proportionate share of the additional costs based on each party’s percentage responsibility of the initial project budget; and

WHEREAS, HRTAC’s governing body and the CTB have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evidenced 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 foregoing premises and the mutual promises, covenants, and agreements contained herein, the parties hereto agree as follows:

A. VDOT's Obligations

VDOT shall:

1. Complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (a)

any and all applicable federal, state, and local laws and regulations, and (b) all terms and conditions of this Agreement, including, without limitation, the budget reflected in Appendix B, which budget (i) VDOT represents has been prepared in good faith, in accordance with the practices and procedures that VDOT uses for projects where the state or VDOT bears the cost of the project (including, without limitation, the practices used to price and budget services that may be internally sourced, such as Construction Engineering Inspection/CEI), and (ii) the parties acknowledge may be amended pursuant to Section A.8 below.

2. Without limiting the foregoing,
 - (a) VDOT shall select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using, where applicable, standard terms/forms), and monitoring and enforcing performance of contracts;
 - (b) VDOT shall not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the budget reflected in Appendix B that is allocated to the work covered by that contract or (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the budget reflected in Appendix B; in addition, if the bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall (i) undertake a new procurement , or (ii) recommend alternative measures to HRTAC, and seek HRTAC's advice and consent regarding pursuit of those alternative measures;
3. Perform or have performed all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement.
4. Not use any funds provided by HRTAC, including the funds specified on Appendix B, to pay any Project cost if the HRTAC Act does not permit such Project cost to be paid with HRTAC 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 HRTAC will provide funding for such multiple funding phases (as scheduled on Appendix B), HRTAC may not have sufficient cash flows to permit accelerated funding to VDOT and 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 HRTAC's Executive Director explaining VDOT's reasons why HRTAC should authorize acceleration to the next funding phase. (As used in this Agreement, "Executive Director" shall mean HRTAC's Chairman if at any applicable time, HRTAC has not engaged a dedicated, full-time Executive Director.) HRTAC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and HRTAC's current and projected cash flow position and make a recommendation to HRTAC whether to authorize VDOT's requested accelerated funding. The foregoing shall not prohibit VDOT from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from HRTAC for having advance funded a future phase of the Project; however, VDOT further recognizes that HRTAC's reimbursement to VDOT for having advance funded a phase of the Project will be dependent upon HRTAC's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.
6.
 - (a) Permit HRTAC's Executive Director to periodically update HRTAC's cash flow estimates for the Project with the objective toward keeping those estimates accurate throughout the performance of the Project. VDOT shall provide all available information reasonably required by HRTAC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the performance of the Project as described in Appendix B.
 - (b) Provide HRTAC's Executive Director with the monthly reports described on Appendix D.
7. Provide to HRTAC's Executive Director requests for payment consistent with Appendix B (and the most recently approved HRTAC cash flow estimates) that include (a) HRTAC's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by HRTAC, and (b) certifications that 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 D of this Agreement.¹ If approved by HRTAC, VDOT can expect to receive payment within twenty (20) days upon receipt by HRTAC. Approved payments may be made by means of electronic transfer of funds from HRTAC to or for the account of VDOT.

8. (a) Promptly notify HRTAC's Executive Director if VDOT determines that any additional, unbudgeted costs may be incurred to perform and complete the Project ("Additional Costs"), which notice shall include a description of the Additional Costs, an explanation of how they arose and the assumptions in the initial budget regarding those costs, and a detailed estimate of the Additional Costs. VDOT shall make recommendations regarding any curative actions that may be available relating to such Additional Costs, including any potential modification or reduction that may be made to the Project scope or design, or any other action, in order to stay within the initial budget for the Project. If the Additional Costs can be absorbed in the Project budget by modifying or reducing the scope or design of the Project (or avoided by cancelling the Project or any portion thereof), HRTAC may, in its sole discretion, elect to (i) authorize VDOT to proceed with such modifications or reductions, (ii) authorize the Additional Costs (or if a combination of (i) and (ii) is feasible, HRTAC may elect such combination), or (iii) elect to cancel the Project or a portion thereof; provided, however, in any case, the respective obligations of VDOT and HRTAC, as modified by the elected alternative, shall be set forth in an amendment to this Agreement (VDOT and HRTAC shall work in good faith to finalize and execute such amendment). If the Additional Costs cannot be absorbed in the initial budget by modifying or reducing the scope or design of the Project (and HRTAC elects option (ii) above), then, subject to Section F below, such Additional Costs shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project budget. In the event that HRTAC elects to cancel the Project (or any portion thereof) pursuant to this Section A.8(a)(iii), (A) all compensation due and owing to any and all contractors for work on the Project that has been completed at the time of cancellation, shall be paid in accord with Appendix B, and (B) subject to Section F, all reasonable costs associated with the cancellation due and owing to said contractors pursuant to the terms of the contracts with the contractors (the "Breakage Compensation"), shall be paid with HRTAC-Controlled Moneys, unless VDOT and HRTAC mutually

¹ **Note to VDOT:** HRTAC would like to see a more developed requisition form. Perhaps the Appendix can be revised to describe in greater detail the costs and the support provided.

determine that cancellation of the Project is necessary or warranted, in which case, the Breakage Compensation shall be paid from HRTAC-Controlled Moneys and state and federal funds prorated based on the respective proportionate share of HRTAC-Controlled Moneys and state and federal funds in the Project budget.

- (b) VDOT shall not include in any contract with a contractor working on the Project any remedy in respect of Additional Costs that is more favorable to the contractor than the remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.
- (c) The Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the VDOT Roads and Bridge Specifications and §§ 33.2-1101 through 33.2-1105 of the Code, as amended. VDOT shall promptly notify HRTAC if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to Section A.8(a) unless the settlement has been approved by HRTAC. Funding for the settlement will be prorated based on the respective proportionate share of the HRTAC-Controlled Moneys and state and federal funds in the Project budget. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the proration rule set forth in the preceding sentence.
- (d) Notwithstanding anything to the contrary set forth herein, if any additional cost (including, without limitation, any additional cost relating to a contractor claim described in Section A.8(c) above) arises out of or results from VDOT's negligence or breach of contract, HRTAC shall not be responsible for such additional costs.

9. Release or return any unexpended funds to HRTAC no later than 90 days after final payment has been made in respect of the Project.
10. 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.

11. 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.
12. Reimburse HRTAC (or such other entity as may have provided funds) for all funds provided by HRTAC (or on behalf of HRTAC) and, to the extent applicable and permitted by law, with interest earned at the rate earned by HRTAC, that VDOT misapplied, used or requisitioned in contravention of the HRTAC Act or any other applicable law, or any term or condition of this Agreement.
13. Acknowledge that VDOT is solely responsible for the administration and/or development of the Project and all engagements, commitments and agreements with contractors. VDOT shall ensure that VDOT's contractors maintain surety bonds and insurance in amounts that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name HRTAC (and, if applicable, any HRTAC bond trustee) as an additional insured on any such insurance policy, and present HRTAC with satisfactory evidence thereof before any work on the Project commences.
14. If in connection with the work VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give HRTAC notice of the engagement so as to ensure that no conflict of interest may arise from any such representation.
15. Subject to and consistent with the requirements of Section F of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT will use the Project for its intended purposes for the duration of the Project's useful life. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project after its completion (including responsibility to correct any defects or to cause any defects to be corrected), and under no circumstances will HRTAC have any responsibility or obligation to operate and/or maintain the Project (or correct defects with respect to the Project). The provisions in this Section A.15 will survive the completion of the Project under this Agreement and/or the termination of this Agreement.

16. Comply with all applicable federal, state and local laws and regulations, including without limitation requirements of the Virginia Public Procurement Act.
17. Recognize that VDOT or its contractors are solely responsible for obtaining, and shall obtain, all permits, permissions and approvals necessary to construct and/or operate the Project, including, but not limited to, obtaining all required VDOT and local land use permits, zoning approvals, environmental permits, and regulatory approvals.
18. Recognize that if the Project is being funded, in whole or in part, with federal and/or state funds (in addition to HRTAC Controlled-Moneys), that VDOT shall (a) take any and all necessary actions to satisfy any conditions within its control to such additional federal and/or state funding and to enforce any commitments made in connection therewith, (b) comply with all applicable federal and Commonwealth funding requirements within the control or purview of VDOT, and (c) subject to Section A.8 (a), include in its contracts with contractors provisions that permit such contracts to be terminated, without penalty, if the funding is rescinded or otherwise becomes unavailable. VDOT acknowledges and agrees that if funding from such an additional federal or state source is rescinded or otherwise becomes unavailable HRTAC (i) shall not be responsible for any amount in excess of its commitment set forth on Appendix B, and (ii) may (A) replace said reduced funding with HRTAC Controlled-Moneys or (B) may request VDOT to immediately suspend or discontinue all work relating to the Project, provided if HRTAC requests suspension HRTAC shall be responsible for the costs reasonably incurred in connection with such suspension. Should HRTAC not replace the reduced funding or request VDOT to suspend or discontinue work, VDOT may reduce the Project scope or take any other actions needed to reduce the Project costs to the Project budget.
19. Provide a certification to HRTAC no later than 90 days after final payment for the Project that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

B. HRTAC's Obligations

HRTAC shall:

1. Subject to the limitations as to amounts set forth in Appendix B (and subject to Section F of this Agreement), provide to VDOT the funding authorized by HRTAC for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by HRTAC.

2. Assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of HRTAC for purposes of ensuring it is being completed in compliance with this Agreement and all HRTAC requirements. HRTAC's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with HRTAC's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by VDOT for the Project. HRTAC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope of the Project as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to HRTAC's assigned Program Coordinator all VDOT payment requisitions and the summaries of actual costs submitted to HRTAC for the Project. After submission to HRTAC, HRTAC'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. HRTAC's Program Coordinator will then make a recommendation to the HRTAC'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, HRTAC'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 in order to authorize the payment request. Payment will be withheld until all deficiencies identified by HRTAC have been corrected, however the determinations relating to correction of deficiencies and withholding of payment shall be exercised in a manner that is not unreasonable. Under no circumstances will HRTAC authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the HRTAC Act or this Agreement.
4. Route all of VDOT's accelerated or supplemental requests for funding from HRTAC under Sections A.5 and A.8, respectively, of this Agreement to HRTAC's Executive Director. HRTAC's Executive Director will initially review those requests and all supporting documentation with HRTAC's CFO. After such initial review, HRTAC's Executive Director will make a recommendation to HRTAC's Finance Committee for its independent consideration and review. HRTAC's Finance Committee will thereafter make a recommendation on any such request to HRTAC for final determination by HRTAC.
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 HRTAC Act and other applicable law. Such

compliance reviews may entail review of VDOT's financial records for the Project and on-Project site inspections.

6. Acknowledge that if, as a result of HRTAC's review of any payment requisition or of any HRTAC compliance review, HRTAC staff determines that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, HRTAC staff will promptly advise HRTAC's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to HRTAC's initial findings. HRTAC's staff will review VDOT's response and make a recommendation to HRTAC's Finance Committee. HRTAC's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to HRTAC. If HRTAC makes a final determination that VDOT is required under Section A.12 of this Agreement to reimburse funds to HRTAC, the parties should engage in dispute resolution as provided in Section D of this Agreement. Pending final resolution of the matter, HRTAC will withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Upon making final payment to VDOT for the Project, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with 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.
8. Be the sole determinant of the amount and source of HRTAC funds to be provided and allocated to the Project and the amounts of any HRTAC 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 HRTAC of this Agreement. If so terminated, HRTAC shall pay for all Project costs incurred in accordance with the terms of this Agreement 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 HRTAC as described in Section F of this Agreement and/or repeal or amendment of the legislation establishing the HRTF or HRTAC's powers shall not be considered material breaches of this Agreement by HRTAC if such failure to appropriate or such repeal or amendment eliminates funds in the HRTF to

be used for the Project or renders HRTAC without legal authority to provide funding for the Project. Before initiating any proceedings to terminate under this Section, VDOT shall give HRTAC sixty (60) days written notice of any claimed material breach of this Agreement and the reasons for termination; thereby allowing HRTAC an opportunity to investigate and cure any such alleged breach.

3. HRTAC may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to HRTAC all funds HRTAC provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by HRTAC. HRTAC will provide VDOT with sixty (60) days written notice that HRTAC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, if VDOT has substantially completed the Project or a portion that is severable (meaning it is subject to independent use), VDOT may request that HRTAC excuse VDOT from refunding funds paid in respect of the substantially completed Project or portion, and HRTAC may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds HRTAC provided to VDOT for the substantially completed Project or portion thereof. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied HRTAC funds in contravention of this Agreement or applicable law.
4. Upon termination and payment of all eligible expenses as set forth in Section C.3 above, VDOT will release or return to HRTAC all unexpended HRTAC funds and, to the extent permitted by law, with interest earned at the rate earned by HRTAC, 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 promptly in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. HRTAC'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 HRTAC 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 or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either party's right to seek equitable relief on an emergency basis.

E. HRTAC'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 HRTAC under this Agreement ("Assets") for the designated transportation purposes of the Project and in accordance with applicable law throughout the useful life of each such Asset. If VDOT intends to sell, convey, or dispose any Asset funded with HRTAC funds or intends to use any Asset for a purpose inconsistent with this Agreement, VDOT shall notify HRTAC's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT, HRTAC's Executive Director shall notify HRTAC 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 Asset(s) so as to ensure compliance with all applicable requirements of the HRTAC Act. All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to HRTAC and the Commissioner for their respective approval.

F. Appropriations Requirements

1. Nothing herein shall require or obligate HRTAC to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The parties acknowledge that all funding provided by HRTAC pursuant to the HRTAC Act is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the HRTF pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into the HRTF are subject to appropriation by the General Assembly and (ii) HRTAC's obligations under this Agreement are subject to such moneys being appropriated to the HRTF 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 to VDOT for HRTAC projects.
4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to HRTAC that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

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: HRTAC, to the attention of its Executive Director and Chairman;
723 Woodlake Drive
Chesapeake, VA 23320
- 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

- (a) This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed and delivered by both parties.
- (b) If HRTAC is able to obtain a source of funding for the Project that would reduce or replace the amount of HRTAC-Controlled Moneys expended on the Project, VDOT and HRTAC will work in good faith to amend this Agreement so it takes into account that other funding.
- (c) If HRTAC proposes to issue bonds, VDOT and HRTAC will work in good faith to adopt such amendments to this Agreement as VDOT and HRTAC may mutually agree are necessary and desirable in connection with the bond offering, including, without limitation, tax covenants of the type made by VDOT under its Project Agreements with the Northern Virginia Transportation Authority.

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 HRTAC; 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 and Appendices

The recitals and Appendices 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 the 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.

Hampton Roads Transportation Accountability Commission

By: _____

Name: _____

Title: _____

Date: _____

Virginia Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

PROJECT

[To be inserted by VDOT and
HRTAC prior to execution]

APPENDIX B

PROJECT BUDGET, BASELINE SCHEDULE AND CASH FLOW

[See attached]

[To be revised by VDOT and HRTAC prior to execution to (1) adjust for \$6 million PE allocation previously made, and (2) conform projected cash flows to the revised schedule]

APPENDIX B-PROJECT BUDGET & CASH FLOW										
PROJECT IDENTIFICATION AND PROPOSED FUNDING										
HRTAC Project Title:	I-64 Capacity Improvements- Segment II (UPC 106665)									
Scope of Project Services:	Project Services to Support PE, RW & CN Phases for I-64 Capacity Improvements- Seg II (UPC 106665)									
Recipient Entity:	Virginia Department of Transportation									
VDOT Project Contact:	Tony Gibson (757) 556-7885									
Baseline Schedule:	PE: Start April 2015 RW/CN: Design-Build RFP Summer 2015 (CN complete Summer 2019)									
PROJECT COSTS & FUNDING SOURCE										
Project Cost Category	Total Project Costs	HRTAC PayGo Funds	HRTAC Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds				
Design Work	\$ 6,000,000.00	\$ 6,000,000.00	\$ -		\$ -	\$ -				
Engineering										
Environmental Work										
Right-of-Way Acquisition	\$ 2,413,318.00	\$ 2,413,318.00								
Construction	\$ 205,179,535.00	\$ 205,179,535.00								
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 213,592,853.00	\$ 213,592,853.00	\$ -	\$ -	\$ -	\$ -				
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	\$ 6,000,000.00									
Engineering										
Environmental Work										
Right-of-Way Acquisition			\$ 2,413,318.00							
Construction				\$ 49,484,895.28		\$ 51,898,213.24		\$ 51,898,213.24		
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 6,000,000.00	\$ -	\$ 51,898,213.28	\$ -	\$ 51,898,213.24	\$ -	\$ 51,898,213.24	\$ -	\$ 51,898,213.24	
<i>Please Note: If additional years are needed, please submit a separate form with additional columns</i>										
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			\$ 5,110,987.69		\$ 5,110,987.68		\$ 5,110,987.68		\$ 5,110,987.68	
August			\$ 4,758,487.93		\$ 4,758,487.92		\$ 4,758,487.92		\$ 4,758,487.92	
September			\$ 5,402,408.19		\$ 5,402,408.18		\$ 5,402,408.18		\$ 5,402,408.18	
October			\$ 5,466,593.17		\$ 5,466,593.16		\$ 5,466,593.16		\$ 5,466,593.16	
November			\$ 4,916,362.26		\$ 4,916,362.26		\$ 4,916,362.26		\$ 4,916,362.26	
December			\$ 4,830,437.21		\$ 4,830,437.21		\$ 4,830,437.21		\$ 4,830,437.21	
January			\$ 3,487,728.88		\$ 3,487,728.88		\$ 3,487,728.88		\$ 3,487,728.88	
February			\$ 2,379,502.77		\$ 2,379,502.77		\$ 2,379,502.77		\$ 2,379,502.77	
March			\$ 2,686,451.90		\$ 2,686,451.90		\$ 2,686,451.90		\$ 2,686,451.90	
April	\$ 2,000,000.00		\$ 3,973,257.18		\$ 3,973,257.18		\$ 3,973,257.18		\$ 3,973,257.18	
May	\$ 2,000,000.00		\$ 4,188,587.43		\$ 4,188,587.43		\$ 4,188,587.43		\$ 4,188,587.43	
June	\$ 2,000,000.00		\$ 4,697,408.67		\$ 4,697,408.67		\$ 4,697,408.67		\$ 4,697,408.67	
Total per Fiscal Year	\$ 6,000,000.00	\$ -	\$ 51,898,213.28	\$ -	\$ 51,898,213.24	\$ -	\$ 51,898,213.24	\$ -	\$ 51,898,213.24	
<i>Please Note: If additional years are needed, please submit a separate form with additional columns</i>										
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		Hampton Roads Transportation Accountability Commission								
Signature	Signature									
Commissioner	HRTAC Chairman									
Title	Title									
Date	Date									
Print name of person signing	Print name of person signing									
Revised 7.8.14										

APPENDIX C
FORM OF PAYMENT REQUISITION

[See attached]

APPENDIX C

FORM OF REQUISITION

HRTAC Project Title and Number: _____

Project Scope/Services Description: [From Appendix B] _____

Draw Request Number: _____

Date: _____, 20____

Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, VA 23320

Attention _____, Program Coordinator:

This requisition is submitted in connection with the Interim Project Agreement for Funding and Administration for the project services noted above and dated _____, 20____ (the "Agreement") between the Hampton Roads Transportation Accountability Commission ("HRTAC") and the Virginia Department of Transportation ("VDOT"). VDOT hereby requests \$_____ of HRTAC funds, to pay the costs of the project services described and set forth in Appendices A and B of the Agreement ("Project Services") and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of VDOT's costs of the Project Services, (ii) VDOT is responsible for payment to vendors/contractors, (iii) VDOT is not in breach or default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in another Appendix to the Agreement, (iv) the representations and warranties made by VDOT in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of VDOT, no condition exists under the Agreement that would allow HRTAC to withhold the requested advance.

TRANSPORTATION

VIRGINIA DEPARTMENT OF

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: HRTAC Program Coordinator

APPENDIX D
REPORTS TO BE PROVIDED BY VDOT

- 1) Monthly Project Expenditure Report which lists, by category of expense (e.g. engineering, ROW, utility relocations, construction), (a) information regarding the budget (such as, the original estimate, any approved changes thereto, the monthly [exposure], the cumulative [exposure], the contingency reserve as of the month then ending, and the total estimate); (b) information regarding expenditures to date against the budget, both monthly and for the life of the project, and a statement of the percent expended; and (c) such other information as VDOT customarily provides with monthly expenditure reports.
- 2) Monthly Construction Report in substantially the form attached as Annex 1.

APPENDIX E

OFFICIAL AUTHORIZING DOCUMENTS

[To be inserted by VDOT and
HRTAC prior to execution]

Agenda Item 9-B
Action Item

To: Chair Sessions and the other members of HRTAC

From: Kevin Page

Date: August 20, 2015

Re: Authorization to Conduct an FY2015 Budget Amendment Public Hearing

Recommendation:

The Commission is asked to provide authorization to conduct a public hearing for the adjustments of line items within the Commission's approved FY2015 Annual Budget.

Background:

During the operation of the approved FY2015 operating budget year, HRTAC was more reliant on the services of the HRTPO Support Staff and legal assistance than anticipated. This was in part attributed to the absence of an Executive Director and the initial startup of HRTAC. As the FY2015 year has come to a close, transfer adjustments must be made to align the budget with expenses within its line items of the existing approved budget.

Fiscal Impact:

There is no fiscal impact in relation to this Action Item.

Suggested Motion:

Motion is (i) to prepare an amendment to the HRTAC FY 2015 Budget that reflects the following line-item transfers within the Budget's accounts (A) an increase to the accounts established for HRTPO Support Staff and legal expense by \$91,700 and \$139,300, respectively (\$231,000 in the aggregate), and (B) a decrease in the HRTAC Staff account, which is available and unused, by \$231,000, and (ii) to present such amended HRTAC FY 2015 budget at a public hearing.



HAMPTON ROADS TRANSPORTATION FUND FINANCIAL REPORT

VDOT provides the HRTPO staff with monthly financial reports relating to the HRTF including the following information:

- Revenue from sources as detailed by the collecting agency
- Interest earnings
- Expenditures reflecting both the program total as well as project totals
- The current cash position/balance in the HRTF as well as forecasted cash position/balance

Attached are the June 2015 financial reports. Based on the financial reports received to date from VDOT, the HRTPO staff has analyzed the data and prepared the attached reports and summaries:

Revenues

Total Gross Revenues (as of May 31, 2015): \$317,704,361

- State Sales and Use Tax : \$237,841,525
- Local Fuels Tax : \$78,280,521
- Interest : \$1,582,315

Expenditures

Total Expenditures: \$2,142,715

- I-64 Peninsula Widening – Segment 1: \$1,544,502
- Total Dept. of Tax Administrative Fees: \$499,518
- Total DMV Administrative Fees: \$98,695

Cash Balance

Ending Cash Balance: \$315,561,645

Encumbered Balance

Balance of Encumbered: \$143,119,137

- Allocation: \$144,663,639
- Less Construction Expenditures: \$1,544,502

Net Available Cash

Ending Available Cash Balance: \$172,442,508

Hampton Roads Transportation Fund (HRTF)
Total of Sales & Use and Fuels Taxes
Summary

							Expenditures			Cummmulative Balance	
Sales & Use Tax			Gross Revenue		Construction		Dept of Tax Admin Fee	DMV Admin Fee	Total	7/1/13 - 5/31/15	
<i>July 2013 - June 2014</i>	\$ 107,868,769	\$ 37,343,491	\$ 363,855	\$ 145,576,115	\$ 1,087,240	\$ 168,860	27,596	444,356	\$ 98,695	\$ 1,630,291	143,945,824
<i>July 2014</i>	10,355,831	4,099,779		14,455,610						196,456	158,204,979
<i>August 2014</i>	10,701,965	4,372,700		15,074,665		73,019				73,019	173,206,625
<i>September 2014</i>	10,869,389	4,353,336		15,222,725		60,089		12,510		72,599	188,356,751
<i>October 2014</i>	10,082,755	3,950,834		284,421		14,318,010		91,205		91,798	202,582,963
<i>November 2014</i>	9,933,770	3,590,415		13,524,185		39,547		11,377		50,924	216,056,224
<i>December 2014</i>	9,964,325	2,947,347		12,911,672		16,049		7,055		23,104	228,944,792
<i>January 2015</i>	11,849,200	3,561,879		391,282		15,802,361		23,415		23,415	244,723,738
<i>February 2015</i>	8,667,143	2,657,036		11,324,179		(14,922)				(18,891)	256,066,808
<i>March 2015</i>	8,463,030	2,347,171		10,810,201		-				-	266,877,008
<i>April 2015</i>	10,608,274	2,249,595		405,386		13,263,255		-		-	280,140,263
<i>May 2015</i>	10,889,809	2,287,393		-		13,177,202		-		-	293,317,465
<i>June 2015</i>	17,587,265	4,519,545		137,371		22,244,181		-		-	315,561,646
<i>Total 12 Months</i>	\$ 129,972,756	\$ 40,937,030	\$ 1,218,460	\$ 172,128,246	\$ 457,262	\$ 55,162	\$ -		\$ 512,424		
Grand Totals	\$ 237,841,525	\$ 78,280,521	\$ 1,582,315	\$ 317,704,361	\$ 1,544,502	\$ 499,518	\$ 98,695	\$ 2,142,715			
Less Balance of Encumbered										\$ (143,119,137)	
Total Net Available										172,442,508	

HRTF Revenue

Sales & Use Tax Interest Total

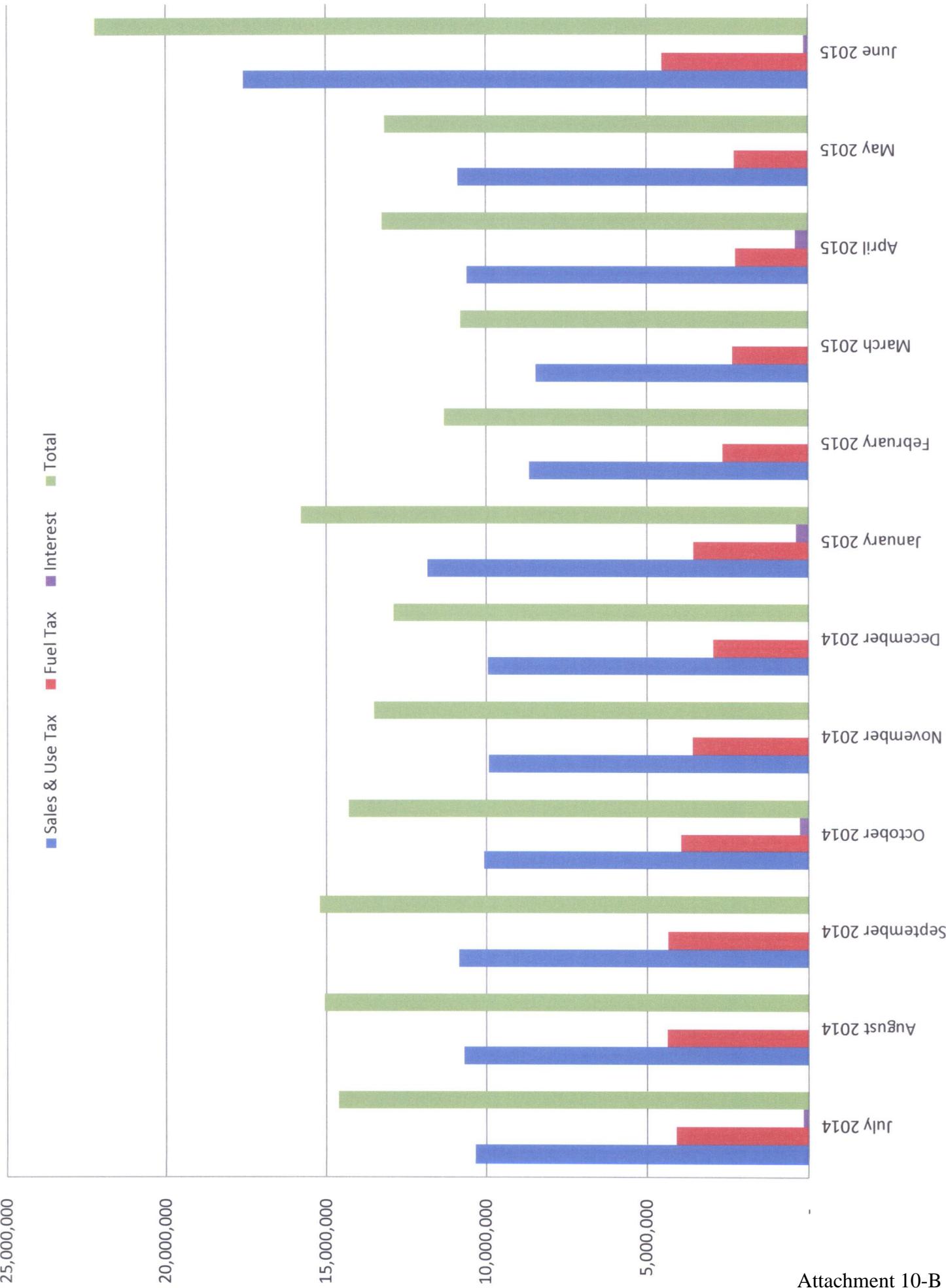


Table 1 - Total HRTF Revenues
Hampton Roads Transportation Fund (HRTF)
Total of Sales & Use and Fuels Taxes
Fiscal Year 2015

Locality	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>Chesapeake</i>	\$ 26,384,832	\$ 27,121,775	\$ 4,056,483	\$ 31,178,258	\$ 57,563,089
<i>Franklin</i>	1,301,603	1,359,439	204,931	1,564,370	2,865,973
<i>Hampton</i>	10,762,980	11,191,110	1,588,808	12,779,918	23,542,897
<i>Isle of Wight</i>	2,492,326	2,420,198	369,728	2,789,926	5,282,253
<i>James City</i>	6,470,044	6,650,005	1,057,914	7,707,919	14,177,964
<i>Newport News</i>	15,547,215	15,683,861	2,316,421	18,000,282	33,547,498
<i>Norfolk</i>	20,325,343	20,467,799	3,029,243	23,497,042	43,822,384
<i>Poquoson</i>	375,230	408,890	66,380	475,270	850,501
<i>Portsmouth</i>	5,194,137	5,267,700	774,257	6,041,957	11,236,094
<i>Southampton</i>	729,265	755,981	112,325	868,306	1,597,572
<i>Suffolk</i>	6,807,264	7,111,348	1,023,981	8,135,329	14,942,594
<i>Virginia Beach</i>	38,819,376	40,214,341	6,000,453	46,214,795	85,034,171
<i>Williamsburg</i>	3,245,330	3,286,908	489,978	3,776,886	7,022,217
<i>York</i>	6,757,314	6,863,619	1,015,906	7,879,525	14,636,839
	\$ 145,212,261	\$ 148,802,975	\$ 22,106,810	\$ 170,909,785	\$ 316,122,046
Interest	363,855	1,081,089	137,371	1,218,460	1,582,315
	\$ 145,576,116	\$ 149,884,064	\$ 22,244,181	\$ 172,128,244	\$ 317,704,361
Total Revenues					
Construction	(1,087,241)	(457,261)	-	(457,261)	(1,544,502)
Dept of Tax Admin Fees	(444,356)	(55,162)	-	(55,162)	(499,518)
DMV Admin Fees	(98,695)	-	-	-	(98,695)
Cash Balance	\$ 143,945,824	\$ 149,371,641	\$ 22,244,181	\$ 171,615,821	\$ 315,561,646
Less Balance of Encumbered					(143,119,137)
Net Available Cash					\$ 172,442,509
Forecast	157,892,682	154,107,241	19,870,069	173,977,310	331,869,992
Total Revenue - Forecast (under)/over	(12,316,566)	(4,223,177)	2,374,112	(1,849,066)	(14,165,631)

Table 1 - Total HRTF Revenues
Hampton Roads Transportation Fund (HRTF)
Total of Sales & Use and Fuels Taxes
Fiscal Year 2015

Locality	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>Chesapeake</i>	\$ 26,384,832	\$ 27,121,775	\$ 4,056,483	\$ 31,178,258	\$ 57,563,089
<i>Franklin</i>	1,301,603	1,359,439	204,931	1,564,370	2,865,973
<i>Hampton</i>	10,762,980	11,191,110	1,588,808	12,779,918	23,542,897
<i>Isle of Wight</i>	2,492,326	2,420,198	369,728	2,789,926	5,282,253
<i>James City</i>	6,470,044	6,650,005	1,057,914	7,707,919	14,177,964
<i>Newport News</i>	15,547,215	15,683,861	2,316,421	18,000,282	33,547,498
<i>Norfolk</i>	20,325,343	20,467,799	3,029,243	23,497,042	43,822,384
<i>Poquoson</i>	375,230	408,890	66,380	475,270	850,501
<i>Portsmouth</i>	5,194,137	5,267,700	774,257	6,041,957	11,236,094
<i>Southampton</i>	729,265	755,981	112,325	868,306	1,597,572
<i>Suffolk</i>	6,807,264	7,111,348	1,023,981	8,135,329	14,942,594
<i>Virginia Beach</i>	38,819,376	40,214,341	6,000,453	46,214,795	85,034,171
<i>Williamsburg</i>	3,245,330	3,286,908	489,978	3,776,886	7,022,217
<i>York</i>	6,757,314	6,863,619	1,015,906	7,879,525	14,636,839
	\$ 145,212,261	\$ 148,802,975	\$ 22,106,810	\$ 170,909,785	\$ 316,122,045
Interest	363,855	1,081,089	137,371	1,218,460	1,582,315
	\$ 145,576,116	\$ 149,884,064	\$ 22,244,181	\$ 172,128,244	\$ 317,704,360
Total Revenues					
Construction	(1,087,241)	(457,261)	-	(457,261)	(1,544,502)
Dept of Tax Admin Fees	(444,356)	(55,162)	-	(55,162)	(499,518)
DMV Admin Fees	(98,695)	-	-	-	(98,695)
Cash Balance	\$ 143,945,824	\$ 149,371,641	\$ 22,244,181	\$ 171,615,821	\$ 315,561,645
Less Balance of Encumbered					(143,119,137)
Net Available Cash					\$ 172,442,508
Forecast					
Total Revenue - Forecast (under)/over	157,892,682	154,107,241	19,870,069	173,977,310	331,869,992
	(12,316,566)	(4,223,177)	2,374,112	(1,849,066)	(14,165,632)

Table 1A - State Sales & Use Tax
Hampton Roads Transportation Fund (HRTF)
State Sales & Use Tax
Fiscal Year 2015

Locality	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>Chesapeake</i>	\$ 19,315,636	\$ 20,122,327	\$ 3,164,252	\$ 23,286,579	\$ 42,602,215
<i>Franklin</i>	846,797	860,288	148,020	1,008,308	1,855,105
<i>Hampton</i>	7,985,894	8,323,229	1,230,631	9,553,860	17,539,754
<i>Isle of Wight</i>	1,218,689	1,236,403	208,885	1,445,288	2,663,976
<i>James City</i>	5,509,551	5,655,474	933,141	6,588,615	12,098,166
<i>Newport News</i>	11,915,523	12,177,116	1,892,618	14,069,734	25,985,257
<i>Norfolk</i>	16,077,088	16,537,968	2,506,575	19,044,543	35,121,631
<i>Poquoson</i>	245,914	268,266	43,823	312,089	558,003
<i>Portsmouth</i>	3,509,158	3,700,086	584,578	4,284,664	7,793,823
<i>Southampton</i>	289,155	290,116	37,979	328,095	617,250
<i>Suffolk</i>	4,215,063	4,586,263	715,568	5,301,831	9,516,894
<i>Virginia Beach</i>	29,412,313	30,984,882	4,882,253	35,867,135	65,279,448
<i>Williamsburg</i>	2,420,298	2,546,372	424,953	2,971,325	5,391,622
<i>York</i>	4,907,692	5,096,702	813,988	5,910,689	10,818,381
Total	\$ 107,868,770	\$ 112,385,490	\$ 17,587,265	\$ 129,972,755	\$ 237,841,525
Updated Forecast					236,871,040
Diff(under)/over	(1,102,270)	(3,116,545)	5,189,300	2,072,755	970,485

Table 1B - Local Fuels Tax

Hampton Roads Transportation Fund (HRTF)
Local Fuels Tax
Fiscal Year 2015

Locality	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>Chesapeake</i>	\$ 7,069,197	\$ 6,999,448	\$ 892,231	\$ 7,891,679	\$ 14,960,876
<i>Franklin</i>	454,806	499,151	56,911	556,062	1,010,868
<i>Hampton</i>	2,777,086	2,867,881	358,177	3,226,059	6,003,145
<i>Isle of Wight</i>	1,273,638	1,183,795	160,843	1,344,638	2,618,275
<i>James City</i>	960,493	994,532	124,773	1,119,305	2,079,798
<i>Newport News</i>	3,631,692	3,506,745	423,803	3,930,548	7,562,240
<i>Norfolk</i>	4,248,256	3,929,831	522,668	4,452,499	8,700,754
<i>Poquoson</i>	129,316	140,624	22,557	163,181	292,497
<i>Portsmouth</i>	1,684,979	1,567,614	189,679	1,757,293	3,442,272
<i>Southampton</i>	440,110	465,865	74,346	540,211	980,321
<i>Suffolk</i>	2,592,201	2,525,085	308,413	2,833,498	5,425,699
<i>Virginia Beach</i>	9,407,063	9,229,460	1,118,200	10,347,660	19,754,723
<i>Williamsburg</i>	825,033	740,537	65,025	805,562	1,630,595
<i>York</i>	1,849,622	1,766,917	201,918	1,968,835	3,818,458
Total	37,343,491	\$ 36,417,485	\$ 4,519,545	\$ 40,937,030	\$ 78,280,521
Updated Forecast		38,027,897	7,472,104	45,500,001	94,200,002
Diff(under)/over	(11,356,510)	(1,610,412)	(2,952,559)	(4,562,971)	(15,919,481)

Table 2A - Dept of Tax Administrative Fee

Hampton Roads Transportation Fund (HRTF)
Administrative Fee
Fiscal Year 2015

Locality	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>Chesapeake</i>	79,134	\$ 9,736	\$ -	\$ 9,736	\$ 88,870
<i>Franklin</i>	3,411	406	-	406	3,817
<i>Hampton</i>	32,695	4,016	-	4,016	36,711
<i>Isle of Wight</i>	5,152	577	-	577	5,729
<i>James City</i>	24,315	2,890	-	2,890	27,205
<i>Newport News</i>	48,897	5,751	-	5,751	54,648
<i>Norfolk</i>	66,002	8,052	-	8,052	74,054
<i>Poquoson</i>	989	131	-	131	1,120
<i>Portsmouth</i>	14,012	1,735	-	1,735	15,747
<i>Southampton</i>	1,215	151	-	151	1,366
<i>Suffolk</i>	17,148	2,154	-	2,154	19,302
<i>Virginia Beach</i>	121,231	15,653	-	15,653	136,884
<i>Williamsburg</i>	10,083	1,365	-	1,365	11,448
<i>York</i>	20,071	2,546	-	2,546	22,617
Total	\$ 444,356	\$ 55,162	\$ -	\$ 55,162	\$ 499,518
% of Sales & Use Tax Revenue	0.41%	0.05%	0.00%	0.04%	0.21%

Table 2B - DMV Administrative Fee
Hampton Roads Transportation Fund (HRTF)
Administrative Fee
Fiscal Year 2015

Locality	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>Chesapeake</i>	18,260	\$ -	\$ -	\$ -	\$ 18,260
<i>Franklin</i>	1,255	-	-	-	1,255
<i>Hampton</i>	7,781	-	-	-	7,781
<i>Isle of Wight</i>	3,305	-	-	-	3,305
<i>James City</i>	2,869	-	-	-	2,869
<i>Newport News</i>	9,844	-	-	-	9,844
<i>Norfolk</i>	10,866	-	-	-	10,866
<i>Poquoson</i>	275	-	-	-	275
<i>Portsmouth</i>	4,957	-	-	-	4,957
<i>Southampton</i>	1,212	-	-	-	1,212
<i>Suffolk</i>	7,249	-	-	-	7,249
<i>Virginia Beach</i>	24,312	-	-	-	24,312
<i>Williamsburg</i>	1,616	-	-	-	1,616
<i>York</i>	4,895	-	-	-	4,895
Total	98,695	\$ -	\$ -	\$ -	\$ 98,695
% of Fuel Tax Revenues	0.26%	0.00%	0.00%	0.00%	0.13%

Table 3 - Allocations

Hampton Roads Transportation Fund (HRTF)
Allocations
Fiscal Year 2015

Project	Total YTD FY2014	Previous FY2015	June 2015	Total YTD FY2015	Total
<i>I-64 Peninsula Widening</i>					
- <i>UPC 104905 (Segment 1) - Construction</i>	\$ 44,000,000	\$ -	\$ -	\$ -	\$ 44,000,000
- <i>UPC 106665 (Segment 2) - PE</i>		\$ 6,000,000		\$ 6,000,000	\$ 6,000,000
<i>I-64/264 Interchange Improvement</i>					
- <i>UPC 17630 - PE/ROW</i>		54,592,576		54,592,576	54,592,576
- <i>UPC 57048 - PE/ROW</i>		15,071,063		15,071,063	15,071,063
<i>Third Crossing - UPC 106724 - SEIS</i>		5,000,000		5,000,000	5,000,000
<i>I-64 Southside/High-Rise Bridge - UPC 106692 - PE</i>		20,000,000		20,000,000	20,000,000
Total	\$ 44,000,000	\$ 100,663,639	\$ -	\$ 100,663,639	\$ 144,663,639

Table 4 - Expenditures

Hampton Roads Transportation Fund (HRTF) Expenditures *Fiscal Year 2015*

Source: VDOT report "All Project Costs"

Prepared by Hampton Roads Transportation Planning Organization on 8/3/2015